


ନିଲାମ ଇସ୍ତାହାର

ଏତଦ୍ୱାରା ସର୍ବସାଧାରଣଙ୍କ ଅବଗତ ନିମନ୍ତେ ଜଣାଇ ଦିଆଯାଉଅଛି ଯେ, ବ୍ରହ୍ମପୁର ବନଖଣ୍ଡ ଅଧିକାରୀଙ୍କ ଦ୍ୱାରା କାନ୍ଥୁମଞ୍ଜି ସଂଗ୍ରହ ୨୦୨୩-୨୪ ବର୍ଷ ନିମନ୍ତେ କାନ୍ଥୁ ଜଙ୍ଗଲଗୁଡ଼ିକ ଆସନ୍ତା ତା ୨୭.୧୨.୨୦୨୩ ରିଖ ଦିନ ଘ ୧୧.୦୦ ଟା ସମୟରେ ବ୍ରହ୍ମପୁର ବନଖଣ୍ଡ ଅଧିକାରୀଙ୍କ କାର୍ଯ୍ୟାଳୟରେ ପ୍ରକାଶ୍ୟ ନିଲାମ କରାଯିବ । ଯଦି ନିର୍ଦ୍ଧାରିତ ତାରିଖରେ କୌଣସି କାନ୍ଥୁ ମଞ୍ଜି ଜଙ୍ଗଲ ନିଲାମ ନ ହୋଇ ରହିଯାଏ ତାହା ପୁନର୍ବାର ତା ୦୮.୦୧.୨୦୨୪ ରିଖ ଏବଂ ତା ୧୭.୦୧.୨୦୨୪ ରିଖରେ ପୂର୍ବ ନିର୍ଦ୍ଧାରିତ ସ୍ଥାନ ଓ ସମୟରେ ପ୍ରକାଶ୍ୟ ନିଲାମ କରାଯିବ । କାନ୍ଥୁ ଜଙ୍ଗଲର ନିଲାମ ସମ୍ପନ୍ନୀୟ ସର୍ବିଶେଷ ବିବରଣୀ ଓ ତଥ୍ୟ ନିମ୍ନ ସ୍ୱାକ୍ଷରକାରୀଙ୍କ କାର୍ଯ୍ୟାଳୟରେ ଇସ୍ତାହାର ପ୍ରକାଶ ହେବା ଦିନଠାରୁ ଯେକୌଣସି କାର୍ଯ୍ୟଦିବସରେ ମିଳିପାରିବ । କାନ୍ଥୁ ମଞ୍ଜି ସଂଗ୍ରହ ନିମନ୍ତେ ପ୍ରକାଶ୍ୟ ନିଲାମରେ ଭାଗନେବାକୁ ଥିବା ଇଚ୍ଛୁକ ବ୍ୟକ୍ତିମାନେ ତା ୨୭.୧୨.୨୦୨୩ ରିଖ ସୁଦ୍ଧା ଯେକୌଣସି କାର୍ଯ୍ୟଦିବସରେ ନିର୍ଦ୍ଦିଷ୍ଟ (ପୂର୍ବାହ୍ନ ଘ ୧୦.୦୦ ଟା ଠାରୁ ଅପରାହ୍ନ ଘ ୨.୦୦ ଟା ମଧ୍ୟରେ) ନିର୍ଦ୍ଧାରିତ EMD ଓ ତତ୍ତ୍ୱ ସମ୍ପନ୍ନୀୟ କାଗଜାତ ଦାଖଲକଲେ ପ୍ରକାଶ୍ୟ ନିଲାମରେ ଭାଗ ନେଇପାରିବେ ।


ବନଖଣ୍ଡ ଅଧିକାରୀ
ବ୍ରହ୍ମପୁର ବନଖଣ୍ଡ





NOTICE FOR PUBLIC AUCTION SALE OF CASHEW NUT LOTS OF BRAHMAPUR FOREST DIVISION UNDER BRAHMAPUR CIRCLE FOR THE YEAR 2023-24 (2024 CROP).

The annual public Auction Sale for disposal of cashew nut lots of Brahmapur Division for the year 2023-24 (2024 Crop) will be sold on the date, time and place noted below.

Date	Time	Place of Auction Sale	Relating to Range	Remarks
27.12.2023	11.00 A.M.	Office of the Divisional Forest Officer, Brahmapur Division, Brahmapur, Ganjam.	Khallikote	Annual Sale

The unsold, quashed and cancelled lots will be sold in the supplementary public auction sale at the place and dates noted below:

Date	Time	Place of Auction sale	Relating to Range	Remark
08.01.2024	11.00 A.M.	Office of the Divisional Forest Officer, Brahmapur Division, Brahmapur, Ganjam.	Khallikote	1 st Supplementary
16.01.2024	11.00 A.M.		Khallikote	2 nd Supplementary

1: GENERAL TERMS AND CONDITIONS FOR SALE:

i: The intending bidder shall deposit E.M.D. in shape of Bank Draft/ Bankers Cheque drawn on any Nationalized Bank in favour of the Divisional Forest Officer, Brahmapur, payable at Brahmapur during office hours(i.e 10 A.M to 2 P.M) along with Solvency Certificate issued by the Tahasildar and non-encumbrance certificate issued by the competent authority in favour of bidder only and single declared owner (No non-encumbrance certificate will be entertained in case of joint declared owner) in original with recent pass photo size photograph in the office of the Divisional Forest Officer prior to the date of auction sale (i.e. by 27.12.2023). The intending bidders are requested to furnish a GST clearance certificate from concern before participating in the auction.

The amount of E.M.D. to be deposited against the lot is mentioned in the following table.

D.L. No.	Name of the Cashew Nut Lot.	Area	Required E.M.D.	Solvency Certificate Required for
01/2023-24	Karakhole	266.28 Ac	Rs.25,000/-	Rs. 2,00,000/-
02/2023-24	Budhighati	97.12 Ac	Rs.25,000/-	Rs. 2,00,000/-
03/2023-24	Bhallery	29.94 Ac	Rs.25,000/-	Rs. 2,00,000/-
04/2023-24	Dumangiri	20.23 Ac	Rs. 2,000/-	Rs. 10,000/-
05/2023-24	Ranibar 'B'	8.09 Ac	Rs. 2,000/-	Rs. 10,000/-
06/2023-24	Ranibar 'C'	4.85 Ac	Rs. 2,000/-	Rs. 10,000/-
07/2023-24	Keshapur	1.21 Ac	Rs. 2,000/-	Rs. 10,000/-

- ii: Separate E.M.D has to be deposited for each lot, in case a bidder desires to participate in more than one lot.
- iii: The E.M.D will be returned to the unsuccessful bidder after 3.30 P.M. of the date of auction.
- iv: The E.M.D. will be adjusted towards the sale value in the last installment in case of the highest bidder.
- v: Only such persons or their authorized representative who have filed the E.M.D and solvency shall be allowed to bid. In case of the representative valid power of Attorney duly registered shall be required to be submitted.
- vi. No person shall be allowed to take part in the auction, if he is listed as a defaulter in this Division.
- vii. The intending bidders are advised to inspect the lots well in advance prior to taking part in the auction. The act of bidding shall be taken as sufficient proof of the bidder having satisfied himself about the correctness of the quantum and quality of the produce and the area of the contract put to auction. No complaint regarding the quality and the quantity of the produce or the area of contract will be entertained nor shall any claim for grant of refund or rebate will be entertained under any ground whatsoever after the sale is concluded.
- viii. The sale of lots is subject to the relevant provision of the Orissa Forest Act, 1972, Wild Life Protection Act, 1972 and rules framed there under, The Orissa Forest Contract Rules, 1966, the general and special conditions of sale in force in the division and all other relevant Acts and rules. Working of the lots shall also be governed in accordance with the prescriptions of the working plan in force in the concerned area. The successful bidder shall be bound to abide by all other laws and rules in force and applicable to the contract area.
- x. The Acts/Rules, Working Plans/Schemes etc. cited above and the approved form of agreement to be executed by every successful bidder can be seen from the undersigned during office hours on any working day. For the convenience of the intending bidders a booklet entitled terms and conditions governing sale of timber and firewood coppices and other forest produce in the office of the various forest divisions in the state with addendum are also available for ready reference. Intending bidders are advised to see this booklet and addendum in the office of the undersigned well in advance before date of auction and get acquainted with the terms and conditions.
- xi. For any violation of the aforesaid terms and conditions the sale or the lots concluded in favour of the highest bidders shall be quashed and put to resale in public auction immediately thereafter at the risk of the highest bidder and short fall in sale price, if any on such resale shall be recovered from him as arrears of land revenue in accordance with Orissa Public Demand Recovery Act. In case there is no bid on such resale the original bidder shall be liable to pay the original bid amount in full.
- xii. The undersigned reserves the right to call for immediate deposit to the extent of 50% of the bid in shape of demand draft, in case the bid offered appears to be unusual to the undersigned. Only after depositing the aforesaid amount, the concerned bidder shall be allowed to progress further in bidding.
- xiii. The undersigned reserves right to make such change/variation/alteration in the condition of sale as deemed necessary before auction sale is concluded and such changes shall be binding on all participants. The act of bidding shall be construed as sufficient evidence of the bidder having accepted all terms and conditions of sale and no complaint/claim shall be entertained under any circumstances.
- xiv. The undersigned reserves the right to suspend/postpone/cancel the auction sale under any unusual/unforeseen/compelling circumstances.

2. PAYMENT OF SALE VALUE (HIGHEST BID AMOUNT).

After the highest bid amount is accepted by the Divisional Forest Officer, subject to ratification of sale by the competent authority that amount will be paid in shape of Bank Draft drawn in favour of the Divisional Forest Officer, Brahmapur Division, payable at State Bank of India, Brahmapur in the following manner.

- (i) WHEN THE HIGHEST BID AMOUNT IS Rs.50,000/- OR BELOW:- 50% of the bid amount shall be paid by the highest bidder immediately after fall of hammer and the balance 50% shall be paid within seven days from the date of auction sale along with the Sales Tax clearance certificate/non-assessment certificate as the case may be.
- (ii) WHEN THE HIGHEST BID AMOUNT IS Rs.50,000/- AND UP TO 1,00,000/-: 40% of the bid amount shall be paid by the highest bidder immediately after fall of hammer and the balance 60% shall be paid within seven days from the date of auction sale along with the Sales Tax clearance certificate/non-assessment certificate as the case may be.
- (iii) WHEN THE HIGHEST BID EXCEEDS Rs.1,00,000/-: 30% of the bid amount shall be paid by the highest bidder immediately after fall of hammer and the balance 70% shall be paid within seven days from the date of auction sale along with the Sales Tax clearance certificate/non-assessment certificate as the case may be.
- iv. Sale of cashew nut from each of the plantation lots as specified in the sale notice shall be subject to all relevant provisions of the Orissa Forest Act, 1972 and the rule framed there under, Orissa Timber and Other Forest Produce Transit Rules, 1980, Orissa Forest Contract Rules, 1966 and also the relevant General and special conditions prescribed for the sale of forest produce in Public Auction.
- v. Necessary work order will be issued by the Divisional Forest Officer, in the favour of the highest bidder stipulating therein such of the above conditions, which are most relevant to the issue.
- vi. Necessary agreement in the prescribed form shall be executed by both the parties duly filling therein the highest bid amount, lease hold areas (specified), mode of payment of the sale value and all other conditions of sale before issue of the above order so as to allow collection of cashew nut sold in the auction.
- vii. The lessee should maintain depot register and such monthly returns in the prescribed forms showing therein progress of collection, storage and dispatch of the cashew nut of various destinations so as to reach the O/O the Divisional Forest Officer/Range Officer concerned within 7-days of the month following the month to which it relates.
- viii. The lessee shall apply to the Divisional Forest Officer for approval of necessary nomination of all his agents in the prescribed form which should be get duly approved by the Divisional Forest Officer, before engaging them in collection of cashew nut sold in auction on his behalf.
- ix. The lessee should obtain prior approval of the Divisional Forest Officer to the exact location of collection centers/Transit depot/storage depot including factory site etc. after giving specific description thereof.
- x. Each of the approved agents of the lessee shall carry with him an identity card duly signed by the Divisional Forest Officer, containing his full name and address. His passport size photograph (duly attested) specific description of the leasehold area and such other relevant particulars as would be prescribed by the D.F.O.
- xi. Transit of collected cashew nut from the leasehold areas to different destinations shall be regulated under Orissa Timber and Other Forest Produce Transit Rules, 1980.
- xii. No complaint regarding the quality and quantity of the cashew nuts sold and produced from the lease hold areas will be entertained after the sale is concluded and the act of bidding be considered as acceptance of the aforesaid terms and conditions by way of the highest bidder and any complaint regarding shortfall in produce not be entertained under any circumstances what so ever thereafter.

- xiii. The lessee shall collect cashew nuts only. No trees or branches shall be cut/removed/girdled/lopped or otherwise damaged during the operation.
- xiv. No bidder shall be allowed to enter into the contract (lease hold) area before receiving the letter of authority i.e. work order of the D.F.O.
- xv. For the purpose of the jurisdiction in the event of dispute if any the contractor or agreement deemed to have entered at the town where the agreement is signed on behalf of the Government within the state of Orissa and it is agreed that neither party to the contract (agreement) will be competent to bring about a suit in regard to the matter covered by the contractor for agreement at any place outside the state of Orissa.
- xvi. Auction register should be maintained and the name and full address, both present and permanent of all the participants should be entered in the register with their dated signature.
- xvii. For any violation of the aforesaid acts/rules/terms and conditions, the sale of the lot concluding in favour of the highest bidder shall be quashed and the E.M.D., Security Deposit or part/full sale value paid by him will be forfeited to Government and the lots shall be put to resale in the public auction immediately, thereafter at the risk of the bidder and the short fall in the sale price, if any on such resale shall be recovered from him as the arrears of land revenue in accordance with the rules and procedures prescribed for filling certificate case. In case of price received in such resale is more than the accepted bid amount; the original bidder shall not be entitled that excess amount. In case no bid is offered on such resale, the original bidder shall be liable to pay the original bid amount in full.
- xviii. The successful bidder are requested to pay income Tax ,surcharge and Tax under Goods Service Tax (GST) as per Rule in force in the purchase price along with the security deposit after conclusion of the sale.

The undersigned reserves the right to reject any bid deemed proper without assigning any reason thereof. The act of bidding shall be deemed complete and unreserved acceptance of these terms and conditions of sale.


**DIVISIONAL FOREST OFFICER
BRAHMAPUR DIVISION.**
