



**TELANGANA FOREST DEVELOPMENT CORPORATION
LIMITED
DIVISION OFFICE : PALONCHA
LAXMIDEVIPALLY,
BHADRADRI-KOTHAGUDEM.**

Ref: 2.2.52/CP.Open/Auction/DM/Pal/2025/822

Date: 11.02.2025

**DETAILED TERMS AND CONDITIONS FOR THE SHORT TENDER CUM AUCTION SALE
OF RIGHT TO COLLECT AND REMOVAL OF CASHEW USUFRUCT DURING 2025
SEASON FROM THE CASHEW PLANTATION OF PALONCHA DIVISION.**

CP 1984 SATYAMPETA – (1st SECTOR over an area of 11.70 Ha)

- 1) It is hereby notified for the general information of the public that the sale of right for collection and removal of cashew usufruct in the cashew estates of TG F.D.C Ltd., (as listed in the annexure) will be sold by Tender –cum- auction sale by the Divisional Manager, TGFDC LTD, Paloncha or any other officer duly authorized by him on his behalf on the date and time as shown below.

a) Venue of the sale	Divisional Manager, Paloncha. DIVISION OFFICE, TG Forest Development Corporation Ltd., Beside Milk project, Laxmidevipalli, Kothagudem- 507101. Bhadradi-Kothaugudem (District).
b) Last date for receipt of tender	Up to 2:00 PM on 20.02.2025 and on the subsequent sale dates on 27.02.2025 & 06.03.2025 if necessary.
c) Date of auction	20.02.2025 and on the subsequent sale dates on 27.02.2025 & 06.03.2025 if necessary.
d) Auction	Will be conducted immediately after receipt of tenders. After the auction, received tenders will be opened, read out and recorded. Each tender / bid shall be accompanied by EMD in Online transaction of Rs 20,000/- or Rs.20,000/- in the form of Demand Draft in favour of DM, Paloncha TGFDC Ltd., payable at Paloncha from any nationalized / scheduled bank or by way of Online transaction.
d) Negotiations	Negotiations will be done, if necessary, before finalizing the tender / auction/ sale.

- 2) The description of the area and number of trees and other particulars shown in the enclosed schedule are only meant for guidance which is open to the tenderers / bidders to verify by personal inspection or otherwise of their accuracy as to the area, number of bearing trees etc., and get satisfied themselves before participating in tender/ bid.
- 3) Tender forms may be obtained from the office of the Divisional Manager, TGFDC Ltd., Paloncha up to 5.00 PM on 20.02.2025 on payment of Rs. 590/- including GST (amount non- refundable). Tender forms can also be obtained on 20.02.2025 and on the subsequent sale dates on 27.02.2025 & 06.03.2025 up to 2:00 PM at the venue of the sale. Tenders sent otherwise than in

the prescribed form will not be considered. Tenders are non transferable and will be valid only for the tender for which they are issued to a particular tender/ bidder.

- 4) Tenders shall be sent in a sealed cover super scribing "Tender for right for collection and removal of cashew usufruct" by RPAD so as to reach the O/o the Divisional Manager, TGFDC Ltd., Paloncha to the address as furnished above before 5.00 PM on **20.02.2025** and on the subsequent sale dates on **27.02.2025 & 06.03.2025**. The sealed tenders can also be put in the box kept at the venue of the sale on **20.02.2025** and on the subsequent sale dates on **27.02.2025 & 06.03.2025** (up to 2:00PM) Tenderers are required to abide by the time of the office clock of the Divisional Manager, TGFDC Ltd., Paloncha.
- 5) Each tenderer or bidder shall get registered by applying in the prescribed form with the corporation on non refundable payment of Rs 100/- towards registration and for its next year renewal on payment of Rs 50/- per year before participating in the tender/ bid along with application fee of Rs 20/-.
- 6) Tenders/ Bids from person who are minor or who are convicted by a court of law or black listed or insolvent or who have failed to pay government dues will not be accepted and EMD paid by such person (s) will be forfeited. If the tenderer/ bidder or his partner or his representative has been convicted by the court of law for offences involving moral turpitude in relation to his business dealings, his tender is liable for rejection.
- 7) Tenders for such each unit shall be submitted in separate tender form. Submission of tenders for more than one unit in one tender form will invalidate the tender. Corrections, erasing or over writing, if any, in the tender form should invariably be attested by the tenderer. Failure to do so will invalidate the tender or tenders as the case may be.
- 8) Tenderer should mention their full name, correct postal address, age and all other information required in the form and affix their signature at the appropriate place. All communications to the purchasers shall be made in person or on proper acknowledgement or by the Registered post Ack. Due to the address given in the tender form. Non receipt of confirmation orders by the purchaser due to change of address or loss on postal delivery will not be taken as an excuse for any concession or for belated payment. Each tender shall be accompanied by the EMD of Rs 50,000/- by way of Demand Draft drawn on any Nationalized / Scheduled commercial bank in favour of TGFDC Ltd., payable at Paloncha or money receipt by local office where the amount is accepted in Online Transaction only,

- 9) a) In case the tender is to be submitted in the name of the company, partnership firm, a director/ partner duly authorized by the company/ partner should sign the tenders. In case it is not possible for the director/partner to sign the tenders then the person(s) signing the tender should obtain power of attorney issued by the company / firm for submitting the tender on behalf of the company / firm and enclose the authority along with the tender.
- b) Tenders submitted jointly by more than one person shall not be accepted unless such persons are members of the registered company or firm and the tender submission is on behalf of such a company / firm.
- 10) Tenders should quote highest rate exclusive of taxes etc., per unit. The amount should be written both in words and figures and whichever is higher will be taken as final for the purpose of arriving at the bid/tender amount.
- 11) Telegraphic tender, conditional tender, optional tenders or tenders sent otherwise than as laid down above will not be accepted.
- 12) The tenders received after 12 noon on 20.02.2025 and on the subsequent sale dates on 27.02.2025 & 06.03.2025 as mentioned above will not be considered. The tender box will thereafter be kept closed and sealed. The tenderer is also authorized to submit his tender one-day in advance i.e., before 5.00 PM on 20.02.2025 and on the subsequent sale dates on 27.02.2025 & 06.03.2025 to O/o the Divisional Manager, TGFDC Ltd., Paloncha at the above-mentioned address.
- 13) Auction sale will be commenced immediately after the closure of the tender box. After completing the auction, the sealed tenders will be opened and read out before the tenderers/ bidders present at the time of auction.
- 14) Before participating in the auction / sale each bidder should deposit:
- a. Rs 20,000/- for unit as EMD with the sale conducting officer either by way of Demand Draft or Online Transaction further we are giving a money receipt for payment acknowledgement.
- b. No bids shall be accepted from any person until such person has signed the sale notification in token of his having accepted all the sale notice conditions. No person is entitled to bid for another person.
- a. The sale conducting officer may refuse to register any bid of any purchaser/ person whose bidding does not come to the expectation of the corporation.

- b. The officer conducting the auction may at his discretion refuse to accept the offer of the particular bidder at the time of auction/ sale without giving any reason therefore.
15. a) The highest bid received for the unit shall be recorded and the signature of the bidder shall be taken in token of his/her offer for that unit. No bid shall be allowed thereafter. Tenders, if any, received for that unit will be opened and statement of such tenders received indicating the amount of each tender shall be prepared. The highest offer received whether by tender or auction or negotiations for the unit will be accepted by the officer conducting the sale. At the conclusion of the sale of each unit, the highest bidder should immediately or on the next working day deposit the difference between the initial deposit of EMD and 25% of the bid amount offered by him.
- b). In case the highest bid/ tender amount is less than the upset price fixed for this purpose, the sale conducting authority reserves the right of completing the sale through negotiations among the first and second highest bidders/ tenders who have participated in the sale.
16. The result of the tender/ bid will be communicated as early as possible as but not later than **30 days** from the date of auction / sale. If any tender / bidder withdraws his tender / bid before the result of his tender/ bid is communicated to him the EMD kept will be forfeited to the Corporation and if his tender / bid being the highest which is ordinarily acceptable, the loss that will be caused to the Corporation on account of withdrawal as decided by the competent authority will be recovered from him as per law in force as arrears of land revenue and/ or by decrease by a Civil Court.
17. The competent authority reserves the right to accept or reject any tenders/ bids without assigning any reason therefore.
18. a) The acceptance or confirmation of the sale will be communicated to the successful tender/ bidder by RPAD. This will be notified on the notice board of the respective division office, which shall be deemed to have been communicated to successful bidder.
- b) The successful bidder / tenderer within **(10) days** from the date of confirmation orders shall deposit a security deposit of **10%** of the sale value of the confirmed units towards **Security Deposit** in the form of Demand Draft / FDR. Sale amount and taxes, if any, should be paid in Online Transaction/ DD and execute an agreement with the Divisional Manager of the Corporation on non – judicial stamp paper of proper value as per the rule framed under Indian stamp act in the customary form which can be seen at the office of the concerned Divisional

Managers, TGFDC LTD., on any working days during office working hours after fulfilling conducting no. 38.

c) Before executing the agreement, 2nd installment equal to 25% of tender/ bid amount plus other taxes if any, should be paid and for the balance 50% of the sale amount, the contractor shall pay either in Online Transaction / DD or produce Bank guarantee valid till 30.06.2025 from the date of confirmation order in any Nationalized bank in favour of DM, Kothagudem, TG F.D.C.Ltd.

d) The security deposit of 10% of the sale value of the confirmed unit paid as above will be returned / discharged by The Divisional Manager, Paloncha, after fulfillment of agreement conditions satisfactorily and on receipt of completion reports received from the concerned Divisional Manager, TGFDC Ltd.,

19. **a) No extension of time for signing the agreement will be permitted in normal circumstances. However, the Vice Chairman and Managing Director, Hyderabad, TGFDC Ltd., under special circumstances may extend the time limit without prejudice for good and sufficient reasons with extension fees at his desertion. The extension period shall however does not exceed 15 days.**
- b) In case the due date for payment happens to be a holiday, the payment should be made on the next immediate working day for which no interest will be charged.**
- c) In case of default to pay the installment on the due dates, penal interest @ 18.00 % per annum.**
20. In case of the successful tenderer/ bidder the amount of the EMD as per clause 8 & 14 (a) above will be adjusted towards the sale amount. In case of unsuccessful tender/ bidder the EMD amount will be returned in due course.
21. The successful tenderer/ bidder shall be allowed to start collection only after executing the agreement. The actual quantity collected will be weighed by the contractor in the presence of the concerned officer of the corporation every day.
22. The contractor shall be present in the contract area during the currency of the contract. In case he is unable to be present, he may appoint an agent approved by the respective Divisional Manager, TGFDC Ltd., provided the contractor furnishes a power of attorney on the stamped paper of required value to represent him on his behalf, and to do any act which he has undertaken to do represent him on his behalf, and to do any act which he has undertaken to do under the terms of present in the contract area throughout the contract period. Collection in the contract area shall not be allowed in the absence of the contractor or his approved agent.

23. No material shall be removed from the contract area/ unit unless it is covered by a valid transit permit issued in accordance with the rules and shall be stamped where such stamping is needed as per the rules in force with the registered property mark of the contractor. The property mark shall be got registered in the office of the respective Divisional Manager, TGFDC Ltd., before making use of it on payment of the prescribed registration fee. Before removal of produce from the plantation site, it should be got stamped by Corporation official with the Corporation stamp in addition to the contractor's property mark. The above-mentioned mark shall be in accordance with the forest produce is sought to be exported. The contractor shall get the required permit fee.
24. He shall remove the usufruct only after it is duly checked and stamped by a responsible Corporation staff (Executive) deputed by the respective Divisional Manager, TGFDC Ltd.,
25. a) The cashew trees shall be protected by the contractors. In case of any damage to trees whether deliberately or otherwise, such trees will vest with TGFDC Limited and in addition penal action will be initiated against such contractor and penalty will be imposed and recovered as decided by the Vice- Chair Man & Managing Director. Hyderabad.
- b) The successful contractor/bidder shall be solely responsible to protect the trees from fire damage, theft illicit fellings, and encroachments etc., of their respective unit/plantation. TGFDC will not provide any security to such plantation from the date of entering into the agreement.
- c) Contractor / bidder shall also see that the trees reserve by the TGFDC Ltd shall be protected during the currency of contract period.
- d) If the tenderer/contractor wants to lift the entire material before the due date of payment of sale amount / installment he can do so by payment of the full sale value irrespective of bank guarantee provided by him.
- 26) Notwithstanding anything contained in the preceding conditions in case where it is established to the satisfaction of Vice Chairman & Managing Director, Hyderabad TGFDC Limited that the failure to work out the commitments under contract was due to causes beyond the purchaser's control, the Vice Chairman & Managing Director, TGFDC, Hyderabad may at his discretion grant extension of time subject to payment of extension fee as contained in condition No.38 ©. This will not apply to the payment of kisti amount.
- 27) Transfer of the contract can be sanctioned to an approved transferee on payment of not less than 10% of the purchase money, the maximum transfer fee not exceeding Rs. 10,000/-.

- 28) The contractor hereby bound himself to perform every duty and acts expressed in the conditions of the tender notice. In case of any act or omission on the part of the contractor/ bidder or his servants and agents, which amount to a breach of said condition, the successful tender/ bidder shall have to pay on demand by the Divisional Manager, TGFDC Ltd. a penalty of not less than Rs 500/- per each such breach.
- 29) The contractor shall be responsible for all damages that may be caused to any standing trees and other property belonging to TGFDC Ltd within the contract/ unit area and with in 100m of the contract area by fire, illicit fellings or any other cause traceable to any act or omission on the part of the contractor, his agents or servants. Such a loss caused shall be paid by the tenderer / bidder as decided by the Vice-Chairman & Managing Director, TGFDC Ltd., Hyderabad. Besides, the contract is liable to be cancelled and all the money and deposits of the contractor/ bidder are liable to be forfeited.
- 30) All the operations / measures to be taken to secure compliance to the above sale conditions shall be performed by the contractor at his own cost and shall not receive any payment for the same.
- 31) Copies of the standard agreement and other particulars will be available for information in the office of the concerned Divisional Manager on any working day during office hours. Tenders/ bidders are advised to be themselves conversant with the conditions of the agreements before making the offer.
- 32) The loading of collected cashew usufruct from the plantation area and transport through reserve forest and forest roads (which are not admitted right of way during nights) between 6PM to 6AM are prohibited.
- 33) The period of the contract shall be upto 30.06.2025. The contractor shall collect the entire produce on or before 30.06.2025 after making payment of due amounts in full.
- 34) The tender from a contractor who has himself or his father, brothers, sons or the relatives or other partners in cashew usufruct business have succeeded in getting a contract in the area / unit adjoining for which he has tendered shall not be considered. The tender should make a declaration on his tender that no logging, clear felling or permanent kamagari contract is taken by himself or his relatives or other partners in corporation business in the adjacent areas. If his declaration is found to be incorrect at any time the tender will be liable to be rejected and the EMD forfeited to corporation and in case the agreement is executed, the agreement shall be liable for cancellation and the deposit amount shall be forfeited to the corporation.

- 35) The tenderer/ bidder who has already furnished the required EMD along with the tender need not furnish fresh EMD for the same unit to participate in the auction.
- 36) a) If the officer conducting the sale rejects the highest bid offered, he may either accept the next highest bid or offer to resale the unit.
- b) Each person whose bid/ offer is accepted shall make further payment before signing the agreement as indicated vide condition No. 18 on receipt of the communication of the acceptance of his bid/ tender. If such further payment is not made, the EMD paid by him shall be forfeited to the corporation and the concerned unit shall be put up again immediately for release at the risk and loss of the original bidder/ tenderer who shall be recovered as an arrear of land revenue as per section 54(4) of the sale of goods act including a decree from a Civil Court.
- 37) While deciding the tender / offer either for rejection or otherwise the arrears work on hand of the contractor and his capacity to execute the present contract and his performance in respect of his previous contract will be taken into cognizance.
- 38) In case where the sale amount is less than Rs. 50,000/- the excess amount will be refunded immediately after entering into an agreement as per condition No. 18 (b) and if the sale amount is more than Rs 50,000/- payment may be made in three installments as under.
- a) As mentioned at condition No. 18 © above, 2nd installment equal to 25 % of tender/ bid amount plus other taxes if any, should be paid before executing the agreement and for the balance 50% amount, bank guarantee can be produced in lieu of Online Transaction / DD.
- b) However, the contractor / bidder shall pay balance 50% of the sale amount for which bank guarantee is provided under condition no. 38 (a) in the following installments.
- i. 3rd installment equal to 25 % of the sale amount within **(30) days** from the date of confirmation.
 - ii. Final 25% of the sale amount within **(45)** days from the date of confirmation orders.
 - iii. For delay payment of installments, interest @ **Rs 18.00 %** per annum will be charged.
- iv. The period of agreements will be up to 30.6.2025 or till the end of collection season whichever is earlier.
- c) However, the extension is granted as per condition No. 19(a), extension fee will be payable at the following rates in addition to the penal interest as laid down in condition No. 38(b)
- i. @ Rs 25/- per day for 1st to 15 days.

- ii. @ Rs 100/- per day for the period beyond 15 days extension, till the cancellation orders is revoke as per condition No. 40(a).

39) In case the successful bidder / tenderer fails to enter into agreement within the stipulated time i.e., **(10) days plus (5) days** extension permissible as per condition No. 19(a), the Divisional Manager shall cancel the sale/ lease and forfeit the EMD, Security Deposit and all the installment amounts paid by that time. The units will either be put for resale or TGFDC Ltd., will go for departmental collection at the risk and loss of such highest bidder / tenderer he shall have no right whatsoever on the units.

a) Before the cancelled units are resold or before the departmental collection commences, if the tenderer/ bidder comes for agreement fulfilling the conditions 18(b) and 18(c), the Divisional Manager may revoke the order of cancellation of the date on payment of revocation fee of Rs 1000/- to Rs 5000/- will be in addition to the penal interest and extension fee payable as per condition no. 38 (b) and 38 (c).

b) Once the departmental collection begins or the units is resold, the cancellation order cannot be revoked.

40) All disputes/ litigation arising out of the tender/ sale be restricted to the jurisdiction of Hyderabad and Secunderabad only.

41) The Divisional Manager can impose any additional conditions before the sale, which shall be binding on the tenderer/ bidder.

42) The corporation will not be responsible for any loss or damage caused to the contractor due to any unforeseen calamities such as floods, gales, fires or failure of crop after the issue of confirmation orders.

43) For the purpose of statistics, the corporation may mark certain trees and the account of collection of such trees should be maintained separately for each tree.

44) Amount, if any due from the defaulted contractor/ Purchaser, will be recovered as arrears of land revenue under section 52(A) of the T.S. Revenue Recovery Act/ or by decree from a civil court.

45) **Income tax under Income tax act, applicable if any, the tax amount is to be borne by the purchaser and applicable and payable on demand. Regarding the payment of**

GST, the successful bidder should produce GST TIN before sale confirmation orders issued by concerned Divisional Manager. GST as applicable is to be paid on the sale value of cashew usufruct (cashew seed) in the sale held by TGFDC.

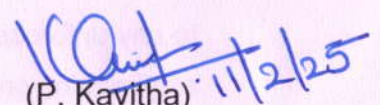
- 46) The contractor shall abide by TG Forest Act and Forest Conservation Act 1980.
- a) The differential amount if any on stamp value arises at later date on the value of the stamp paper, the purchaser shall only be responsible to make good such differential amount. The tenderer/bidder shall furnish an undertaking in the prescribed proforma at the time of agreement.


 (P. Kavitha) 11/12/25
 Divisional Manager,
 TGFDC Ltd.,
 Paloncha.

SCHEDULE

(CASHEW PLANTATIONS IN TGFDC LTD, PALONCHA DIVISION)

Unit no.	Name of the estate	Area in ha	Approx. bearing trees (no.)	EMD payable (Rs.)
I	Paloncha Division			
1).	1984 Satyampeta – 1 st Sector only	11.70	215	20,000/-


 (P. Kavitha) 11/12/25
 Divisional Manager,
 Paloncha.