Annexure - IV

(Annexure to Tender notice No. T.P.(2018)-I dated 28.11.2017)

PURCHASER'S AGREEMENT

(Condition 7 of Tender Notice)

This agreement made this ..... day of .....(month) .....(year) between the Governor of Chhattisgarh acting through the Chief Conservator of Forests & Ex-officio General Manager of Federation ..... Circle, hereinafter called Chief Conservator of Forests (which expression shall, where the context so admits, include his successor in office) of the one part and Shri ..... Son of ..... resident of ..... Village ..... and carrying on business in partnership with (i) Shri ..... (ii) Shri ..... (iii) Shri ..... in the name and style of at ..... a company registered under the Indian companies Act, 1913 (Act VII of 1913), the companies Act, 1956 (Act 1 of the 1956) and having its registered office at ..... hereinafter referred to as the "Purchaser" (which expression shall, unless the context does not so admit, include his heirs, executors, and administrators, their survivors or survivors of them, the heirs, executors and administrators of the last survivor, the partners for the time being of the said firm, its successors) of the other part (strike out portions not applicable).

Whereas, trading in Tendu leaves in the State of Chhattisgarh is regulated by the provisions of the Chhattisgarh Tendu Patta (Vyapar Viniyaman) Adhiniyam, 1964 (Act 29 of 1964) and the Chhattisgarh Tendu Patta (Vyapar Viniyaman) Niyamavali 1966, made under the said Adhiniyam, the Indian Forest Act, 1927 and rules made there under and the statutory modifications thereof in so far as they are applicable to such trade.

Whereas, the State Government has appointed the Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited as the agent for collection and disposal of tendu leaves and the Federation had invited tenders for advance sale of Tendu leaves to be collected in 2018 collection season vide its Tender Notice No. T.P.(2018)-I Dated 28.11.2017 and has accepted the rate offered by the purchaser for purchasing the Tendu leaves of the lot no. ..... (in figures) ..... (in words) society name ..... and notified quantity in standard bags ..... (in fugures) .....(in words) and which has been more fully described in the Schedule A & B of the said Tender Notice on terms and conditions hereinafter mentioned and has agreed to appoint him as purchaser of the said leaves for the period ending 30.03.2019.

Now these presents witness and it is hereby mutually agreed between the parties hereto as follows:-

1. PERIOD OF PURCHASER'S AGREEMENT

This agreement will commence from ..... (date) and shall remain in force up to 30.03.2019 unless terminated earlier, under the terms and conditions of this agreement.

2. PARTS OF THE AGREEMENT

This agreement shall always be deemed to be subject to the provisions of Chhattisgarh Tendu Patta (Vyapar Viniyaman) Adhiniyam 1964, the rules made there under and the orders and notifications issued from time to time under the said Adhiniyam and the rules and the terms and conditions of the said Tender Notice including the General / other terms and conditions of the tender and instructions for Tenderers contained in Annexure I of the Tender notice, all of which shall form part of and shall be deemed to have become part of this agreement and which shall be construed to have been specifically provided for in these presents.

3. PURCHASE RATES ETC.

The purchaser shall purchase the tendu leaves to be collected / purchased in this lot which can be more or less than the notified quantity at the rate of Rs. ..... (in figures) ..... (in words) per standard bag. In addition to the purchase price of the lot the purchaser shall also pay the Forest Development Cess, Goods and Services Tax and other Tax / Cess as leviable on the purchase price from time to time.

4. PROCEDURE FOR COLLECTION / PURCHASE AND PAYMENT AND DELIVERY OF LEAVES AT COLLECTION CENTRES

I(a) The purchaser shall take the delivery of the green tendu leaves collected in the Primary Society - ..... which has been fully described in Schedules A & B, on all the collection centers given in Schedule B or any other additional center decided by Managing Director, District Union within the next two days of the date of collection from Primary Society or any person authorised by the Managing Director, District Union. The purchaser will not obtain tendu leaves directly from collectors/producers after paying collection charges/purchase price.

Note : The purchaser shall not raise any objection, if the leaves delivered by the Society to him in the standard bundle of 50 leaves fit for manufacturing bidies, are less or more by 2 leaves.

(b) The purchaser will take the delivery only on the collection centers mentioned in 4.I(a) above. The leaves found on unauthorised phad / place will be forfeited in addition to the action under Adhiniyam and this contract.

(c) No collection centre shall be allowed to be opened within the boundaries of Reserved / protected Forests except in Forest village or rocky areas / Sandy bed or rivers and nalas. Collection centres shall not be established beyond half kilometer of village habitation. Permission for opening collection centres within the boundaries of Reserved / protected Forests in the places other than places mentioned above, may if necessary under special circumstances, be granted by the concerned Chief Conservator of Forests on the recommendation of the concerned Managing Director, District Union.

II. The Primary Society will collect the tendu leaves from the Government lands and Forest lands and pay the collection rate per standard bag fixed by the Government and purchase the green unbagged tendu leaves from the private producers during collection season.

III. Purchaser shall appoint representative for each collection center. Purchaser will submit list of such representatives along with samples of their attested signatures, addresses and photographs in duplicate to the Managing Director, District Union. on or before 17.04.2018. If the Managing Director, District Union directs the purchaser to remove any representative, the purchaser shall immediately remove such person and bar him from carrying out any work under this agreement.

IV. It is the responsibility of the representative of the purchaser at every collection center that he will obtain the information of collection from Primary Society daily during collection period. Representative of the purchaser shall have to take possession of tendu leaves on the basis of their particulars in the collection booklet and he shall give receipt in prescribed form to the representative of the society immediately after taking possession of tendu leaves. The leaves which have been delivered to the purchaser and the leaves, the delivery of which has not been taken by the purchaser within next two days from the date of collection, will be at the risk of purchaser at the collection centers.

V. The purchaser shall not refuse to take the delivery of the tendu leaves offered by the primary society unless leaves are unfit for the manufacture of bidies. The leaves not accepted by the purchaser will be separately kept by the primary society and will be produced for inspection to Sub Divisional Forest Officer / Divisional Forest Officer or to the any officer authorized by them. The inspecting officer will deliver his decision to the representative of the purchaser on the collection center only which will be final and binding on the purchaser and if the leaves are fit for manufacturing of bidies as per the decision, then this quantity will also be included in calculation of due installments. If the purchaser does not take the delivery of tendupatta within next two days of the decision tendupatta shall be on the purchaser's risk and action may be taken according to the Condition VI.

VI. If the purchaser fails to take the delivery of tendu leaves within the period prescribed in the condition 4(I)a and 4(V), then in addition to any action for the violation of the purchaser's agreement.

(a) Managing Director of District union can deliver the leaves to the purchaser only after recovering the supervision charges of Rs.50/- per standard bag. If the leaves are delivered later on after drying, bagging and transportation to the purchaser by Federation or Primary Society or District Union as the case may be, then the purchaser in addition to supervision charges will pay the expenditure incurred on drying, bagging and transportation etc. as decided by the Managing Director of the District Union whose decision shall be final and binding on the purchaser.

OR

(b) The Federation can dispose such leaves through sale and can recover the loss amount from the purchaser.

VII. If the purchaser is offered any quantity in addition to notified quantity by the primary society, the purchaser is bound to take the delivery of additional quantity on phad.

VIII. The purchaser will himself treat, bag, load, transport and godown the leaves after taking the delivery of the green leaves and bear the expenses on these works himself. The number of bundles in any condition will not be less then 500 in actual bag of size 44"x56". The purchaser is also responsible for the proper treatment of the phad to protect the leaves from termite and other insects. So the responsibility of any damage to the leaves from termite and other insects between collection and delivery is of the purchaser only.

IX. In case of any dispute regarding boundaries of primary societies, the decision of Managing Director of District union shall be final and binding on the purchaser.

X. If the Managing Director Distt. Union in his discretion communicates to take the delivery of empty hessian bags and jute yarn, the purchaser shall be bound to take delivery of such quantity on the rate fixed by the Managing Director, District Union. Purchaser shall make payment of the cost of above quantity of bags and jute yarn in the office of the Managing Director of Distt. Union in the form of Bank Draft / Demand Draft of a scheduled bank drawn in favour of Managing Director, C.G..State Minor Forest Produce (Trading & Development) Co-operative Federation Limited payable at Bank Branch of the place shown in Annexure-VI for the Distt. Union on or before 01.05.2018. The purchaser will be delivered bags and yarn after the full payment as mentioned above only.

XI. Purchaser shall cross mark the existing mark on the bags supplied by the Distt. Union before bagging such bags. Any bag, found with its original mark intact and not cross marked during transportation of leaves, shall be treated as illegal collection and transportation and liable to be seized. Purchaser shall write the name of the district union, name of primary society, name of the purchaser, name of the phad, serial no. of the bag on the phad and no. of bundles in the green colour on the bags provided by the District union or purchased by himself. The purchaser will clearly write the serial no. of godown on each bag in black colour.

5. PAYMENT OF ADDITIONAL SECURITY DEPOSIT

If the collected quantity exceeds the notified quantity by more than 10%, then the purchaser shall deposit the additional draft and bank guarantee for 25% security deposit calculated on the basis of collected quantity before the release of part /full quantity of tendu leaves or 16.07.2018 whichever is earlier in case of delivery from godowns and before the issue of release order of additional quantity incase of delivery from phad's. In case of delay in payment, Fee @ 0.035% per day will be charged.

6. PROCEDURE FOR PAYMENT OF AMOUNT DUE AND DELIVERY OF LEAVES

1(a) If the purchaser wants, he can remove the Tendu leaves up to the notified quantity of the lot from the collection centres under transit pass issued as per the provision of the Adhiniyam and Niyamvali, by making payment in the office of the Managing Director of Distt. Union the purchase price calculated on the basis of the notified quantity along with tax payable after informing the place and full address of godown and name, telephone number and complete address of owner

of the godown. If the collected quantity is more than the notified quantity then the permission for removal of additional quantity from the phad will be given only on the payment of additional amount due along with taxes.

(b) If the purchaser does not want to get the leaves released from the phad after paying the full balance amount due and expresses the written desire to store the leaves in the godowns under double lock of purchaser and federation to avail the facility of the payment in installments up to 17.04.2018 or 21 days from the date of purchaser appointment order which ever is later, he will be permitted to store the leaves in the godowns taken on rent by him in the state of Chhattisgarh, specially approved for this purpose by the Managing Director Distt. Union or any officer authorised by him for the purpose after executing the tripartite agreement (Annexure-VIII) enclosed with this tender notice. The permission to transport the leaves from phad to godowns will be granted after it only. It is the responsibility of the purchaser to store in double lock up to 30.06.2018 the whole quantity of Tendu leaves delivered at different collection centers. For the purpose of inspection in the godowns, stacking of the tendu leaves will be done minimum 2 feet away from the godown walls. If the Managing Director Distt. Union directs the purchaser through a letter by 31.03.2018 or 15 days from the date of purchaser appointment order which ever is later to take the godowns of Forest Department / Federation / Primary Society / others on rent, then he will be bound to do so on the rent of Rs. 40/- per actual bag but he will not be required to execute the tripartite agreement in Annexure-VIII and can keep the leaves in the godown till 15.04.2019 but if the purchaser wants, he can store the leaves in his own godown under double lock of purchaser and Federation after paying the rent of Rs. 40/- per actual bag. The purchaser will have to make the payment of godown rent on the basis of storage capacity of the godown fixed by the Managing Director, District Union by 15.05.2018 in one installment.

(c) Bundles **(Guddies)** of 5% bags of each trip will be verified in godown campus by the Godown Incharge/ person authorised by the Managing Director District Union before the leaves are stored according to condition 6(I)a above inside/outside state and according to condition 6(I)b inside the state in the double lock, and panchnama of verification will be prepared. For verification, proportionate number of bags from each collection centre will be selected. During counting of bundles **(guddies)** collection centre wise percentage of excess bundles found will be applicable to all the bags of that collection centre in particular trip and for that purchaser will have to pay the sale value along with the taxes for additional quantity without affecting any other action under the purchaser's agreement. For verification, the purchaser will provide labours but Federation can also engage the labours and expenses of verification, which will be determined by the Managing Director District Union, will be paid by the purchaser within 21 days of the date of issue of the notice.

(d) **1.** The purchaser shall make payment in the office of Managing Director of Distt. Union the amount due that is the full purchase price along with the tax payable on it on or before the following dates in four equal installments as per details given in the condition no. 13 of Annexure-I.

Instalment	Due date of Instalment
1st	05.10.2018
2nd	22.11.2018
3rd	05.01.2019
4th	20.02.2019

2. REBATE ON FULL PAYMENT OF PURCHASE PRICE:-

If the purchaser makes full payment of the purchase price of the lot along with all due taxes up to the due date of Ist installment, a rebate of 2% of purchase price shall be given. If the purchaser wants to avail this facility, he shall pay 98% amount of the purchase price along with all due taxes on the purchase price (100%). If the collection is more or less than the notified quantity the rebate will be allowed on collected quantity.

3. The purchaser will be entitled to remove the 1/4th quantity of tendu leaves from the godown on payment of one installment. If purchaser had not taken the delivery of tendu leaves at collection centre or not godowned the delivered tendu leaves from the collection centre in double lock, then firstly the purchase price of this quantity will be adjusted from the installment paid by the purchaser. If the purchaser fails to pay any installment of the amount due by the due date, he shall pay late Fee at the rate of 0.035% per day on the delayed payment. If the due date of any installment is on a public holiday, the next working day will be taken as the due date for the purposes of calculation of late Fee.

4. The leaves shall be kept under the custody, watch and ward and supervision and at the risk of the purchaser but under the control of Managing Director of the Distt. Union and on the conditions of putting a lock of the Federation to the godown or by any other device prescribed by the Managing Director of the Distt. Union to have full access and control over the leaves

5. The purchaser shall necessarily have to get initially insured against possible loss due to fire and theft etc. for the leaves to be kept in the godown / godowns. The purchaser will insure the total amount of sale value and taxes due as per the estimated quantity for the period 20.04.2018 to 30.04.2019 and handover the certified photocopy of Insurance Policy by 20.04.2018 in the office of Managing Director, District Union. In case the collection is more than the estimated quantity, then the purchaser will handover certified photocopy of the insurance policy for the period up to 30.04.2019 of extra amount by 18.06.2018 or before transportation of leaves from the Phad whichever is earlier in the office of Managing Director, District Union. Besides, the purchaser will ensure that the insurance of the leaves shall be for the amount which shall not be less than the amount due against the purchaser at any time. The permission to receive the transit pass from Phad / Godown or the delivery order from the office of District Union will be subject to the delivery of the insurance policy of the adequate amount in the office of the Managing Director District Union. If there is any loss to tendu leaves by any reason, the compensation shall be payable by the insurance

company directly to the Federation and the purchaser shall have to get this provided in the insurance policy to the satisfaction of the Managing Director of the Distt. Union. These are specific conditions of the facility of godowning. If the insurance company fails to pay compensation to the Federation for any reason, the purchaser shall be bound to make such a payment. In case of any difference between the amount paid by the insurance company and the amount payable to the Federation, the purchaser shall pay the difference. If the payment of compensation or part thereof is received after the due date of installment, the purchaser shall pay late Fee @ 0.035% per day on the delayed amount.

7. FACILITY OF DELIVERY OF LEAVES AGAINST BANK GUARANTEE

(a) Subject to the provision contained in para 9(ii) of the Tender notice if the purchaser wants to avail of the facility of releasing the leaves from double lock against Bank guarantee, then he shall submit bank guarantee equal to 30% of the purchase price, of any scheduled bank in favour of Managing Director of District Union before the payment of Ist installment falls due. In such a case the leaves can be transported from godowns only and not from phad. The leaves will be released as per the following terms and conditions:-

(I) Bank guarantee shall be valid upto 30.04.2019 and it should have been confirmed by the bank. The guarantee shall be in favour of the Managing Director, District Union.

(II) After confirmation of bank guarantee from the bank, 1/4th part of leaves will be released to the purchaser on payment by him of all taxes payable as per condition 8 pertaining to Ist installment.

(III) On payment of Ist installment along with all payable taxes through Bank / demand draft as per condition 6(1)(c) by the purchaser another $1/4^{th}$ part of the leaves will be released to him and likewise on payment of the second installment, another 1/4th part of the leaves will be released to him and so on.

(b) (I) In the event of nonpayment of any installment on due date, the bank guarantee shall be encashed and till the payment is received late Fee thereon at the rate of 0.035% per day will also be recovered from such encashed amount. The bank guarantee will be released after the payment of last installment.

(II) The furnishing of the bank guarantee shall not absolve the purchaser of his responsibility or liability for payment of any amount payable to the Federation covered by the Guarantee. The ultimate responsibility for payment of all the amounts due to the Federation, without prejudice to the rights of the Federation for encashment of the Bank guarantee, is that of the purchaser.

(III) If the Federation is unable to recover any amount due to it on account of the non encashment of the Bank guarantee for any reason, whatsoever, the amount due shall be payable by the purchaser and on his failure to do so, it shall without prejudice be the right of the Federation regarding encashment of the Bank guarantee be recoverable as an arrear of land revenue from him, as also from any other amount of the purchaser held by the Federation

pertaining to this agreement or any other agreement subsisting or that may be executed in future.

(IV) Non encashment of Bank guarantee for any reason whatsoever resulting in nonpayment of the amount due to the Federation under this agreement shall be deemed to be a specific breach of this agreement on account of which this agreement shall be liable to be terminated and the purchaser blacklisted for a period up to 5 years and action can be taken according to condition no.14 of the purchaser's agreements.

(V) The Bank guarantee for the purpose of this clause shall be furnished in the form given in Annexure-V enclosed with the Tender Notice.

8. PAYMENT OF TAXES

(I) Under this agreement an installment shall not be deemed to have been paid unless all taxes due thereon are also fully paid.

(II) The Purchaser shall pay the Goods & Service Tax under Chhattisgarh Goods & Service Tax Adhiniyam 2017 as amended from time to time and Forest Development Cess and other taxes / cess as per details given in the condition no. 13 of Annexure-I.

(III) The purchaser, unless exempted by the Income tax authorities in the prescribed proforma, shall pay the Income tax due under the Income Tax Act 1961.

9. ISSUE OF SALE CERTIFICATE

The Federation or an Officer authorized by the Federation or Divisional Forest Officer, shall after giving delivery of Tendu leaves, issue sale certificate in form 'L' as provided under provision of C.G.. Tendu Patta (Vyapar Viniyaman) Niyamavali, 1966.

10. COMPLIANCE OF AGREEMENT

If the terms and conditions of tender notice pertaining to delivery and sale and of this agreement are not fully complied with it will be considered that the purchase of leaves has not taken place.

11. SECURITY DEPOSIT

(i) The purchaser binds himself to perform all the acts and duties as are required to be carried out and to restrain himself and his servants and agents from doing all those acts as are prohibited, by or under the provisions of the Adhiniyam and rules made there under, Indian Forest Act 1927 and rules made there under to the extent these are applicable to this agreement and for timely observance and compliance of the terms and conditions of this agreement, he has deposited with the Chief Conservator of Forests a sum of Rs. ..... by way of security in accordance with the provisions of Tender Notice.

(ii) This security deposit can be adjusted either wholly or in part as the case may be, by the Divisional Forest Officer towards any amount recoverable from the purchaser, including the purchase price under provisions of the Adhiniyan, Niyamavali, Purchaser's agreement and the terms and conditions of the tender notice and all such deductions shall have to be made good, by the purchaser by depositing an equal amount within 15 days of issue of the notice to that effect.

(iii) If the dues to be recovered from the purchaser exceed the amount of security deposit, the amount in excess shall unless made good to the Divisional Forest Officer within 15 days from the date of issue of the notice to that effect, be recoverable as arrears of land revenue.

(iv) The Security Deposit or the balance amount (excluding the bank guarantee), as the case may be, except the 5% of purchase price as cash or bank guarantee as desired by the purchaser, shall be adjusted in the last installment if the delivery is being given from the godown and towards the last payment if the leaves are released from the phad after Divisional Forest Officer is satisfied, that purchaser has complied with all the terms and conditions of the purchaser's agreement, the Adhiniyam, Niyamavali and conditions of the tender notice, and no amount is outstanding against him.

(v) After the adjustment of the security deposit as per sub condition (iv) above, the balance Security Deposit in terms of bank guarantee / cash will be refunded to the purchaser after Divisional Forest Officer is satisfied, that purchaser has complied with all the terms and conditions of the purchaser's agreement, the Adhiniyam, Niyamavali and conditions of the tender notice, and no amount is outstanding against him.

12. VIOLATION OF ADHINIYAM ETC.

The purchaser agrees to pay to Government / Federation a sum which may extend to Rs.1000/- (Rupees One thousand only) for any violation of the provisions of the Adhiniyam, rules made there under or if this agreement committed by himself or by any person employed by him.

13. PENALTIES

If the purchaser commits breach of any of the terms and conditions of this agreement and it is not proposed to terminate the agreement on account thereof, the Managing Director of the District Union shall have the power to levy a penalty not exceeding Rs.1000/- for each such breach. If this exceeds Rs.500/- (Five Hundred), an appeal against such order may be made within 30 days of the issue of the order to the Chief Conservator of Forests whose decision, thereon shall be final and binding.

14. TERMINATION OF PURCASER'S AGREEMENT

(I) If the purchaser fails to pay the first installment before the due date of 3rd installment or 2nd installment before due date of the 4th installment or third installment before due date of 4th installment or the last installment within 15 days of its due date or any other amount due or to comply with any of the provisions of this agreement, the Chief Conservator of Forests may at his discretion and without prejudice to any other right and remedies that maybe available to him, terminate this agreement after giving 15 days notice and giving an opportunity of hearing to the purchaser and blacklist the purchaser for a period up to 5 years.

(II) The order of termination of the agreement shall be delivered in person to the purchaser or sent by Registered post. The termination shall be effective from the date of order terminating the agreement.

(III) On termination of the agreement, the Federation shall be entitled to :-

(a) Forfeit the Security deposit in full.

(b) Forfeit the undelivered stocks of tendu leaves in storage in favour of the Federation for which payment has been made and to remove the purchaser's control on godown's double lock, but if the purchaser is interested to restore the agreement as per the condition 14(IV), then the purchaser will submit the insurance policy as per purchaser's agreement condition 6(5) for the minimum period of 01.05.2019 to 31.10.2019 in the office of Managing Director District Union and he can keep his security guards in the godown campus to protect the leaves from theft and fire till the resale of lot to the other purchaser, so that there is no dispute about quantity of leaves on the revival of the agreement. It is the responsibility of the purchaser to immediately remove his lock from the godown on the termination of agreement and he will take letter from Managing Director District Union for keeping record of having done so.

(c)(i) Sell the Tendu leaves in the godown for which amount due has not been paid and undelivered stock of tendu leaves in storage which has been forfeited in favour of the Federation under condition 14(III)(b) and recover the loss. Such loss shall also be recoverable by encashment of the Bank guarantee, if any such guarantee has been furnished by the purchaser under clause 7, as also from sale of such leaf which as been forfeited in favour of the Federation under condition 14(III)(b). Provided if the lot is not resold in the first tender/auction, or the tendu leaves are destroyed due to fire before sanction of resale after issue of order of termination of agreement, loss will be recovered from the purchaser treating the value of the lot as zero, However, if the lot is sold in subsequent tender / auction, the amount of sale price recovered or amount received from insurance claim as such shall be adjustable against balance amount of loss or be refunded to the purchaser as the case may be. However no late Fee will be payable to the purchaser on such amount. In event of cancellation of purchaser's agreement the loss to be recovered from the 1st purchaser will be computed as follows:-

Total expected receipts including all taxes in concerned Tender / Auction (+) expenditure on storage, supervision and insurance etc. up to disposal (-) receipts including taxes from subsequent Tender/Auction.

(ii) Recover any amount of loss still remaining due as arrears of land revenue.

(iii) Retain the full amount, if on such resale higher amount is received than is due in respect of the lot and the purchaser shall have no right or claim thereto.

(d) Recover all cost and expenses incurred for recovering loss.

(e) Recover all penalties imposed and compensation assessed not yet paid.

(IV)(a) If after termination of the agreement but before sale of the leaves but not after 30.09.2019, the purchaser pays the entire amount due including late Fee, all taxes and cess payable, penalties imposed and restoration fee of Rs.10000/- in the office of Managing Director of District Union, and submits the insurance policy as per purchaser's agreement condition 6(5) up to the period 31.10.2019 in the office of Managing Director District Union, the Managing Director of the Federation may

at his discretion revive the agreement and extend the period of contract if necessary up to 30.09.2019. On restoration of the agreement and payment of all due amount and restoration fee as above, the undelivered stock of tendu leaves, will be delivered to the purchaser.

(b) If the purchaser does not want to avail of the facility described in condition no 14(IV)(a) and wants the facility to deposit the balance purchase price in installments, the Managing Director of the Federation may, at his discretion, grant the facility to the purchaser to pay in installments and may revive the above agreement but in such case the purchaser shall make payment with an late Fee at the rate of 0.045 percent per day on amount payable including all taxes / cess and penalties from the original date of payment of concerned installment and restoration fee of Rs.10000/- and submit the insurance policy as per Purchaser's Agreement condition 6(5) up to the period 31.10.2019. On such revival of the agreement, the Managing Director of Federation may at his discretion, specify the date of payment of installments and period of delivery but the date of installments or extended agreement period shall not be beyond 30.09.2019. The purchaser will have to deposit Rs.10000/-, minimum one installment along with due taxes / cess and late Fee on the installment with the application for revival. If the purchaser fails to pay the installment and late Fee due on or before amended date of installment then the Chief Conservator of Forests will again terminate the agreement without issuing the show cause notice to the purchaser. If all dues are not paid within the extended agreement period, then the agreement will be deemed to have been terminated again.

(V) Whenever the agreement is so revived, the security deposit forfeited due to the termination, shall stand restored automatically and the purchaser can again restore double locking with Federation in the godowns.

(VI) However, if the full amount due has not been paid and the Purchaser's Agreement has not been terminated and the contract period has expired even then Federation will be entitled as per purchaser agreement condition 14(III) and the purchaser can proceed as per condition 14(IV) and (V).

15. MAINTENANCE OF ACCOUNTS

The purchaser shall keep such accounts and records in such forms on collection centers, godowns and other places and shall submit such returns on or before such dates as are prescribed by the Managing Director of District Union from time to time. The records kept at collection centers, godowns and other places will be produced for inspection to any forest officer and person authorised by Managing Director District Union. The noncompliance of the instructions given by the Managing Director District Union will be the violation of purchaser's agreement.

16. PERFORMANCE OF DUTIES ETC. BY PURCHASER

The purchaser shall perform all acts and duties required to be done by him and shall abstain from doing by himself or by his servants and agents any act prohibited by / or under the provisions of the said Adhiniyam, and the said Niyamavali in so far as they are not inconsistent in the context of this agreement.

17. (I) PRUNING

(a) The pruning work in all phads of revenue and forest area will be done by the Primary Forest Produce Co-operative Societies.

(b) The contractor will ensure that no fire and illicit felling of tendu trees takes place during pruning and collection period in forest area of all collection centres during the period from 15.02.2018 to 15.04.2018. Illicit felling of trees or lopping of the branches of tendu leaves and setting forests on fire will be strictly prohibited in the said period. The purchaser will not only protect the area from the losses but also inform the forest department about the above losses and provide active and timely co-operation to prevent them. The purchaser shall be fully responsible for the loss during the period from 15.02.2018 to 16.04.2018 due to illicit felling of tendu trees and fire in the forest area of all collection centres.

(II) DAMAGE TO THE FORESTS

If the purchaser is not able to protect the forest area of any collection centre of the lot from illicit felling of tendu trees or fire from 15.02.2018 to 16.04.2018 as per condition 17(1)(b), then up to 5% of the purchase price will be forfeited by the Chief Conservator of Forests from the 25% security amount deposited by the purchaser in addition to the recovery of the loss which will be assessed by the Chief Conservator of Forests and his decision will be final and binding on the purchaser.

18. TRANSPORT OF TENDU LEAVES AND ISSUE OF TRANSPORT PERMIT

The Purchaser shall not transport Tendu leaves without a valid transport permit issued by the competent authority as contemplated under the said Adhiniyam and the Niyamavali. Last transit pass of the lot will be issued to the purchaser after the full payment of due amounts.

19. PAYMENT OF STAMP DUTY

The purchaser shall at all times comply with the provisions of the Indian Stamp Act, 1899 and Court Fee Act of 1870 and rules and regulation made there under, as applicable to Chhattisgarh.

20. FIRST CHARGE

(1) The amount of purchase price or the balance thereof as the case may be as is due under the terms and conditions of the Tender Notice and the terms and conditions of this agreement, the Adhiniyam and the rules, shall form first charge on the Tendu leaves taken delivery of by the purchaser.

(2) The purchaser shall not export or utilize for manufacture of bidies or otherwise dispose off such Tendu leaves until this charge is fully discharged.

21. LEGAL JURISDICTION

(1) Any dispute arising out of this agreement shall be subject to the jurisdiction of courts in Chhattisgarh.

(2) If any purchaser moves to court against Govt. / Federation and the decision of the court is in favour of Govt. / Federation, then the purchaser shall be responsible for the loss in the value of forest produce due to court proceeding, and this loss with interest will be recovered from purchaser.

In witness whereof the Chief Conservator of Forests and **Ex-officio** General Manager of Federation has hereto set his hand and affixed the seal of his office and the purchaser / purchasers above named has / have hereto set his / their respective hand(s) on the day and year first herein above written.

Signed, sealed and delivered by Chief Conservator of Forests and **Ex-officio** General Manager of Federation in presence of following witnesses:-

For and on behalf of
Governor of Chhattisgarh

WITNESS:

1. Signature .....
   Name .....
   Full Postal Address ..... .
   ..... Conservator of Forest & **Ex-officio**
   General Manager of Federation

2. Signature .....
   Name .....
   Full Postal Address ..... .
   ..... Signed by the Purchaser(s)
   above named in the presence of
   following witnesses.

WITNESS:

1. Signature .....
   Name .....
   Full Postal Address ..... .
   .....

2. Signature .....
   Name .....
   Full Postal Address ..... .
   .....

.....
Signature of the Purchaser
Name .....
Full Postal Address ..... .