



**CHHATTISGARH STATE MINOR FOREST PRODUCE
(TRADING & DEVELOPMENT) CO-OP. FEDERATION LIMITED**

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Notification No. TP(2010)-I

Dated : 01.12.2009

TENDER NOTICE

**TENDER NOTICE FOR THE ADVANCE SALE OF TENDU LEAVES OF
2010 SEASON TO BE COLLECTED IN CHHATTISGARH**

INTRODUCTION

Whereas the Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited, Raipur hereinafter called the FEDERATION has been appointed as Agent under section 4 of Chhattisgarh Tendu Patta (Vyapar Viniyaman) Adhiniyam 1964 for the collection, purchase and trade of tendu leaves in whole of the state as per orders of the State Government here in after called Government.

The Government has directed the Federation in year 2010 season to get the tendu leaves collected through Primary Forest Produce Co-operative Societies here in after called the Society in which the State Government is a share holder in the supervision of District Forest Produce Co-operative Union here in after called District Union in the areas of the Societies.

As per the Government orders the Society will pay the collection charges per standard bag fixed by the Government to the collectors for the Tendu leaves brought from Government lands and Forest lands and purchase price per standard bag fixed by the Government to the private growers at different collection centers (Phads). The green leaves will be handed over to the purchaser appointed for the society on the collection centres only. The treatment, transport and godowning etc. of delivered tendu leaves will be done by the purchaser at his own expenses.

Now therefore, the Federation acting in the name of and on behalf of the Governor of Chhattisgarh invites sealed Tenders from Persons/Registered firms/Legal companies for the purchase of the said Tendu leaves. Tender Notice (Annexure I to VII including Schedule A and B) may be downloaded from Federation's website **www.cgmfpfed.org** from following mentioned dates.

Tender Round	Date of submission of tender	Date from which tender notice can be downloaded
First	03.01.2010	15.12.2009
Second	19.01.2010	15.01.2010
Third	02.02.2010	27.01.2010

2. DEFINITIONS AND TERMS AND CONDITIONS OF TENDER AND INSTRUCTIONS FOR TENDERERS

The Definitions of different words and expressions, which have been used in this Notice including its Annexures and schedule shall unless the context otherwise requires be as are given in the "Terms and conditions of the tender and instructions for the tenderers" contained in Annexure-I. These, "Terms and conditions of tender and instructions for tenderers" shall form part and parcel of this tender notice, and shall be construed as included in this notice for all purposes.

ANNEXURE – I (Terms and Conditions)

3. LOTLIST AND CONTRACT PERIOD

Tenders are invited for the purchase of lots of tendu leaves to be collected/purchased by Societies as shown in the schedules A & B appended to this notice, for the contract period ending on 31.03.2011.

Schedule A & B (Lot list of tendu leaves)

4. TENDER FORM ETC

(i) The Tender form alongwith Tenderer's Agreement will be downloaded from the website of the Federation mentioned above. Tender form and tenderer's agreement will not be available in any office for sale.

ANNEXURE-II (Tender Form)

(ii) The tenderer shall personally verify and ensure that he has downloaded the tenderer's agreement along with the tender form as it is compulsory to enclose the tenderer's agreement duly signed along with the Tender. The full responsibility of downloading the requisite documents is that of the tenderer.

ANNEXURE-III (Tenderer's Agreement)

5. SUBMISSION OF TENDERS

- (i) All those tenderers, who have been allotted Permanent Tenderer Number (P.T.N.) either by M.P. State M.F.P. Federation or Chhattisgarh State M.F.P. Federation, which was communicated to them through purchaser appointment order/E.M.D. refund letter, shall mention the P.T.N. on the top right hand corner of the first page of the tender form. The tenderers, who have not been allotted a Permanent Tenderer Number (P.T.N.) should mention "Not Allotted" in the space provided for P.T.N.
- (ii) As per section 139A of the Income Tax Act, 1961, quoting of Permanent Account Number (PAN) and enclosing of photocopy of PAN card is compulsory for all the tenderers. The Permanent Account Number (PAN) should mention on the top right corner of the first page of the tender form.
- (iii) The tender complete in all respects shall be placed in a sealed envelope bearing the following words and address.

**TENDER FOR ADVANCE PURCHASE OF TENDU LEAVES TO BE
COLLECTED IN THE YEAR 2010**

(TENDER NOTICE NO. TP(2010)-I DATED 01.12.2009)

For First Round Tender - Date of opening of tender 04.01.2010
For Second Round Tender - Date of opening of tender 20.01.2010
For Third Round Tender - Date of opening of tender 03.02.2010

To,

The Conservator of Forest & Ex-officio General Manager of Federation
.....Circle,
.....(P.O.) (Chhattisgarh)

From,

Name of Tenderer
Address

(iv) The envelope containing the tender form may be presented to the Conservator of Forests or to the person authorized by him for this purpose after obtaining due acknowledgement or may be sent by Registered post with acknowledgement due in such manner so as to reach him before 16.30 hrs. of 03.01.2010, 19.01.2010 and 02.02.2010 for First, Second and Third round respectively. Tenders will be received on these dates, even if it is declared a public holiday.

6. OPENING OF TENDERS

(i) Tenders received in the office of various Conservators of Forests will be opened on 04.01.2010, 20.01.2010 and 03.02.2010 for First, Second and Third rounds respectively from 9.00 hrs. at Social Forestry Division Meeting Hall, Pandari, Raipur and at Auction Hall behind D.F.O. Office, Warehouse Road, Bilaspur in presence of those tenderers who may be present at the premises notified by the Conservators of Forests. The tenders will be opened on due date and if required on subsequent dates also, even if these are declared public holidays.

(ii) Tenders received in various circles will be opened at the places shown against them in the order given below:-

CIRCLE AND ORDER	PLACE WHERE TENDERS WILL BE OPENED
1. RAIPUR, DURG, KANKER, JAGDALPUR	RAIPUR
2. BILASPUR, SARGUJA	BILASPUR

(iii) The tenders will be opened at each place by a committee consisting of following Officers or by a committee constituted by the Managing Director of Federation.

S.NO.	PLACE	MEMBER OF COMMITTEE
1.	RAIPUR	Conservator of Forests, Raipur, Durg & Kanker
2.	BILASPUR	Conservator of Forests, Bilaspur, Conservator of Forests (Working Plan), Bilaspur and Divisional Forests Officer, Bilaspur.

7. EXECUTION OF PUCHASER'S AGREEMENT

(i) The offer of successful tenderer will be accepted by issuing telegram and/or by letter and on the issue of such acceptance contract regarding purchase of tendu leaves of concerned lot between the tenderer and the Federation will be deemed to have come into force and the tenderer will be treated as the purchaser of the lot.

(ii) The successful tenderer shall have to execute an agreement before the Conservator of Forests or the person authorized by him for this purpose in the form given in Annexure-IV (purchaser's agreement) in respect of every lot within 30 days of the issue of the acceptance of his offer by the Federation. This period may be extended by 7 days by the Conservator of Forests on deposition of a fee of Rs.2000/- by the tenderer. If the 30th/7th day described above is a public holiday, the agreement can be executed on the next working day. The period of 30 days/7days shall be counted from the day next to the date of issue of order by the Federation/Conservator of forests.

(iii) In the event of non-execution of the agreement the appointment shall be liable to be cancelled and on such cancellation 8% of the purchase price of the concerned lot shall be forfeited from the E.M.D. and the Tenderer may be black listed by the Conservator of forests for a period which may extend to 3 years. In addition, on subsequent disposal of lot(s) for which the appointment of the purchaser has been cancelled, the purchaser shall bear the loss accruing to the Federation, if any, and if the amount of loss is not deposited by the purchaser within 15 days from the issue of demand notice in this regard, the amount of loss shall be liable to be recovered as an arrears of land revenue. But if on such subsequent disposal, the amount realized is more than the purchase price, purchaser shall have no right or claim to the excess amount. But if purchaser is interested then by depositing the 15% amount of the sale value including amount of EMD, he can be free from all subsequent liability including recovery and black listing.

8. PAYMENT OF AMOUNT DUE

- A. The purchaser shall make payment of the purchase price due, in the manner provided in the purchaser's agreement in four equal installments on or before the following dates:-

No. of the Installment	Date
Ist	04.10.2010
IInd	19.11.2010
IIIrd	04.01.2011
IVth	15.02.2011

B. 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 collected quantity exceeds the notified quantity, then the rebate will be allowed on collected quantity.

9. TRANSPORT/REMOVAL OF LEAVES

- (i) Removal and transportation of leaves after the payment of the installment(s) due has been made shall be in accordance with the provisions contained in the Annexure-I & IV.
- (ii) If the purchaser wants to avail the facility of release the tendu leaves from double lock against Bank Guarantee, then he can do so in the manner provided in clause 7 of the purchaser's agreement. The Bank Guarantee shall be in the form given in Annexure-V.

10. ANNEXURES

Annexure-I to V and schedule referred to above and Annexure-VI and Annexure-VII (Annexure-VII will be available in Hindi only) which are annexed to this Tender Notice No. TP(2010)-I dated 01.12.2009 will be treated to be annexure of this tender notice for all purposes and may therefore be seen for reference.

11. ACCEPTANCE OF THE TERMS AND CONDITIONS

The act of submitting the tender shall be deemed to be unconditional acceptance of terms and conditions contained herein.

12. IN THE EVENT OF NON EXECUTION OF PURCHASER'S AGREEMENT OR CANCELLATION OF PURCHASER'S AGREEMENT THE AMOUNT OF LOSS WILL BE COMPUTED AS FOLLOWS:-

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

13. HINDI VERSION TO BE AUTHORISED TEXT

The HINDI version of this notice including its schedule and annexures shall be deemed to be the authorised text for all purposes.

For and on behalf of Governor of Chhattisgarh

MANAGING DIRECTOR

Chhattisgarh State Minor Forest Produce (T&D)

Co.-op. Federation Ltd., Raipur

ANNEXURE-I

TERMS AND CONDITIONS OF TENDER AND INSTRUCTIONS FOR THE TENDERERS FORMING PART OF THE TENDER NOTICE NO. T.P. (2010)-I DATED – 01.12.2009

The following are Terms and Conditions of the Tender, and instructions for the tenderers, and the definitions of the different words and expressions which have been used in the Tender Notice including its Schedules and Annexures. These shall form part and parcel of the Tender Notice.

1. DEFINITIONS

In the Tender notice including its annexures unless the context otherwise requires.

- (i) "ADHINIYAM" means, Chhattisgarh Tendu Patta (Vyapar Viniyaman) Adhiniyam 1964 (Act No. 29 of 1964) for the time being in force;
- (ii) "AGENT" means, agent appointed by the Government under section 4 of the Adhiniyam;
- (iii) "AMOUNT DUE" means, the amount which is the total of the purchase price of the lot and the tax payable on it, which a successful tenderer will have to pay. The purchase price along with tax payable on the collected/purchased quantity in addition to the notified quantity will also be included in it.
- (iv) "ANNEXURE" means an annexure to the Tender notice;
- (v) "ARREARS" means, any amount outstanding against tenderer which is due to the Forest Department of the Government or Federation and intimation of which has been sent to him by the Forest department or Federation or their Officer, by Registered Post at least 30 days prior to the last date of submission of the tender;
- (vi) "COLLECTION SEASON" means, period of the calendar year from April to July;
- (vii) "CONSERVATOR OF FORESTS" means, concerned territorial Conservator of Forests who is also declared as Ex-officio General Manager of Federation;
- (viii) "DISTRICT UNION" means, a District Forest Produce Co-operative Union registered under Chhattisgarh Co-operative Societies Act 1960 (Act No.17 of 1961) which is a member of the Federation.
- (ix) "DIVISIONAL FOREST OFFICER" means, concerned Divisional Forest Officer (General) who is also declared as Managing Director of the concerned District Union;
- (x) "FEDERATION" means Chhattisgarh State Minor Forest Produce (Trading and Development) Co-operative Federation Limited, Raipur;
- (xi) "GOVERNMENT" means, Government of Chhattisgarh;
- (xii) "LOT" means, the Tendu leaves to be collected in a Primary Co-operative Society area, National Park and Sanctuary;
- (xiii) "NIYAMAVALI" means, Chhattisgarh Tendu Patta (Vyapar Viniyaman) Niyamavali 1966 for the time being in force;
- (xiv) "PRIMARY SOCIETY" means, a Primary Forest Produce Co-operative Society registered under the Chhattisgarh Co-operative Societies Act, 1960 (Act No.17 of 1961) which is a member of District Union;

- (xv) "PRUCHASE CAPACITY" means, that amount which is deemed to be the purchase capacity in accordance with provisions of conditions No.4(iv) and 5(ii) of these terms and conditions;
- (xvi) "PURCHASE PRICE" means, that amount which is arrived at by multiplying the purchase rate defined in (xvii) below, by the quantity collected in standard bags of the lot;
- (xvii) "PURCHASE RATE" means, the tendered rate offered by tenderer per standard bag which has been accepted by the Federation;
- (xviii) "RANGE OFFICER" means, concerned Range Officer who is also ex-officio Range Manager of Federation;
- (xix) "TAX PAYABLE" means, Value Added Tax, Forest Development Cess and other taxes/cess as leviable from time to time, on the purchase price of the Tendu leaves in a lot;
- (xx) "TENDERED RATE" means, the rate per standard bag (which does not include Value Added Tax, Forest Development Cess and other taxes/cess) offered by the tenderer separately for each lot in Para 9 of the Tender Form given in Annexure-II of the Tender Notice for the purchase of Tendu leaves comprised in such lot;
- (xxi) "TENDERER" means, a person or a Registered Firm or legal company who offers tender for the purchase of Tendu leaves in accordance with the terms and conditions here in contained which expression shall include his heirs successors, representatives and assignees;
- (xxii) Words and expressions which have not been defined above but which are defined in the Adhinyam or Niyamavali, will have the same meaning as is assigned to them in the said Adhinyam or Niyamvalli.

2. DETAILS OF UNITS

Details of units (Name & Boundary) from which collection has been made are given in notification No.TP/11001 dated 26.11.1986 issued by Chief Conservator of Forests (Production) M.P. under section 3 of Madhya Pradesh Tendu Patta (Vyapar Viniyaman) Adhinyam 1964 as amended from time to time.

3. PROVISIONS OF ADHINIYAM ETC APPLICABLE:

All the provisions of the Adhinyam and Niyamavali for the time being in force in so far as they are applicable to purchasers shall specifically form part and parcel of the terms and conditions of the tender notice and the purchaser's agreement.

4. PERSONS AUTHORISED TO SUBMIT TENDER ETC

- (i) Person or persons signing the tender form shall state in what capacity he or she or they are signing the tender form e.g. as sole proprietor of the firm concerned or as Managing Director or Director or Secretary of Limited Company. In the case of partnership firm the names of all the partners should be recorded and the tender form should be signed by all the partners or their duly constituted attorney having authority to bind all partners in all matters pertaining to the contract as recorded in the power of attorney or in the partnership deed. True copy of the Registered "Partnership Deed" should be furnished along with the tender form failing which the tender shall be liable to be rejected. It shall be obligatory on the part of every partner of the firm, which enters into agreement to fulfill the terms and conditions of the agreement during the currency of the contract thereof, notwithstanding the dissolution of the partnership in the mean time, In the case of a limited company, the tender form shall be signed by a person empowered to do so by the company, copy of Memorandum and Articles of Association of the company and the letter authorizing the person signing the tender

documents shall be attached to the tender form failing which the tender shall be liable to be rejected. In the case of Hindu undivided family, the name of the family members should be recorded in the tender form and 'Karta' who can bind the family, should sign the tender form and indicate his status below his signature.

- (ii) The person signing the tender form on behalf of another or on behalf of a Firm shall enclose with the tender form power of attorney or deed duly executed in his favour or the partnership deed giving him such power showing that, he has the authority to bind such other person or the firm, as the case may be in all matters pertaining to the contract. If the person so signing the tender form fails to enclose the said power of attorney or partnership deed, his tender shall be liable for summary rejection. The power of attorney should be signed by all the partners in the case of partnership concerns, by the proprietor in case of a proprietary concern and by the person who by his signature can bind company in the case of limited company. In the case of Hindu undivided family the power of attorney should be signed by the 'Karta' who by his signature, can bind the family.
- (iii) Tenders submitted by such persons who are minors, or insolvent or who have been blacklisted, shall be treated as invalid.
- (iv) A tenderer, who is in arrear, may pay the outstanding amount by Bank Draft/Demand Draft of any scheduled Bank along with his tender payable to the Managing Director of Federation, but if he fails to do so, the tender submitted by such tenderer will be taken into consideration after deducting the outstanding amount from his Earnest Money Deposit and in that case the purchase capacity of such tenderer shall be computed taking into account the reduced amount of Earnest Money Deposit.
- (v) The tenderer must be registered under the Adhiniyam and Niyamavali as manufacturer/exporter on the date of submission of the tender and if successful he must obtain registration certificate till the date of expiry of contract period. Registration Number and date of the registration certificate of the year in which tender is submitted and name of Forest Division shall be mentioned at the specified place in the tender form. It is obligatory to attach the photo copy of the registration certificate issued by the Divisional Forest Officer along with the tender form.
- (vi) The tender of any person/registered firm/legal company, who indulges in misconduct or disturbs peace during the opening of the tenders at the venue fixed for the purpose, shall be declared as invalid and the Earnest Money Deposit enclosed by him with the tender shall be forfeited and any loss suffered by the Federation on account of declaration of such tender as invalid shall be recoverable from him and in addition, such person/registered firm/legal company shall be liable to be blacklisted by the Conservator of forests for a period which may extend to three years.

5. EARNEST MONEY DEPOSIT

- (i) Every tender shall be accompanied by an Earnest Money Deposit of a sum which shall in no case be less than 8% of the purchase capacity declared by the tenderer in the tender form as per the details given in the condition no. 13. Tenders accompanied by earnest money in any other form or in case of RTGS transfer, the earnest money amount not received in the Federation's Bank Account till last date of submission of tender, shall be liable to be summarily rejected.
- (ii) The amount of purchase capacity mentioned in Tender Form or 12.5 times the amount of Bank Draft/Demand Draft, whichever is less, shall be accepted as the purchase capacity and

the tender shall be considered on the basis of such accepted purchase capacity. If nothing is mentioned as purchase capacity in the Tender form or if there is a difference in the figures and words of the purchase capacity mentioned, it shall be deemed to be 12.5 times amount of Bank Draft/Demand Draft enclosed with the tender as E.M.D. In the case of a tenderer who is in arrears, the purchase capacity for the purpose of this clause will be arrived at after taking into account the reduced amount of earnest money calculated in accordance with condition No.4(iv)

- (iii) In case of a successful tenderer Earnest Money Deposit shall in the first instance be adjusted upto the limit of 10% of sale value towards payment of security deposit as required by condition No. 9(i)
- (iv) The surplus amount of earnest money available with the Federation after adjustment of security deposit as above will at the request of the tenderer be adjustable towards payment of the installment(s) of the lot(s) in respect of which the tenderer is appointed as the purchaser or refunded to him.
- (v) The Earnest Money Deposit of unsuccessful tenderers shall be adjusted in other lots or can be used in next tender/Auction or returned to him/her as per his/her request after the result is declared.
- (vi) No interest shall be paid in any case on the amount of Earnest Money Deposit.

6. MANNER OF FILLING TENDER

- (i) A tenderer can submit only one tender for the purchase of one/several lots. No tender of a tenderer will be considered if more than one tender is submitted by him.
- (ii) Tenders can be submitted on the downloaded tender form only. Tender submitted on other form will be treated as invalid.
- (iii) The tenderer shall submit separate offer in his tender form for each lot showing his order of priority for the purchase of the lots. The tenderer shall offer/submit rate per standard bag exclusive of any tax/cess for purchase of Tendu leaves for each lot mentioned in his tender form. The offer must be made showing rate per standard bag and not in lump sum amount. The rate should be quoted in whole rupees. If it is quoted in fraction of a rupee it will be rounded off to the nearest rupee on the higher side by the Federation and the Tenderer shall have to abide by it. If there is difference in the rate quoted in figures and words, then the higher of the two will be deemed to be the offer of the tenderer.
- (iv) The tenderer should enter particulars of his first priority lot at the serial number 1, particulars of his second priority lot at serial number 2 in para 9 of the tender form and so on. The tenderer will not be allowed to change his order of priority shown by him in the tender form under any circumstances.
- (v) Offers for different lots can be made in such a way that the total purchase price of the lots, for which rates are tendered does not exceed 10 times the amount of purchase capacity. But the offers will be accepted only up to the limit of purchase capacity.
- (vi) If the total purchase price of offers submitted by a tenderer is beyond the limit of 10 times the purchase capacity, then such offers (in the order of priority) as are more than this limit, will not be taken into consideration.
- (vii) If any tenderer submits more than one offer for a lot, then only the highest rate given by him will be considered and the offers of lower rates will be presumed to have not been

made at all. If all the rates offered by a tenderer for a lot are equal, then only the offer at the highest priority will be considered and the offers at lower priority will be presumed to have not been made at all.

- (viii) If in the tender submitted by a tenderer, the offer for any lot is not clear that is for which specific lot or for what amount it is or there is a mistake regarding identity of the lot or if there is discrepancy in word and figure regarding the number of lot then offer of such lot will not be considered.
- (ix) Tenderer shall have to mention his correct and complete postal address in his Tender form at the place prescribed for this purpose. Communication sent to him by Registered Post on this address will be presumed to have been received by him. Responsibility for receiving all communications addressed to him will be that of the tenderer. If the address mentioned by the Tender is found to be incorrect he will be liable to be blacklisted.
- (x) If the tenderer makes any correction in the tender by cutting or overwriting, then details of such correction should be given in para 8 of the tender form and the corrected entry shall be signed by the Tenderer. Any other entry, corrected by cutting or overwriting not mentioned in para 8 of the tender form or not found signed by the tenderer after correction will be treated as invalid and will not be considered.
- (xi) The tenderer should fill up and sign every page of the Tender Form, and enclose all necessary documents and Tenderer's Agreement as duly executed with it and submit it as shown in clause 5 of Tender Notice. On failure to enclose Tenderer's Agreement duly executed along with the Tender form and other documents, tender shall be liable to not being considered.

7. WITHDRAWAL OF OFFERS ETC.

- (i) A tenderer may withdraw his offer for any lot/lots before commencement of the opening of tenders by submitting an application for withdrawal of offer to the committee constituted for opening of tenders under clause 6 of the tender notice. Lot numbers and priority numbers of the lots proposed to be withdrawn shall have to be mentioned in figures as well as in words in the applications for withdrawal of offers. Withdrawal of lots will not be permitted in absence of the above mentioned details or in case of difference between figures and words.
- (ii) A tenderer, shall not withdraw his offer for any lot/lots after commencement of opening of Tenders and shall be bound by his offer and by the terms and conditions of the tender notice including those contained herein till issue of communication of the acceptance or rejection of his offer by the Federation. In case of breach of this condition, 8% amount of purchase price of the concerned lot(s) arrived at by multiplying the rate quoted by him by the quantity of the lot in standard bags shall be forfeited from the total amount of Earnest Money deposited by him and he may also be blacklisted for a period which may extend to three years.

8. ACCEPTANCE OF TENDERS

- (i) The Government/Federation reserves the right to accept or reject offer(s) of all or any of the lots mentioned in the Tender form without assigning any reason

- (ii) The Government/Federation also reserves the right to fix different cut off levels/upset prices for different lots or class of lots or lots of different areas in deciding allotment of lots to different tenderers.
- (iii) If for a particular lot same rate is offered by more than one tenderer, the allotment of lot shall be done on basis of priority of the offer of tenderer. If the tendered rate as well as the order of priority of two or more tenders are the same, the priority for allotment of the lot shall be decided by draw of lot by the Federation.
- (iv) The tenderer will be bound to accept lot/lots within his purchase capacity for which his offer(s) is/are accepted.

9. SECURITY DEPOSIT

- (i) Before signing the purchaser's agreement the successful tenderer shall have to deposit security deposit amounting to 25% of the total purchase price of the lot(s) sanctioned by Federation in his favour for the due observance of the terms and conditions of the purchaser's agreement executed by him and for this purpose the earnest money 10% of the sale value deposited as per condition, No.5 shall, to the extent of its availability, be adjusted towards the payment of the security deposit by the Federation and the difference, if any, will have to be deposited by him within the time stipulated. This amount of balance security will be deposited with the Conservator of Forests as per details given in the condition no. 13 or by means of separate Bank/Demand drafts of any scheduled Bank for each district union drawn in favour of Managing Director, C.G. State Minor Forest Produce Federation Ltd. Payable at a branch of a scheduled Bank at the place mentioned against the District Unions in the Annexure-VI and in part by means of Fixed Deposit Receipt of any scheduled Bank at the place mentioned against the District Union in the Annexure-VI for each District Union drawn in favor of Managing Director C.G. State Minor Forest Produce Federation Ltd. Raipur or as bank guarantee of any scheduled bank for the period upto 30.04.2010 in the form given in Annexure-V. If the purchaser wants, he can execute purchaser's agreement by depositing the cheque of self account in the name of Managing Director of C.G.M.F.P. Federation payable at the place given in Annexure-VI and can take cheque back after depositing the bank guarantee by 15.05.2010. If the bank guarantee is not submitted till 15.05.2010, the cheque will be deposited in the account of Federation. The amount of bank guarantee/Fixed Deposit Receipt/cheque will not be more than 15% of the purchase price and the amount of Bank/Demand draft including the amount deposited as EMD will not be less than 10% of the purchase price.
- (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 Adhinyam, 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, 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.

10. DELIVERY OF LEAVES

- (i) The purchaser can remove/transport the leaves from the godown only after full payment of the amount of installment due, has been made.
- (ii) Removal/transport of the one fourth of the total collected quantity of the lot shall be permitted after the full payment of amount due of each installment.
- (iii) Either during the godowning period or at the time of removal of leaves from the godown no opening of bags for the selection of leaf from the lot will be permitted and the removal will be permitted from that one side of the stack only from which the removal has commenced. If the evidence of selection of leaves or removal of leaves from more than one side of stack is found during inspection of godown, it will be considered as specific violation of the purchaser's agreement.

11. BREACH OF ADHINIYAM ETC

A purchaser, who commits any breach of provisions of Adhiniyam, Niyamavali and/or any condition of the purchaser's agreement as a result of which he is punished under section 15 of the Adhiniyam or where his agreement is terminated, shall be liable to be blacklisted for a period up to 5 years.

12. TRANSFER OF AGREEMENT

A purchaser cannot assign or transfer his agreement to another person/registered firm/legal company without prior written permission of Conservator of Forests/Federation. Such agreement can be transferred by the concerned Conservator of Forests/Federation to another person/registered firm/legal company on payment of a transfer fee of Rs.5000/- and 25% of the amount of sale price of the lot as security deposit out of which minimum 10% will be as per details given in the condition no. 13. The amount of balance security will be deposited with the Conservator of Forests in part by means of separate Bank/Demand drafts of any scheduled Bank for each district union drawn in favour of Managing Director, C.G. State Minor Forest Produce Federation Ltd. Payable at a branch of a scheduled Bank at the place mentioned against the District Unions in the **Annexure-VI** and in part by means of Fixed Deposit Receipt of any scheduled Bank at the place mentioned against the District Union in the Annexure-VI for each District Union drawn in favor of Managing Director C.G. State Minor Forest Produce Federation Ltd. Raipur or as bank guarantee of any scheduled bank for the period upto 30.04.2011 in the form given in **Annexure-V**. If the purchaser wants, he can execute purchaser's agreement by

depositing the cheque of self account in the name of Managing Director of State Minor Forest Produce Federation Ltd. Raipur payable at the place given in **Annexure-VI** and can take cheque back after depositing the bank guarantee by 15.05.2010. If the bank guarantee is not submitted till 15.05.2010, the cheque will be deposited in the account of Federation. The amount of bank guarantee/Fixed Deposit Receipt/cheque will not be more than 15% of the purchase price. The application of transferer and consent of transfer fee along with the photocopy of registration certificate as manufacturer/exporter under Adhinyam, the transfer fee of Rs.5000/- and 25% of the amount of sale price of the lot as security deposit in the form of bank guarantee/bank draft, as mentioned above should be submitted in the office of the concerned Conservator of Forests/Federation before the payment of 1st Installment by the first purchaser and due date of first installment but any application for transfer of agreement will not be accepted from 15.04.2010 to 15.07.2010. In such cases, the purchaser transferring the agreement shall not be relieved of his liabilities in respect of the lot, till the transfer fee executes the purchaser's agreement of the concerned lot in the office of the concerned Conservator of Forests.

13. PROCEDURE FOR PAYMENT OF DUE AMOUNT BY PURCHASER / TENDERER

The purchaser shall deposit all the amount like sale price, forest development cess, value added tax, Income tax, interest and godown rent etc. due to Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation, Raipur in the form of Bank/Demand Draft of any scheduled bank payable at any branch of Bank at the place specified in schedule VI for the District Union, drawn in favour of Managing Director of Chhattisgarh State Minor Forest Produce Co-operative Federation Ltd. in the District Union or by transferring the amount in the following banks situated in Raipur by RTGS in respective RTGS Code/Branch Account Number.

Bank & Branch Name	RTGS Code/Bank account No.
1. State Bank of Indore, Raipur (Main Brach)	STIN0003172/53015395443
2. Punjab National Bank, Raipur (Main Brach)	PUNB0039900/0399000100191933
3. State Bank of India, Raipur (Main Brach)	SBIN0004286/10038940152

If the amount deposited by the purchaser is not received or received late in the federation's above bank account due to some obstructions in bank operated RTGS system then purchaser will be fully responsible for this. In RTGS system the date of payment will be the date on which the amount is received in the federation's bank account.

Registration No. under Chhattisgarh State
Value Added Tax Adhiniyam

P.T.N.

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ANNEXURE – II

(Annexure of Tender Notice No.T.P.(2010)-I Dated 01.12.2009)

CHHATTISGARH STATE MINOR FOREST PRODUCE (TRADING & DEVELOPMENT)

CO-OPERATIVE FEDERATION LIMITED

A-25, V.I.P. Estate, Near V.I.P. Club, Khamardih, Shankar Nagar, Raipur – 492007

TENDER FORM FOR PURCHASE OF TENDU LEAVES LOTS

(Condition 4 of Tender Notice)

1. I/We/M/s.....
(Name) Son of
(Name) Village Police Station
District hereby agree to purchase Tendu Leaves of lots from
out of the lots shown in Para 9 below up to purchase capacity of
Rs..... (in figures) Rupees
..... (in words) for the period
ending on 31-03-2011 on terms and conditions as specified in the Tender Notice and
Tenderer's Agreement.
2. I/We/M/s offer the rate per
standard bag for purchase of Tendu leaves of each lot as shown separately in the table in
para 9 exclusive of Value Added Tax, Forest Development Cess and other taxes/cess (i.e.
the tendered rate) for the contract period ending on 31-03-2011.
3. I/We hereby declare that I/We have read and understood all the provisions of
Chhattisgarh Tendu Patta (Vyapar Viniyaman) Adhiniyam 1964 and rules made
thereunder, the conditions of Tender Notice No. TP(2010) - dated
..... and the conditions of the tenderer's agreement appended to
Tender Notice and I/We agree to abide by the same.
4. I/We hold certificate of registration as manufacturer of Bidis and/or exporter of Tendu
leaves, under Chhattisgarh Tendu Patta (Vyapar Viniyaman) Adhiniyam 1964 bearing
No. Dt. of Forest Division
.....

Signature of Tenderer

5. As required under terms and conditions of the tender notice I/We enclose the following:-

S.No.	Particular of document	Tender Form Page No. From ... To ...	Details		
			BD/DD/RT GS Deposit Slip No. and date	Name of Bank and Branch	Amount Rs.
1.	Payment of EMD equal to 8% of purchase capacity (Condition No.5(i) of terms and conditions contained in Annexure – I)				
	Total of 1				
2.	Details of payment of the amount of outstanding dues of Forest Deptt./Federation (Condition No. 4(iv) of terms and condition contained in Annexure-I)				
	Total of 2				
3.	True copy of power of attorney/registration of firm/deed of partnership of firm. (Condition No.4 of terms and conditions contained in Annexure-I)		(Please give details of the documents enclosed)		

Signature of Tenderer

S.No.	Particular of document	Tender Form Page No. From ... To ...	Details										
4.	Copy of Registration certificate under Chhattisgarh Tendu Patta (Vyapar Viniyaman) Adhiniyam 1964 (Condition 4(v) of terms and conditions contained in Annexure-I)		<p>Name of Forest Division</p> <p>No..... Dated</p> <p>(Photocopy enclosed)</p>										
5.	Details of Permanent Account No. (PAN) as per section 139A of Income Tax Act 1961. (Condition 5(II) of Tender notice)		<p>Permanent Account Number (PAN) of Income Tax</p> <table border="1" data-bbox="917 884 1444 952"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table> <p>(Photocopy enclosed)</p>										

6. I/We hereby declare that I/We shall be bound by my/our offer and by terms and conditions of the tender notice, till the orders accepting or rejecting my/our offers are received or other person or registered firm/legal company is/are appointed as purchaser/purchasers for these lots.

7. Names and address of the partners of the firm are as under:-

S.NO.	Name	Address	Signature
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Signature of Tenderer

8. I/We hereby state that while filling various details in tender form, I/We have corrected entries, details of which are given below:-

S.NO.	Page No. of Tender Form	No. of Line	Corrected entry
(1)	(2)	(3)	(4)

I/We have also signed the above entries. (Condition 6(x) of terms and conditions contained in Annexure-I)

9. I/We/M/s
 (Name) hereby offer to purchase the Tendu leaves of the lots shown below at the rate per standard bag exclusive of Value Added Tax, Forest Development Cess and other taxes/cess (i.e. tendered rates) shown against each lot in the order of priority given below.

Priority	Lot No.		Rate offered per standard bag (In Rs.)	
	In figures	In words	In figures	In words
1	2	3	4	5
1.				
2.				
3.				
.				
.				
38.				
39.				
40.				

Note :- In Col. 2 and 4 only English numerals should be used.

Signature of Tenderer

I/We desire and agree to purchase any of the lot/lots out of the lots shown above up to the limit of purchase capacity or any lesser amount.

Signature of tenderer

Full postal address

.....
.....
.....

Place :-.....

Date:-

Tel. No.

Note : - For Submitting offers for more than 40 lots, continuation sheets can be downloaded from Federation's website.

ANNEXURES – III

(Annexure to tender Notice No. T.P. (2010)-I Dated 01.12.2009)

TENDERER'S AGREEMENT

(Condition 4(ii) of Tender Notice)

This agreement is made this day of (month) of (year) between Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited (hereinafter called 'Federation', which expression shall, where the context so admits, include its successors/representatives and assignees in office) acting through the Conservator of Forests and ex officio General Manager circle of the first part and Smt/ Shri/M/s son of Village Police Station District (hereinafter called the Tenderer(s) which expression shall include his heirs, successors, representatives and assignees) of the second part.

Whereas, trading in tendu leaves is regulated by the provisions of Chhattisgarh Tendu Patta (Vyapar Viniyaman) Adhiniyam, 1964 and the rules made there under.

And whereas, the Government has authorized the Federation to sell in advance the Tendu leaves to be collected in different societies (lots) in Chhattisgarh.

And whereas, the Federation desires to dispose of the Tendu leaves to be collected in different societies during 2010 collection season in advance and has issued notice inviting Tenders vide No. T.P. (2010) dt...../...../..... and also desires that the prospective Tenderers should execute an agreement before submission of the tender to abide by the conditions of the Tender Notice.

Now these presents witness and the concerned person(s) or registered firm or legal company hereto hereby mutually agree as follows:-

1. I/We hereby declare that I/We have read and understood all the provisions of the Chhattisgarh Tendu Patta (Vyapar Viniyaman) Adhiniyam, 1964 and the rules made thereunder, the conditions of the tender notice referred to above, Terms and conditions of Tender etc. contained in Annexure-I of the Tender notice and conditions of the purchaser's agreement appended to the Tender notice and agree to abide by the same.
2. I/We hereby declare that I/We shall not withdraw my/our tender/offer after commencement of opening of tenders. I/We further declare that I/We shall be bound by my/our offer and by the terms and conditions of the tender notice till orders of competent authority, accepting/rejecting my/our offer, are passed or another person or party is appointed as purchaser of the lot(s) for which I/We have submitted the tender.

3. In the event of my/our failure to abide by the conditions of this agreement. I/We shall be liable to pay such penalty, as may be leviable under the terms and conditions of the tender notice.
4. This agreement shall be deemed and always be deemed to be subject to the provisions of Chhattisgarh Tendu Patta (Vyapar Viniyaman) Adhinyam, 1964 the rules made thereunder and the orders and notifications issued from time to time under the said Adhinyam and the rules and of the terms and conditions of Tender Notice No. T.P.(2010) dated/...../..... all of which shall form part of and shall be deemed to have become part of this agreement and shall be construed to have been specially provided for in this agreement.
5. I/We hereby declare that neither any dues of Forest Department/Federation are outstanding against me/us in Chhattisgarh nor have I/We been blacklisted by the Government/ Federation.

In witness whereof the person/registered firm/legal company hereto have put their signature on the day and year written first above.

In the presence of witnesses :

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

Signature of Tenderer

Name
 Full Postal Address.....

In the presence of witnesses :

For and on behalf of
Governor of Chhattisgarh

1. Signature
- Name
- Full Postal
- Address

2. Signature
- Name
- Full Postal
- Address

**Conservator of Forests &
Ex-officio General Manager of
FederationCircle**

ANNEXURE - IV

(Annexure to Tender notice No. TP/(2010)-I dated 01.12.2009)

PURCHASER'S AGREEMENT

(Condition 7 of Tender Notice)

This agreement made this day of(month)(year) between the Governor of Chhattisgarh acting through the Conservator of Forests & Ex-officio General Manager of Federation Circle, hereinafter called 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 2010 collection season vide its Tender Notice No. T.P.(2010) Dated 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 figures)(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 31-03-2011.

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 31-03-2011 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 Value Added Tax, Forest Development Cess 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 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 15-04-2010. 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. If the purchaser fails to take the delivery of tendu leaves within next 2 days of the date of collection then,
 - (A) In addition to any action for the violation of the purchaser's agreement, Managing Director of District union in his discretion for the part or the whole quantity of the tendu leaves
 - (i) Can refuse the delivery of tendu leaves to the purchaser .
 - (ii) 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.
 - (B) The Federation can dispose such leaves through sale and can recover the loss amount from the purchaser.
- VI. 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. 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 V (A) & (B) .

- 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 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 30.04.2009. 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 15-07-2010 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, interest @ 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 Adhinyam 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 on it. 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 15.04.2010 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 VII) enclosed with this tender notice. The permission to transport the leaves from phad to godowns will be granted after it only. 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 31.03.2010 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.18/- per actual bag but he will not be required to execute the tripartite agreement in Annexure –VII and can keep the leaves in the godown till 15-04-2011 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.18/- 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 15-05-2010 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 in the double lock, and punchnama 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) 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
1 st	04.10.2010
2 nd	19.11.2010
3 rd	04.01.2011
4 th	15.02.2011

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 1st 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 the purchaser fails to pay any installment of the amount due by the due date, he shall pay interest 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 interest.
- 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 21.04.2010 to 30.04.2011 and handover the certified photocopy of Insurance Policy by 21.04.2010 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 30.04.2011 of extra amount from 16.06.2010 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 interest @ 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 30.04.2011 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 1/4th 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 interest thereon at the rate of .04% 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 Value Added Tax under Chhattisgarh Value Added Tax Adhiniyam 2005 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 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 Conservator of Forests whose decision, thereon shall be final and binding.

14. TERMINATION OF PURCHASER'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 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 01.05.2011 to 31.10.2011 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 has 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 interest 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 30.09.2011, the purchaser pays the entire amount due including interest, 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 31.10.2011 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 30.09.2011. 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 interest 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 31.10.2011. 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 30.09.2011. The purchaser will have to deposit Rs.10000/-, minimum one installment along with due taxes/cess and interest on the installment with the application for revival. If the purchaser fails to pay the installment and interest due on or before amended date of installment then the 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 Adhinyam, 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 15.02.2010 to 31.05.2010. 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 15.02.2010 to 31.05.2010 due to illicit felling of tendu trees and fire in the forest area of all collection centres.

(II) DAMAGE TO THE FORESTS

If the damage to the forests is found during pruning or tendu leaves collection from 15.02.2010 to 31.05.2010 in the forest area of any collection centre and if the purchaser fails to protect the forests from above damages i.e. from illicit felling of tendu trees and fire, does illegal hunting or is involved in it, then up to 5% of the purchase price will be forfeited by the 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 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 Adhinyam 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 Adhinyam 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 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 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

ANNEXURE – V

(Annexure to Tender Notice No. T.P. (2010)-I dated 01.12.2009)

DEED OF BANK GUARANTEE

(Condition 9 of Tender Notice)

In consideration of the Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited, A-25, V.I.P.Estate, Near VIP Club, Khamhardih, Shankar Nagar, Raipur (hereinafter called the 'Federation', which expression shall, where the context so admits, include its successors in office), having agreed to exempt Messers/Shri
 S/o of Village
 Police Station Post
 District of State
 (hereinafter called the 'Purchaser of Kreta, which expression shall, where the context so admits, include his heirs executors, administrators and representatives) from immediate full payment of purchase price for Tendu leaves Lot(s) purchased by him to the extent of Rs..... (Rupees only) in cash (hereinafter called the said amount) and accept in lien there of Bank Guarantee from the purchaser under the terms and conditions contained in the Tender Notice No. T.P.(2010) Dated and the General/other terms and conditions of tender and instructions for Tenderers contained in Annexure-I of Tender notice and the purchaser's agreement dated executed in accordance with condition 7 of the Tender Notice (hereinafter called Purchaser's agreement) for payment of the purchase price by him in installments in accordance with and for fulfillment of the terms and conditions contained in the said Tender Notice and the said purchaser's agreement.

We (hereinafter referred to as Bank which

(indicate the name of Bank)

expression shall, where the context so admits, include their successors and assignees), at the request of the said purchaser do hereby under take to pay to the Managing Director, District Forest Produce Co-operative Union Ltd. And Divisional Forest Officer Division (hereinafter called Managing Director) an amount not exceeding Rs. (in figures) Rs. (in words) Only against the purchase price of lot(s) purchased by the purchaser and any loss or damage caused to or suffered or, would be caused to or suffered by the Federation by reason of any breach by the said purchaser of any of the terms and conditions contained in the said Tender Notice, Purchaser's Agreement or by reason of purchaser's failure to perform the said purchaser's agreement or non observance of any condition of tender notice.

2. We do hereby undertake to pay the amounts due

(indicate the name of Bank)

and payable under this guarantee without any demur and merely on a demand from the Managing Director, District Union stating that the amount claimed is due by way of purchase price of the lot(s) purchased by the purchaser and /or loss or damage caused to or would be

caused to or suffered by the Federation by reason of breach by the said purchaser of any of the terms or conditions contained in the said Tender Notice/purchaser's agreement or by reason of purchaser's failure to perform the said purchaser's agreement or non observance of any conditions of tender notice. Any such demand made on the Bank shall be conclusive as regards the amount due and shall be payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (in figures) Rs. (in words)..... Only).

3. We under take to pay to the Managing Director
(indicate the name of Bank)

any money so demanded not with standing any dispute or disputes raised by the purchaser in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the purchaser shall have no claim against us for making such payment.

4. We further agree that the Guarantee herein
(indicate the name of Bank)

contained shall remain in full force and effect during the period that would be taken for the performance of the said purchase's agreement and observance of terms and conditions of Tender Notice and that it shall continue to be enforceable till all the dues of the Federation under or by virtue of the conditions of the said Tender Notice/Purchaser's agreement have been fully paid and its claims satisfied or discharged or till the Managing Director certifies that the terms and conditions of the said Tender Notice/Purchaser's Agreement executed by the said purchaser in favor of the Conservator of Forests circle have been fully and properly carried out by the Purchaser and accordingly discharges this guarantee. Unless demand or claim under this guarantee is made on us in writing on or before (date)(month) (year), we shall be discharged from all liability under this guarantee thereafter.

5. We further agree with the Federation/
(indicate the name of Bank)

Conservator of Forests circle/Managing Director Federation/Conservator of Forests circle/Managing Director Union shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Tender Notice/Purchase's agreement executed by the purchaser or to extend time for performance by the said purchaser from time to time or to postpone for any time or from time to time exercise of any power exercisable by the Federation/Conservator of Forests Circle/Managing Director Union against the said purchaser and to forebear to enforce any of the terms and conditions relating to the said Tender Notice/Purchaser's agreement, and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said purchaser or for any forbearance act or omission on the part of the Federation/Conservator of Forest Circle/Managing Director, Union or any indulgence shown by the Federation/Conservator of Forest Circle/Managing Director, Union to the said purchaser

of any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effected of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the said purchaser.

7. We, lastly undertake not to
(indicate the name of Bank)

revoke this guarantee during its currency except with the previous consent of the Federation/Conservator of Forest Circle/Managing Director, Union in writing.

Dated the Day of..... (month)(Year)

Seal of the Bank

(Signature of the Authority
Issuing Bank Guarantee)
(Indicate the name of Bank)

Name
Designation

N.B.: Simultaneously with the issuing of this Bank guarantee the Bank has sent separately vide Register A.D. letter No. dated Intimation to the Managing Director, District Forest Produce Co-operative Union Ltd. And Division forest officer Division in the form prescribed (sample form enclosed with tender notice) by the Federation that this Bank Guarantee be treated as genuine, for the purpose of the purchaser's agreement

(Signature of the Authority
Issuing Bank Guarantee)
(Indicate the name of Bank)

Name

Designation
(Seal of Bank)

REGISTERED A.D.

Sample form enclosed with Annexure-V of Tender Notice

Office of the Branch Manager

..... Branch
.....Bank
.....(Floor)
.....(Place)
.....(District)
.....(State)

To,

The Managing Director
District Forest Co-operative Union Ltd. and
Divisional Forest Officer,
..... Division
..... Chhattisgarh

Sub:- Issue of Bank guarantee in your favour on account of

M/S/Shri
S/o of (Village)
(Police Station) (Post office)
(District) (State) for
Rs..... (Rupeesonly).

Dear Sir,

I beg to inform you that a Bank Guarantee bearing No
dated for Rs. (Rupees
..... only), has been issued by this Bank, in your
favour on account of M/s/Shri Son of
..... of village
..... (Police Station) (Post Office)
..... (District)
Of..... (State)
For the purpose of guaranteeing the payment of purchase price of Tendu leaves lot(s)
purchased by the said M/s/Shri

2. The aforesaid Bank Guarantee has been issued as required under the terms and conditions of the Tender Notice issued vide Notification No. dated by the Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation and the purchaser's agreement dated Executed in accordance with condition No. 7 of the Tender Notice and shall be valid upto (date) (month) (year).

3. The Bank Guarantee has been drawn in the proforma prescribed by the Federation in the said tender notice and bears the official seal of the Bank. It has been signed by the issuing authority of the Bank.

Thanking you,

Yours faithfully

Dated:

(Signature of Branch Manager)

(Seal of Bank)

Annexure - VI

Notification No. TP(2010)-I Dated : 01.12.2009

District Union wise place for the payment of Bank Draft

S.No.	Name of Distt. Union	Place where the bank draft payable
1	2	3
1	Bijapur	Bijapur
2	Sukma	Sukma
3	Dantewada	Dantewada
4	Jagdalpur	Jagdalpur
5	South Kondagaon	Kondagaon
6	North Kondagaon	Kondagaon
7	Narayanpur	Narayanpur
8	East Bhanupratappur	Bhanupratappur
9	West Bhanupratappur	Bhanupratappur
10	Kanker	Kanker
11	Rajnandgaon	Rajnandgaon
12	Khairagarh	Khairagarh
13	Durg	Durg
14	Kawardha	Kawardha
15	Dhamatri	Dhamatri
16	Udanti	Gariyaband
17	East Raipur	Raipur
18	Mahasamund	Mahasamund
19	Raipur	Raipur
20	Bilaspur	Bilaspur
21	Marwahi	Pendra Road
22	Janjgir-Champa	Champa
23	Raigarh	Raigarh
24	Dharamjaigarh	Dharamjaigarh
25	Korba	Korba
26	Katghora	Darri
27	Jashpur Nagar	Jashpur Nagar
28	Manendragarh	Manendragarh
29	Koria	Baikunthapur
30	South Sarguja	Ambikapur
31	East Sarguja	Ambikapur
32	North Sarguja	Ambikapur

परिशिष्ट- VII

(निविदा सूचना क्रमांक ते.प.(2010)-I दिनांक 01.12.2009 का परिशिष्ट)

गोदाम किराये का त्रि-पक्षीय करारनामा [केता का करारनामा की शर्त क्रमांक 6(ख)]

यह करार आज दिनांकमाह.....सन्.....को प्रथम पक्ष प्रबंध संचालक, जिला वनोपज सहकारी यूनियन मर्यादित....., (जहां संदर्भ में ऐसा ग्राह्य हो, उनके कार्यालयीन उत्तराधिकारी सम्मिलित होंगे) तथा द्वितीय पक्ष के श्री..... आत्मजनिवासी..... ग्राम.....और जो (1) श्री.....(2) श्री(3) श्री के साथस्थित कम्पनी, जिसका नाम है तथा जो इंडियन कंपनी एक्ट, 1913 (7-1913), कंपनी अधिनियम, 1956 (1956 का सं. 1) के अधीन पंजीकृत है तथा जिसका पंजीकृत कार्यालयमें स्थित है, के साथ भागीदारी में कारोबार कर रहे हैं, जो इसमें इसके पश्चात् केता के नाम से विनिर्दिष्ट है (जिस अभिव्यक्ति में, जब तक संदर्भ में इस प्रकार ग्राह्य न हो, उसके दायद, उत्तराधिकारी, निष्पादक और उनके उत्तरजीवी, अंतिम उत्तरजीवियों के दायद, निष्पादक तथा प्रशासक उक्त कंपनी का तत्कालीन भागीदार, उसके उत्तराधिकारी सम्मिलित होंगे) के बीच किया जाता है (उन शब्दों को काट दिया जाए जो लागू न हो), तथा तृतीय पक्ष के श्री..... आत्मज निवासी.....ग्राम.....और जो (1) श्री.....(2) श्री(3) श्री के साथस्थित कम्पनी, जिसका नाम है तथा जो इंडियन कंपनी एक्ट, 1913 (7-1913), कंपनी अधिनियम, 1956 (1956 का सं. 1) के अधीन पंजीकृत है तथा जिसका पंजीकृत कार्यालयमें स्थित है, के साथ भागीदारी में कारोबार कर रहे हैं, जो इसमें इसके पश्चात् गोदाम मालिक के नाम से विनिर्दिष्ट है (जिस अभिव्यक्ति में, जब तक संदर्भ में इस प्रकार ग्राह्य न हो, उसके दायद, उत्तराधिकारी, निष्पादक और उनके उत्तरजीवी, अंतिम उत्तरजीवियों के दायद, निष्पादक तथा प्रशासक उक्त कंपनी का तत्कालीन भागीदार, उसके उत्तराधिकारी सम्मिलित होंगे) के बीच किया जाता है (उन शब्दों को काट दिया जाए जो लागू न हो)

चूंकि केता, केता करारनामा (परिशिष्ट- IV) की शर्त क्रमांक- 6 (ख) में दशयि अनुसार केता के द्वारा संग्रहण वर्ष..... के लाट क्रमांक..... की देय राशि को किश्तों में पटाने की सुविधा प्राप्त करने की दृष्टि से पत्ते को तृतीय पक्षकार केस्थित गोदाम में केता एवं संघ के दोहरे ताले में रखने के लिये इच्छा व्यक्ति की है, तृतीय पक्षकार द्वारा गोदाम के स्वामित्व के प्रमाण के रूप में (अभिलेख का नाम) प्रस्तुत किया गया है तथा गोदाम द्वितीय पक्षकार को तेन्दूपत्ता रखने के लिये किराये पर देने पर सहमति दी है तथा जिला यूनियन के प्रबंध संचालक द्वारा पत्ते को इस गोदाम में रखने की अनुमति प्रदान की गई है ।

अब यह प्रलेख निम्नलिखित बातों का साक्षी है और संबंधित पक्ष एतद् द्वारा निम्नलिखित रूप से परस्पर करार करते हैं :-

1. क्रेता करारनामा की अवधि-

यह करार दिनांक 01.05.2010 से प्रारम्भ होगा और जिस त्रैमास तक लाट का पूर्ण पत्ता गोदाम से क्रेता (अन्य क्रेता सहित) के द्वारा निकाल नहीं लिया जाता या दिनांक 31.12.2011 में जो भी पूर्व हो तक प्रवृत्त रहेगा। त्रैमास से तात्पर्य जनवरी से मार्च, अप्रैल से जून, जुलाई से सितंबर तथा अक्टूबर से दिसंबर है।

2. करारनामे के भाग -

इस करार के संबंध में यही और सदैव यही समझा जावेगा कि वह छत्तीसगढ़ तेंदूपत्ता (व्यापार विनियमन) अधिनियम, 1964 के, और उसके अधीन बनाये गये नियमों के, और उक्त अधिनियम तथा नियमों के अधीन समय-समय पर जारी किए गए आदेशों तथा अधिसूचनाओं तथा इस निविदा सूचना के निबंधन तथा शर्तों के तथा इस निविदा सूचना के समस्त परिशिष्ट इस करार के भाग होंगे, और इसके भाग बन गये समझे जावेंगे, और जिनका अर्थ लगाया जायेगा कि इस प्रलेख में विनिर्दिष्ट रूप से उपबंधित है, उपबंधों के अध्यक्षीन है।

3. यह कि उक्त लाट के तेन्दूपत्ते के भण्डारण हेतु द्वितीय पक्षकार तृतीय पक्षकार को रूपये (अंको में) (शब्दों में)..... का त्रैमासिक किराया प्रत्येक त्रैमास से पूर्व राशि प्राप्ति रसीद प्राप्त कर अग्रिम में भुगतान करेगा तथा इसके उपरान्त ही तेन्दूपत्ते की गोदाम से निकासी कर सकेगा। जून 2010 तक का गोदाम किराया द्वितीय पक्षकार द्वारा रूपये (अंको में)..... (शब्दों में) अग्रिम में तृतीय पक्षकार को भुगतान कर दिया गया है। गोदाम किराये के भुगतान का कोई दायित्व प्रथम पक्षकार का नहीं होगा।
4. यह कि यदि पक्षकार क्रमांक-2 को विक्रित उक्त लाट का क्रेता करारनामा वन संरक्षक के द्वारा समाप्त कर दिया जाता है, तो भण्डारित तेन्दूपत्ता पूर्णतया प्रथम पक्ष के अधिकार में आ जायेगा और इस पर द्वितीय पक्ष के सभी अधिकार समाप्त हो जावेंगे। भण्डारित तेन्दूपत्ते का स्वामित्व लघु वनोपज संघ/शासन के पास होने के उपरान्त भी जब तक कि गोदाम में भण्डारित तेन्दूपत्ते का विक्रय किसी अन्य क्रेता को नहीं कर दिया जाता तथा अन्य क्रेता के द्वारा गोदाम से पूर्ण तेन्दूपत्ता निकाल नहीं लिया जाता, तब तक किराये की राशि का भुगतान द्वितीय पक्षकार तृतीय पक्षकार को अनिवार्य रूप से करता रहेगा तथा पक्षकार क्रमांक-1 का अथवा उक्त लाट के अन्य क्रेता का गोदाम किराये के भुगतान का कोई दायित्व नहीं होगा। अन्य क्रेता के नियुक्त होने पर गोदाम खाली होने पर गोदाम के रिक्त होने की सूचना प्रथम पक्षकार द्वारा द्वितीय पक्षकार को दी जावेगी।
5. यह कि पक्षकार क्रमांक-3 द्वारा गोदाम में भण्डारित तेन्दूपत्ते के भण्डारण एवं निकासी से किसी प्रकार का संबंध नहीं रहेगा। अन्य क्रेता नियुक्त होने की स्थिति में किराये के भुगतान में द्वितीय तथा तृतीय पक्षकारों में विवाद होने पर भी या तीनों पक्षकारों में किसी अन्य विवाद के होने पर द्वितीय तथा तृतीय पक्षकार अन्य क्रेता या प्रथम पक्षकार के साथ गोदाम में भण्डारित पत्ते पर नियंत्रण अथवा पत्ते की निकासी में भी कोई विवाद/व्यवधान उत्पन्न नहीं करेंगे। तृतीय पक्षकार द्वारा प्रथम एवं द्वितीय पक्षकार को तथा अन्य क्रेता को गोदाम तक पहुंचने की निर्बाध सुविधा प्रत्येक दिवस प्रातः 5.00 बजे से सायं 7.00 बजे तक उपलब्ध कराई जावेगी, भले ही गोदाम तृतीय पक्षकार के किसी ऐसे परिसर में स्थित हों, जिसको कि तृतीय पक्षकार द्वारा अन्य ताले से बंद किये जाने से इस गोदाम तक पहुंचना संभव नहीं होता है।

6. यदि द्वितीय एवं तृतीय पक्षकार द्वारा इस करारनामों की किसी शर्त (शर्त क्रमांक-7 सहित) का उल्लंघन किया जाता है, तो किसी अन्य वैधानिक कार्यवाही पर विपरीत प्रभाव डाले बिना प्रथम पक्षकार द्वारा रुपये 50000/- तक की शास्ति प्रति उल्लंघन अधिरोपित की जा सकेगी तथा बारंबार अथवा गंभीर उल्लंघन की स्थिति में प्रथम पक्ष द्वारा यह करारनामा समाप्त भी किया जा सकेगा एवं ऐसी समाप्ति की दशा में प्रथम पक्ष भण्डारित तेन्दूपत्ता की पूर्ण अवशेष मात्रा को अपने अधिपत्य में ले सकेगा एवं कहीं भी परिवहन/भण्डारण कर सकेगा। शास्ति अधिरोपित तथा करारनामा समाप्ति पर द्वितीय/तृतीय पक्षकार का नाम 5 वर्ष तक की कालावधि के लिये काली सूची में भी दर्ज किया जा सकेगा। द्वितीय/तृतीय पक्षकार को काली सूची में दर्ज किये जाने के उपरांत छत्तीसगढ़ राज्य लघु वनोपज संघ उससे किसी प्रकार का व्यापारिक या अन्य सव्यवहार नहीं करेगा। शास्ति अधिरोपित/करारनामा समाप्त/काली सूची में दर्ज किये जाने से पूर्व प्रथम पक्षकार कारण बताओ सूचना जारी करने की तिथि से 10 दिवस की अवधि द्वितीय/तृतीय पक्षकार को पक्ष प्रस्तुत करने के लिए प्रदाय करेगा। करारनामों की किसी शर्त का उल्लंघन हुआ है अथवा नहीं, के सम्बंध में प्रथम पक्षकार का निर्णय अंतिम तथा द्वितीय तथा तृतीय पक्षकार पर बंधनकारी होगा।
7. कंडिका-6 के तहत कारण बताओ सूचना पत्र जारी होने के उपरान्त द्वितीय/तृतीय पक्षकार जब तक कारण बताओ सूचना पत्र का निर्णय नहीं हो जाता तथा शास्ति प्रथम पक्षकार को भुगतान नहीं कर दी जाती तब तक द्वितीय/तृतीय पक्षकार अपनी किसी अचल सम्पत्ति का विक्रय नहीं कर सकेगें।
8. यदि कंडिका-6 में अधिरोपित शास्ति प्रथम पक्षकार के द्वारा नोटिस जारी करने की तिथि से 21 दिवस के भीतर जमा नहीं की जाती है, तो प्रथम पक्षकार यह राशि द्वितीय/तृतीय पक्षकार की संघ/वन विभाग के पास उपलब्ध किसी राशि या वनोपज के विक्रय से या राजस्व के बकाया की भांति वसूली कर सकेगा।
9. इस करार के अधीन उद्भूत होने वाले सभी विवाद छत्तीसगढ़ राज्य के न्यायालयों के अधिकार क्षेत्र के अध्यक्षीन होंगे।
10. निम्नलिखित साक्षियों की उपस्थिति में प्रबंध संचालक, जिला यूनियन के द्वारा हस्ताक्षर किये गये, सील लगाई गई और द्वितीय पक्षकार एवं तृतीय पक्षकार को परिदत्त किया गया :-

साक्षीगण :-

1.
(हस्ताक्षर)

नाम एवं डाक का पूरा पता

2.
(हस्ताक्षर)

नाम एवं डाक का पूरा पता

प्रबंध संचालक, जिला यूनियन.....

निम्नलिखित साक्षियों की उपस्थिति में द्वितीय पक्षकार एवं तृतीय पक्षकार द्वारा हस्ताक्षर किये गये :-

साक्षीगण :-

1.
(हस्ताक्षर)

नाम एवं डाक का पूरा पता

2.
(हस्ताक्षर)

नाम एवं डाक का पूरा पता

द्वितीय पक्षकार के हस्ताक्षर (क्रेता)

नाम.....

डाक का पता.....

तृतीय पक्षकार के हस्ताक्षर (गोदाम मालिक)

नाम.....

डाक का पता.....