

**ANDHRA PRADESH FOREST DEVELOPMENT CORPORATION
LIMITED HYDERABAD**

Rc. No. 233/2014/M1(STC), dt. 21-11-2014.

**DEPARTMENTAL COLLECTION OF ABNUS (BEEDI) LEAVES
DURING 2015 SEASON IN TELANGANA STATE**

ADVANCE SALE NOTICE

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Sealed tenders are invited from persons or parties registered as manufacturers of beedi or exporters of Abnus leaves as required by the Andhra Pradesh Minor Forest Produce (Regulation of Trade) Act, 1971 and the Andhra Pradesh Minor Forest Produce (Regulation of Trade in Abnus Leaves) Rules 1970 as modified from time to time, and desirous of purchasing green Abnus leaves to be collected from Government lands and purchased from registered Growers during 2015 Beedi leaves season from the Beedi Leaf units.

TERMS AND CONDITIONS OF TENDER

1. The intending tenderers are advised to inspect personally, the units from which the leaf is proposed to be collected, for which they intend to submit tenders, and satisfy themselves.
2. The act of submitting a tender is deemed to be complete and un-reserved acceptance of the terms and conditions of tender and the conditions of agreement appended.

3. Tenderers are responsible to receive all communication:

All tenderers shall, at the time of submitting tenders, furnish their specific postal addresses to which all communications should be sent. The Department/Corporation will not be responsible for the consequences, if any communication sent to the address given in the tender, does not reach the tenderer or return un-served. The responsibility to receive promptly, all communications intended to any tenderer rests fully on the tenderer himself.

4. A tender for the produce of each unit:

Separate tender should be submitted for the entire material as mentioned in the Schedule for each unit. The quantity actually collected and purchased will be more or less or same as that mentioned in the Schedule. The tenderer shall accept the entire quantity actually collected and purchased in the unit at the same tender rate.

5. Tender form, its cost and availability:

Printed tender forms can be had from the Office of the Conservator of Forests, State Trading Circle, 3rd Floor, Aranya Bhavan, Opp: Reserve Bank of India, Saifabad, Hyderabad-500 004, or the Offices of the Divisional Forest Officers of Telangana region where the Regulation of trade is in force on payment of **Rs. 250.00** (Rupees Two hundred and fifty only) for each form plus Value Added Tax **Rs. 36.00**

(Rupees Thirty six only). The payment may be made in cash, or any bank draft in favour of Vice Chairman and Managing Director, Andhra Pradesh Forest Development Corporation Limited, Hyderabad. The cost of tender forms and Value Added Tax is not refundable under any circumstances.

6. Registered manufacturers of Beedies and exporters of Abnus leaves only should tender :-

a) Tenders will be accepted only from persons or parties who have registered themselves as manufacturers of beedies or exporters of Abnus leaves for the year 2015 as required under the Andhra Pradesh Minor Forest Produce (Regulation of Trade in Abnus Leaves) Rules, 1970. The tenderers should mention in the tender form, at the appropriate place, the division, the number and the date of registration as manufacturer or exporter of Abnus Leaves and he should enclose a copy of the registration certificate to the tender form.

b) The tenderers should mention the Permanent Account Number (PAN) issued by the Income Tax Department. If not allotted, specify whether he/she has applied for the PAN, and if so, a copy of the acknowledgement given by the Income Tax Department should be enclosed.

Further, the purchaser should produce evidence for the Residential address Aadhar/RationCard/EPIC/ Passport/Electricity Bill / Telephone Bill / Bank Pass Book with photo with self attestation of the document.

7. Tender by defaulter or minor or insolvent or black listed person :-

Tenders submitted by a person or party, who owes dues to the Forest Department / Corporation or who is a minor or who is declared as an insolvent or who has been convicted by a court of law for offences involving moral turpitude, or who has been black listed, shall be treated as invalid, and earnest money deposit submitted along with such tender shall be forfeited to the Government / Corporation. Each tenderer should sign the affidavit given in the tender form for this purpose.

8.(a) Presentation of more than one tender :-

Only one tender should ordinarily be submitted by a person or a party for any particular unit. However, in the case of submission of two or more tenders with different amounts for any unit by one and the same person / party, the tender with the highest amount shall only be considered.

(b) Difference between the amount given in figures and the amount given in words :-

In case of difference between the amounts given in figures and that given in words in any tender, the higher of the two will be taken as the tendered amount.

9. Sale value of Beedi Leaf to be tendered :-

The tenderer shall quote / offer the purchase rate per standard bag excluding collection charges at which he desires to purchase the entire Beedi Leaf to be

collected and purchased by department and subsequently cured, bagged and transported to the godown by the purchaser. The rate per standard bag offered should be both in figures and words. The collection/purchase charges paid by the department will be reimbursed by the purchaser separately.

10 (a) Value Added Tax:-

Value Added Tax and other taxes if any shall be paid by the purchaser as per the provisions of the Andhra Pradesh General Value Added Tax Act and the Rules made there under by the Commercial Tax Department. This amount shall be remitted by the Purchaser in the treasury under the appropriate head.

(b) Income Tax:-

Income Tax shall be paid by the purchaser as per provisions of the Income Tax Act, 1961 and Rules made there under along with the sale amount.

11. Earnest Money deposit:-

(a) Every tender shall be accompanied by an Earnest Money Deposit in the form of demand draft of any scheduled Bank in favour of the Vice Chairman & Managing Director, Andhra Pradesh Forest Development Corporation Ltd. Hyderabad, a sum which is equal to the amount calculated @ Rs.100/- per S.B, for the No. of S.Bs notified for that unit in the schedule. For example if the notified quantity for a unit is 500 S.Bs, the E.M.D will be Rs. 100 x 500 S.Bs = Rs 50,000/-.

The tenderer has to enclose separate DD for the requisite EMD for each unit. The combined DD for the EMD of more than one unit will not be accepted.

(b) No interest shall be payable, on the Earnest Money Deposit:

(c) The Earnest Money deposit will be returned to all the unsuccessful tenderers, as soon as may be practicable, after final decision on the tenders. In the case of successful tenderer, the Earnest Money shall be adjusted towards the Security Deposit required to be furnished under the terms and conditions of the agreement, or returned if the prescribed security deposit is furnished by the purchaser by any other means mentioned under condition (28) below.

12. Signing of tender :-

(a) Each page of the tender form should be signed by the tenderer.

(b) Person or persons signing the tender shall state in what capacity he/she or they, are signing the tender e.g., as Sole Proprietor of the Firm concerned or as Managing Director or Director or Secretary or Manager of a Limited Company. In the case of partnership firm, the names of all the partners should be recorded and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract as accorded in the deed of Power of Attorney or in the partnership deed. A registered copy of the "Partnership Deed" should be furnished along with the tender. It shall be obligatory on the part of every partner of the firm, which enters into agreement, to fulfill the conditions of agreement during the currency thereof, notwithstanding the dissolution

of the partnership in the meantime. In the case of a Limited Company, the tender shall be signed by a person mentioned supra empowered to do so by the Company. A copy of the Memorandum of Association and Articles of Association of the Company and the letter empowering the person mentioned supra shall be attached to the tender. In the case of Hindu Undivided Family, the name of all the family members should be recorded on the tender form and "Karta" who can bind the family should sign the form and indicate his status below his signature.

(c) (i) The person signing the tender form on behalf of another or on behalf of a firm, shall enclose to the tender, a Power of Attorney or the said deed duly executed in his favour or the partnership deed giving him such power showing that, he has the authority to bind such other persons or the firm, as the case may be, in all matters pertaining to the contracts. If the person so signing the tender, fails to enclose the said Power of Attorney, his tender shall be liable for being summarily rejected. The Power of Attorney shall be signed by all the partners in the case of a partnership concern, by the proprietor in the case of a proprietary concern, and by the person who by his signature can bind the Company in the case of a Limited Company. In the case of Hindu Undivided Family, the powers of Attorney should be signed by the "Karta" who by his signature can bind the family.

(ii) If more than one tender is submitted by such authorized person, the power of attorney should be enclosed to one of the tenders and the fact that the Power of Attorney is enclosed to the said tender should be mentioned in the other tenders.

13. Tender should be sealed:-

(a) Tender complete in all respects, shall be put in an inner envelope given along with the tender form bearing the following words and address. The envelope should be closed and sealed.

**(INNER ENVELOPE)
TENDER FOR DEPARTMENTAL COLLECTION OF ABNUS LEAVES
2015 SEASON**

Division_____ Range_____

Number and name of the Unit._____

To
The Addl. Prl. Chief Conservator of Forests / Chief Conservator of Forests /
Conservator of Forests,
_____ Circle,
_____.

Note:- Inner envelope should be addressed to the concerned Circle Head i.e.,
Addl. Prl. Chief Conservator of Forests / Chief Conservator of Forests / Conservator
of Forests in whose jurisdiction the produce of the unit originates.

(b) Inner envelope shall be put in another envelope bearing the following
words and address. The envelope should be closed and sealed.

(OUTER ENVELOPE)
TENDER FOR DEPARTMENTAL COLLECTION OF ABNUS LEAVES
2015 SEASON.

To
The Vice-Chairman and Managing Director,
A.P. Forest Development Corporation Limited, Hyderabad
C/o Conservator of Forests,
State Trading Circle,
3rd Floor, Aranya Bhavan,
Opp: Reserve Bank of India,
Saifabad, Hyderabad-500 004.

14. Delivery of the tenders:

(a) Tenders complete in all respects shall be put in a closed and sealed envelope as prescribed above and may be presented or sent by registered post addressed to the Vice Chairman & Managing Director, A.P. Forest Development Corporation Limited C/o Conservator of Forests, State Trading Circle, 3rd Floor, Aranya Bhavan, Opp: Reserve Bank of India, Saifabad, Hyderabad-500 004 so as to reach him by **5.00 PM (17:00 hours) on ____-12-2014.**

(b) Withdrawals of Tenders:-

Any tenderer desirous of withdrawing the tender can do so at least one hour before the time of opening of the outer covers of the tenders on the following conditions:-

- (i) On opening the remaining tenders, there should be at least one valid tender complete in all respects available for consideration for that particular unit.
- (ii) The earnest money deposited by the tenderer vide condition 11(a) above shall be forfeited and
- (iii) Revocation of withdrawal shall not be permitted.

15. Invalid Tenders:-

Conditional tender or tenders sent by Telegram or tenders sent otherwise than as laid down herein shall be treated as invalid and will not be considered.

16. Tender form improperly filled in:-

Tender not properly filled in or signed will not be considered.

17. Opening of Tenders:-

Tenders will be opened at the Decent Function Palace, Mehdipatnam, Hyderabad by the Addl. Prl. Chief Conservator of Forests / Chief Conservator of

Forests / Conservator of Forests concerned or his Authorized Officer in the presence of the Vice Chairman and Managing Director, Andhra Pradesh Forest Development Corporation Ltd; Hyderabad, or his authorised officer and the tenderers who choose to be present at the time of opening of the tenders may present by themselves. The opening of tenders will be done in the serial order given in the schedule or as notified, on ____-12-2014, commencing from 11:00 A.M onwards and on subsequent days if necessary. After opening of all the tenders, the time of announcement of results will be informed at the venue itself.

18. Presiding Officer's decision to be final :-

In case of any dispute that may arise in the context of opening of tenders, the decision of the Vice-Chairman & Managing Director, A.P. Forest Development Corporation Limited or his representative shall be final.

19. Only the competent Court at Hyderabad will have the jurisdiction over all matters of dispute that may arise out of the aforesaid sale and no such matter shall be initiated in the Courts of any other place.

20. (a) Equal amounts :-

If equal acceptable rates per standard bag are offered by more than one tenderer for one and the same unit, the matter will be decided by drawing lots.

(b) Tenderer bound by the tender :-

(i) The tenderers who have submitted their tenders shall be bound by their offers and by these terms and conditions for a period of 30 days from the date of opening of the tenders or till the date of execution of agreement, whichever is earlier.

(ii) However, any period of stay granted by any competent Court shall not count towards this period.

(iii) In the case of breach of this condition, the earnest money deposit under condition 11 (a) above, shall be forfeited. In addition to this, the tenderer who had failed to honour his offer shall bear the loss, if any suffered by the Corporation/ Department in the subsequent disposal of that unit at his risk. The loss unless made good within fifteen (15) days from the date of dispatch of notice of demand by registered post may be recovered from him as arrears of Land Revenue or under any law for the time being in force. The tenderer however shall not be entitled to any profit that may accrue to the Government on such subsequent disposal. The loss shall be calculated as per the following formula:

$$L = \text{OTA} - \text{TAR}$$

Where 'L' is loss, OTA is Original Tendered Amount and TAR is Tendered Amount in Re-sale.

21. Acceptance of Tender :-

The Addl. Prl. Chief Conservator of Forests / Chief Conservator of Forest / Conservator of Forests concerned in consultation with the Addl. Prl. Chief

Conservator of Forests (STC) / Vice Chairman & Managing Director, A.P. Forest Development Corporation Limited or any officer authorized by them shall accept or reject any or all tenders without assigning any reason thereof.

22. Negotiations :-

The Department reserves the right for negotiation of any of the units with the purchasers. Only those persons who have submitted atleast one valid tender in response to the notification issued for sale of the units on _____-01-2015, will be permitted for negotiations.

23. Disqualification of Tenders :-

Canvassing of any type by or for the tenderer will result in invalidation the tender and disqualification of the tenderer from participation in the sale for a period of one year besides any other criminal liability.

24. Confirmation of Appointment of Tenderer as Purchaser :-

The successful tenderer shall be given an order of appointment who hereinafter called the "purchaser", who will do pruning, curing, bagging and transportation of Abnus Leaves to godown on behalf of Corporation at his cost. The purchaser is permitted to do pruning before execution of agreement.

25. Cancellation of Appointment Order :-

The Divisional Forest Officer shall cancel the order of appointment, if the purchaser fails to complete the formalities and execute the agreement within the time allowed under Tender Notice Condition No. 29 (a).

26. Consequences on cancellation of Appointment of the Purchaser :-

The cancellation shall be effective from the date of the order. The order would be communicated either by registered post or personal delivery. Upon the cancellation of the appointment, the E.M.D will be forfeited. In such cancellation, the unit shall be put to re-sale at the risk and loss of the original tenderer. The loss shall be recovered from the tenderer as arrears of Land Revenue (OR) under any law for the time being in force. On such re-sale, if there is surplus, the Corporation/ Department shall be entitled to retain the full amount and the original tenderer shall have no right or claim thereto.

27. Revocation of the cancellation of Appointment order :-

(a) The Divisional Forest Officer concerned shall be competent to revoke, at his discretion, the cancellation of the appointment, in case the purchaser completes all the formalities and is prepared to execute the agreement at any time before the resale of the unit.

(b) The Divisional Forest Officer, on revocation of cancelled appointment, may impose a penalty of Rs. 5,000/- (Rupees five thousand only) for the units whose sale amount is Rupees Five lakhs and above and a penalty of Rs. 2,500/- (Rupees two thousand five hundred only) for the units whose sale amount is less than Rupees Five lakhs.

(c) Wherever the cancellation of the appointment is revoked, the Earnest Money Deposit forfeited due to the cancellation shall stand revoked automatically.

28. Security Deposit :-

(a) The purchaser shall before execution of the agreement, deposit as security for the due compliance by him or his employees, of the terms and conditions of the agreement to be executed by him, a sum equal to 15% of the sale amount, calculated on the accepted tender amount for the produce notified in the schedule based on standard bags.

(b) The purchaser before execution of agreement shall also deposit a security, which will be equal to 15% of the collection charges on notified target in S.Bs. OR 15% of collection charges in cash on notified target in S.Bs.

(c) The Security Deposits mentioned in 28(a) & (b) shall be in any of the following forms:

(i) Demand Draft on any Scheduled Bank drawn in favour of Vice Chairman and Managing Director, Andhra Pradesh Forest Development Corporation Ltd, Hyderabad.

(ii) Bank Guarantee Bond in the form appended to this notice in Annexure – II and Annexure – III on the following conditions:

1. The Bank Guarantee shall be from a scheduled bank and drawn in favour of the Divisional Forest Officer concerned.

2. The Divisional Forest Officer, will accept the guarantee only when confirmed by the issuing bank.

3. The Bank Guarantee shall be valid up to **31.03.2016** and liable for renewal on demand of Divisional Forest Officer concerned for any further period.

4. The Bank Guarantee will be invoked / encashed on the due date on the failure of the Purchaser to pay the due amount.

5. The Bank Guarantee shall be executed on a non-judicial stamp paper of Rs.100/- (Rupees one hundred only)

(iii) Post Office Saving Bank Deposits pledged in the name of the Divisional Forest Officer concerned.

(iv) Fixed deposit receipts drawn in favour of Divisional Forest Officer concerned valid upto **31-03-2016**. The fixed deposit receipts shall be liable for renewal on demand of Divisional Forest Officer concerned for any further period.

(d) Recovery of Penalties from Security Deposit :-

All the penalties imposed, if not paid, and all amount due if not paid on the due dates shall be recovered from the Security Deposit specified in condition 28(a). The Purchaser shall reimburse within fifteen days of dispatch of notice by registered post, all such amount adjusted from the security deposit and shall thus keep the security deposit always full and complete.

(e) Of Recovery of Collection Charges:

The collection charges will be recovered in (3) equal installments along with the sale amount. No extension shall be granted for the payment of collection charges for 3rd installment. Failure to pay the collection charges on the due dates, could result in adjustment of the equal amount from the security deposit specified in Condition No.28 (b). Still if there is any balance amount due, action will be taken as per the Condition No.26. The collection charges will be recovered as per the number of Standard Bags handed over at the khalla site that is as per the Form 1A and 1B, irrespective of whether the material is accrued or transported to the godowns.

(f) Of Payment of Amounts Due :-

Failure to reimburse the amounts under condition (d) above constitutes breach of agreement, for which action may be taken by the Divisional Forest Officer under the terms and conditions of this agreement. Further, the amount involved shall be recovered as arrears of Land Revenue as may be decided by the Divisional Forest Officer. A demand under the signature of the Divisional Forest Officer shall be valid authority for the recovering officer, to recover the amounts as arrears of Land Revenue.

29. Execution of Agreement :-

(a) The successful tenderer, hereinafter called the purchaser shall execute an agreement in the form given along with the tender notice, after completing the formalities specified hereunder, within **(45) days for the units sold in 1st Sale, (30) days & (20) days for the units sold in subsequent (2) Sales**, from the date of order of confirmation of tender sent by registered post or by personal delivery.

(b) The terms and conditions of appointment of purchaser shall be as specified in the "Terms and Conditions of Agreement" set out separately hereunder. The Divisional Forest Officer concerned shall be the authority competent to enter into agreement with the purchaser on behalf of the Andhra Pradesh Forest Development Corporation Limited.

(c) The purchaser shall execute the agreement on Non-Judicial Stamp Paper of Rs. 100/- (Rupees one hundred only)

30. Transfer of Agreement :-

(a) The purchaser shall not assign and/or transfer the contract to any other person or party without the specific orders of the Divisional Forest Officer. The

Divisional Forest Officer concerned may permit such assignment or transfer on payment of a fee as follows :-

- i) for the first transfer @ Rupee 10/- per Standard Bag.
- ii) for the second transfer @ Rupees 20/- per Standard Bag.
- iii) for the third and subsequent transfers @ Rs. 30/- per Standard Bag.

However, transfer of unit is not permissible from the last date of payment of 1st installment. For example: If the last date of payment for the 1st installment is 1.11.2015, from this date onwards the transfer of the unit is not permissible. The transfer of the unit is also not permissible once part of the leaf of a particular unit is lifted even before the last date of 1st installment.

(b) In case of transfer of a unit from one purchaser to another purchaser, the transferee purchaser shall have to enter into fresh agreement with the Divisional Forest Officer concerned, and in case if the material is already collected/transported, it shall also be binding on the second purchaser to accept the entire quantity of leaf on 'as is where is' basis.

31. Pruning of Abnus Plants:-

The purchaser shall do pruning of Abnus plants in the unit. He shall do so after obtaining prior permission of the Divisional Forest Officer concerned in writing and in such manner and during such period as may be directed by him from time to time. Lopping and cutting of branches of trees or damaging trees in any other way is strictly forbidden.

32. Kindling of Fire in Forest Area Prohibited:-

- (a) Kindling of fire in the forests within the unit area and in its vicinity including smoking and carrying matchboxes is strictly forbidden during the fire season.
- (b) It shall be the responsibility of the purchaser to prevent fire in the unit.

33. Collection of Abnus (Beedi) Leaves:-

(a) The purchaser shall have to make his own arrangements entirely at his cost for establishment of centers for collection of Abnus Leaves (Khallas), employment of khalledars, Supervisors, staff and labourers, transport & storage of material and other arrangements necessary for carrying out the contract. The list of collection centers (khallas) notified from time to time can be had from the office of the Divisional Forest Officer concerned.

(b) If the purchaser desires to open any additional collection center (Khalla) within the area of the said unit, then a representation should be made to the Divisional Forest Officer concerned, and the Divisional Forest Officer concerned after examining the issue will have discretion to accept or reject the same.

(c) The purchaser shall keep his representative (khalledar, Supervisor) during the collection season for collection of the Abnus Leaves at such centers, preferably from same village shall be furnished to the Divisional Forest Officer concerned along with

their specimen signatures attested by the purchaser before the starting of pruning. The purchaser will be responsible for any act of commission/omission of such Khalledar, Supervisor. The Divisional Forest Officer concerned will have the discretion to reject any representative (Khalledar, Supervisor) proposed by the Purchaser without giving any reason there for.

If any representative (Khalledar, Supervisor) is rejected by the Divisional Forest Officer, the purchaser shall provide a substitute representative (Khalledar, Supervisor) acceptable to the Divisional Forest Officer concerned. In case the purchaser fails to appoint a khalladar, Supervisor or position a khalladar, Supervisor the Department will appoint and position the khalladar, Supervisor and the purchaser will be responsible for any act of commission/omissions of such khalladar, Supervisor appointed/ position by the Department.

(d) Local tribals should be appointed as Khalledars by the Purchaser. In the absence of Local tribals, Local SC/BC/ should be given preference.

(e) The purchaser shall accept Abnus Leaves at the notified collection centers only. Without prejudice to any other rights, remedies or powers of the Government under the agreement and/ or any law, any Abnus leaves collected at unauthorized collection center(s) shall be forfeited to the Government and disposed off in the manner deemed fit.

(f) The purchaser shall accept from the concerned unit, the Abnus leaves in raw form (Green condition), in the form of bundles containing 50 leaves each, provided, however, bundle should not contain more than 55 leaves.

(g) The purchaser shall not reject Abnus leaves collected for further processing at khallas unless the leaves are unfit for beedi manufacture. The leaves rejected, if any, by the purchaser shall be kept separately for the inspection of the Forest Range Officer concerned or any officer authorized by him. On the decision of such officer, an appeal shall lie with the Divisional Forest Officer, whose decision shall be final and shall be binding on the purchaser.

(h) Once the leaf collected at the khalla is entered in form 1A and/or 1B, the custody of leaf is deemed to have been handed over to the purchaser for the purpose of curing, bagging, transportation and storage at godown etc. The leaf collected shall be entered in I-A and or I-B within (24) hours of collection.

(i) The purchaser shall reimburse collection charges to the Department/Corporation as per the beedi leaves collection recorded in Form 1A and/or 1B at the collection center of the unit. The collection charges shall be recovered on due dates, irrespective of the fact whether the material is cured, transported or lost due to natural calamities or damaged due to acts of third party.

(j) The purchaser shall be responsible for all the operations like khalla site (selection/clearance/rent etc), curing, bagging, transportation and storage at godowns, watch & ward.

(k) It shall be the responsibility of the purchaser to make required arrangements and payments for all the operations (other than collection charges) like pruning, khalla

site arrangements, curing, bagging, transportation, storage at godown, watch & ward etc., salaries and remunerations of khalledars, supervisors & other employees engaged by the purchaser.

(l) The purchaser shall pay to the labourers employed by him for the purpose at the minimum rates recommended by the Advisory Committee are as follows:-

Sl. No.	Category	Collection Rate for 2015 Beedi Leaf Season per SB	Growers / Purchase rate for 2015 Beedi Leaf Season per SB
1)	I (Bhadrachalam North & South Divisions)	Rs.1220/-	Rs.1295/-
2)	II (Other 20 Divisions)	Rs. 1180/-	Rs.1260/-

Note: A Standard Bag is a bag containing 1000 bundles of 50 leaves each i.e., 50,000 Tendu Leaves.

The payment of labour charges shall be made to the labourers on the same day on which the leaves are received by him from them.

(m) After curing and bagging, the following particulars shall be superscribed distinctly on each trade bag - namely:-

- Name and No. of Unit.
- Sl.No. and name of the khalla.
- Sl.No. of bag.
- No. of bundles contained in bag.
- Year of collection.
- Monogram.

(n) The transport of Abnus Leaves shall be subject to provision of transport permits prescribed in the said Act and the said Rules.

(o) The Security Deposit of Sale Amount and Collection Charges pertaining to the units where there is "NIL" collection reported will be returned provided that the Purchaser concerned has fulfilled all the agreement conditions and after obtaining necessary permission from the Prl. Chief Conservator of Forests, [Telangana State](#), Hyderabad.

34) Checking of the Abnus Leaves:-

(a) The stock of Abnus leaves under the custody of the purchaser at any collection center or at any depot or in transit is liable to be checked at any time by any officer, not below the rank of a Forest Beat Officer.

(b) The purchaser shall be responsible for any stock detected unauthorized.

(c) In case of checking of leaf in khalla site, the Inspecting Officer "not below the rank of Assistant Conservator Forest" will pickup 10 (Ten) bundles at random from the collection of each day, out of which 5 (Five) bundles be picked up by nominee of the purchaser. In case of absence of any nominee, the khallader who is the representative of the purchaser as per condition 33 (c) will be the nominee of the purchaser during such inspection. If the average no. of leaf per bundle present is more than 55, then the day's collection will be raised by the corresponding % in excess of 50 leaves.

(d) The quantities assessed as excess will be treated as part of the stock collected in that unit/khalla for the purpose of recovery of sale amount and collection charges apart from imposing suitable penal action.

35. Of Godowns:-

(a) The Abnus Leaf shall be kept in the godown, approved by the Divisional Forest Officer concerned atleast fifteen (15) days before the commencement of collection. Before the beedi leaf is stored in the approved godown, the purchaser has to affix godown serial number on each of trade bag. No trade bag should be kept in the godown without a godown serial number.

Beedi Leaf from non telangana area should not be permitted to be kept in a godown, where leaf of beedi leaf units from Telangana Region is permitted to be stored. Similarly beedi leaf from other States also should not be stored in the godown where leaf of Telangana units leaf is permitted to be stored.

(b) Such Godowns may be situated inside or outside the unit but within the State of **Telangana**, subject to the consent of the Divisional Forest Officer, concerned.

(c) The building of the godown, shall be of permanent construction.

(d) The Abnus Leaves stocks shall be kept under the custody, watch and ward, supervision and at the risk of the purchaser, but under the control of the Divisional Forest Officer and on the condition that any officer not below the rank of Forester shall have full access and control over the stock by putting departmental lock to the godowns or by any other device. The purchaser shall not become owner of the Abnus leaves till all the amounts are paid to the corporation.

(e) The purchaser shall transport the entire Abnus leaf collected in the unit, to the approved godowns by 30th June of that season. The Divisional Forest Officer may permit in writing if there are valid reasons for the storage of leaf in the temporary godowns for specified period.

(f) Weighment, stenciling on the Beedi Leaf bags (stored in the godown) to the extent of affixing of monogram only in the presence of the forester in-charge of the godown will be permitted. No further details will be stenciled. The expenditure on account of such weighment and stenciling shall be borne by the purchaser only.

(g) Minimum five feet distance shall be maintained between the stock of beedi leaf pertaining to different units in the same godown. No re-bagging shall be allowed at the godown.

36. Accounts:

The purchaser shall maintain such accounts in such forms and furnish to the Divisional Forest Officer, such periodical returns on such dates as may be specified in agreement or prescribed from time to time by the Divisional Forest Officer Concerned.

37.Payment of sale amount, reimbursement of collection charges and delivery of abnus leaves and reimbursement of insurance charges:

(a) Sale Amount:

(i) The sale amount is arrived by multiplying the quantity of leaf collected in standard bags with the accepted tendered rate.

(ii) Deleted.

(iii) The quantity of unauthorized leaf determined as excess in condition 34(d), will be counted towards the notified target.

(b) Collection Charges: The purchaser shall reimburse the collection charges to the Department/Corporation as per the beedi leaves collection including collection from growers recorded in form 1A and/or 1B at the various collection centers of the unit. In respect of the leaf collected from the growers, the purchaser shall also reimburse the amount paid to the grower by the Department/Corporation.

(c) The sale amount and reimbursement of the collection charges have to be paid by the purchaser in three (3) equal installments, and the following are the due dates for the payment of each installment.

1st installment - 1st November, 2015

2nd Installment - 1st January, 2016

3rd Installment - 15th February 2016

On payment of each installment, proportionate quantity of Beedi Leaf will be released.

Note:- If the due date happens to be a public or bank holiday, the next working day will be the due date for this purpose. The date of submission of demand draft will be the date of receipt of payment.

(d) The Abnus leaves are also released on submission of bank guarantee from a scheduled bank on the following conditions:

(i) The Divisional Forest Officer will obtain confirmation for the guarantee from the issuing bank and then only the material will be released.

(ii) The Bank Guarantee shall be for the total amount (three installments), valid upto the 31st March, 2016, and the entire quantity of beedi leaves will be released.

(iii) The Bank Guarantee will be invoked/encashed in three equal installments on the due dates as mentioned above, or on the extended due dates as in condition No.37(f), on the failure of the purchaser to pay the due installments.

(iv) The Bank Guarantee shall also be accepted to the extent of one installment with validity upto, 31st March, 2016 and proportionate quantity of Abnus leaves will be released. In case the purchaser pays the installment on the due date, the Bank Guarantee furnished for the installment becomes valid for the next installment.

(v) On failure by the purchaser to deposit the sale amount on due date, the sale amount will be claimed from bank on due date of installment. Accordingly, the bank

guarantee should bind the bank sponsoring the guarantee to release and remit the sale amount on the due date.

(vi) The interest for delayed payments and penalties etc; will be adjusted from the security deposit.

(vii) Interest will also be charged @ 12% p.a. compounded every three months, for the period between the due date of installment and the date on which the bank remits the amount claimed.

(viii) Interest on delayed payments: Interest shall be paid by the purchaser at the rate of 12% p.a.(Twelve percent) per annum compounded every three months in respect of balance of the sale amount which is not paid when due. If the defaulting period is 10 days or less, no interest shall be collected and if it is more than 10 days, the penal interest shall be payable on the number of days payment is actually delayed.

(e) In the event of payment of values for a minimum of one lorry load, before the due date of the installment with sales tax, income tax as prevalent on the date or before the expiry of the extended period, if any granted by the Divisional Forest Officer under the condition No.37(f) with sales tax, income tax prevalent on the date and interest thereon, the stocks will be released to the extent of values paid.

(f) The Divisional Forest Officer concerned shall grant time for payment of sale amount and collection charges up to two months after the due date of first installment and one month after the due date of second installment provided, the purchaser requests in writing atleast a day before the due date and agrees to pay penal interest at the rate of 12% per annum compounded every three months on the due amount. On the failure to pay the due amount within the period, the agreement shall be terminated and the purchaser is not entitled to any prior notice thereof. **No extension shall be granted for payment of 3rd installment for sale amount and collection charges.**

(g) In the absence of a written request from the purchaser for grant of time as contemplated in clause 37(f), the Divisional Forest Officer shall terminate the agreement in the event of non-payment of sale amount on the due date and the purchaser is not entitled to any prior notice thereof.

(h) The Divisional Forest Officer concerned shall be competent to revoke the cancellation of the agreement in case the purchaser pays the due sale amount together with penal interest and taxes, and the revocation fee as indicated below, at any time before the sale of the Abnus leaves.

Rs.5,000/-(Rupees five thousand only) (in case of units with sale amount of Rs.Five lakhs and above).

OR

Rs.2,500/- (Rupees two thousand and five hundred only) (in case of unit whose sale amount is less than Rs. Five lakhs).

(i) Recovery of Collection Charges:-

The purchaser shall reimburse the collection charges to the Department/

Corporation as per the beedi leaves collection recorded in form 1A and/or 1B at the various collection centers of the unit. The amount has to be paid in three equal installments as detailed in 37(c) above. No extension shall be granted for the payment of collection charges for 3rd installment. On failure by the purchaser to reimburse the collection charges on due date, the same will be claimed from bank on due date of installment. Accordingly the bank guarantee should bind the bank sponsoring the guarantee to release and remit the collection charges on the due date.

(j) The department shall insure the Beedi Leaf at three stages i.e. (i) Leaf at Khalla site (ii) Leaf in transit from khalla to godown and (iii) Leaf stored in the godown and pay the premium to the Insurance companies. The purchaser shall reimburse the insurance charges paid by the department at the time of payment of 1st installment.

38. Corporation/Department not responsible for natural calamities or acts of third parties:

(a) The purchaser shall not be entitled to claim any compensation whatsoever in case the Department/Corporation is not able to give physical possession of Green leaf for further processing at the collection center to the purchaser due to unforeseen calamities like floods, cyclone, tempest, disease, pest, drought or any other natural calamities or by reasons of any wrongful acts committed by any third party or any other reason whatsoever.

(b) The purchaser shall not be entitled to claim any compensation whatsoever for any loss or damage that may be sustained by him on account of fire, rain, gale, tempest, disease, pest, flood, drought or any other natural calamities or by reasons of any wrongful acts committed by any third party or any other reason whatsoever during any other subsequent process like curing, bagging, drying, storage, transportation, godowning etc;

(c) The Department/Corporation shall not be responsible for any deterioration in the quality of beedi leaves during storage in godown. No claim in this regards whatsoever shall be entertained.

Pr. Chief Conservator of Forests
(Head of Forest Force).

ANNEXURE - II

BANK GUARANTEE BOND TOWARDS SECURITY DEPOSIT FOR

REIMBURSEMENT OF COLLECTION CHARGES.*

In consideration of the Andhra Pradesh Forest Development Corporation Ltd., Hyderabad (here/in/after called the Corporation) represented by the Divisional Forest Officer _____ Division having agreed to exempt _____ (here in after called the said purchaser(s)) from the demand under the terms and conditions of an agreement dated _____ made between _____ and _____ for _____ (here-in-after called "the said Agreement") of Security Deposit for the due fulfillment of the said Agreement, on production of Bank Guarantee for Rs. _____ (Rupees _____ only) We _____ (hereinafter referred to as the Bank") (indicate the name of the Bank), at the request of _____ purchaser(s) do hereby undertake to pay to the Corporation an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said purchaser(s) of any of the terms and conditions contained in the said Agreement.

We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Corporation stating that the amount claimed is due by way of or damage caused to or would be caused or may be suffered by the Corporation by reason of breach by the purchaser(s) of any of the terms and conditions contained in the said agreement, or by reason of the purchaser(s) failure to perform the said agreement any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We _____ undertake to pay to the Corporation any money so demanded notwithstanding any dispute or disputes raised by the purchaser(s) in any suit or proceeding pending before any Court or Tribunal/relating there to our liability under this present 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(s) shall have no claim against us for making such payments.

We _____ (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said Agreement have been fully paid and the claims satisfied or discharged or till the Corporation certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said purchaser(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before **31st March, 2016** we shall be discharged from all liability under this guarantee there of. However the guarantee can be extended at the

request of the Corporation till such time the dues are paid fully by the purchaser, if such request is made by Corporation before 31st March, 2016.

We _____ (indicate the name of bank) further agree with the corporation that, the corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time or performance by the said purchaser(s) from time to time or to propose any of the powers, exercisable by the corporation against the said purchaser(s) and to forbear to enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said purchaser(s) or for any forbearance act or omission on the part of the corporation or any indulgence by the corporation to the said purchaser(s) or by any such matter or thing whatsoever which under the law relating to sureties would be for this provision have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the purchaser(s).

(Indicate the name of bank)

We lastly undertake not to revoke this guarantee during its currency except with the provisional consent of the corporation in writing.

For dated the _____ day of _____
(Indicate the name of the bank)

***Note:-** Bank Guarantee bonds towards security deposits should be furnished separately for Sale Amounts and for collection charges.

PrI. Chief Conservator of Forests
(Head of Forest Force) .

ANNEXURE – III

BANK GUARANTEE BOND TOWARDS SECURITY DEPOSIT FOR SALE

AMOUNT.*

In consideration of the Andhra Pradesh Forest Development Corporation Ltd., Hyderabad (here/in/after called the Corporation) represented by the Divisional Forest Officer _____ Division having agreed to exempt _____ (hereinafter called the said purchaser(s)) from the demand under the terms and conditions of an agreement dated _____ made between _____ and _____ for _____ (here-in-after called "the said Agreement") of Security Deposit for the due fulfillment of the said Agreement, on production of Bank Guarantee for Rs. _____ (Rupees _____ only) We _____ (hereinafter referred to as the Bank") (indicate the name of the Bank), at the request of _____ (purchaser(s) do hereby undertake to pay to the corporation an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said purchaser(s) of any of the terms of conditions contained in the said agreement.

We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the corporation stating that the amount claimed is due by way of or damage caused to or would be caused or may be suffered by the corporation by reason of breach by the purchaser(s) of any of the terms and conditions contained in the said agreement, or by reason of the purchaser(s) failure to perform the said agreement any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We _____ undertake to pay to the corporation any money so demanded notwithstanding any dispute or disputes raised by the purchaser(s) in any suit or proceeding pending before any Court or Tribunal/relating there to our liability under this present 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(s) shall have no claim against us for making such payments.

We _____ (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the corporation under or by virtue of the said agreement have been fully paid and the claims satisfied or discharged or till the corporation certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said purchaser(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before **31st March, 2016** we shall be discharged from all liability under this guarantee there off. However, the guarantee can be extended at the request of the Corporation till such time the dues are paid fully by the purchaser, if

such request is made by Corporation before 31st March, 2016.

We _____ (indicate the name of bank) further agree with the corporation that, the corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time or performance by the said purchaser(s) from time to time or to propose any of the powers, exercisable by the corporation against the said purchaser(s) and to forbear to enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said purchaser(s) or for any forbearance act or omission on the part of the corporation or any indulgence by the corporation to the said purchaser(s) or by any such matter or thing whatsoever which under the law relating to sureties would be for this provision have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the purchaser(s).

(Indicate the name of bank)

We lastly undertake not to revoke this guarantee during its currency except with the provisional consent of the Corporation in writing.

For dated the _____ day of _____
(Indicate the name of the bank)

***Note:-** Bank Guarantee bonds towards security deposits should be furnished separately for sale amounts and for collection charges.

Pr. Chief Conservator of Forests
(Head of Forest Force)