

GOVERNMENT OF TELANGANA

**TELANGANA STATE FOREST DEVELOPMENT CORPORATION LIMITED
HYDERABAD**

Re. No. 946/2017/M1(STC), Dt. 25.11.2017

**ADVANCE SALE OF ABNUS (BEEDI) LEAF THROUGH E-TENDER DURING
2018 SEASON IN TELANAGANA STATE**

SPECIAL TERMS AND CONDITIONS

(1) E-tender bids are invited from Firms / Companies / Industries / Individuals registered as manufacturers of Beedi or exporters of Abnus Leaf 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 Leaf) Rules 1970** as modified from time to time and desirous of purchasing green Abnus Leaf to be collected from Government lands and purchased from registered Growers during 2018 Beedi Leaf season from the Beedi Leaf Units. The details can be seen at the web site <http://www.mstcecommerce.com> and <http://www.mstcindia.co.in>

The bids are invited on the basis of competitive bidding through e-tender conducted by MSTC Limited (A Govt. of India Enterprise) India, website <http://www.mstcecommerce.com>.

The details of Beedi Leaf Lots/Units for which bids are invited by the Telangana State Forest Development Corporation Ltd. to be purchased are detailed at Annexure- I.

(2) The word **SELLER / PRINCIPAL** wherever appearing means **the Telangana Forest Department (TFD)**, Government of Telangana, India or its authorized representative **Telangana State Forest Development Corporation Ltd.**

(3) The word MSTC wherever appearing means the MSTC LIMITED, Hyderabad, India hereinafter referred to as **SELLING AGENT OF SELLER**.

(4) The word Bidder wherever appearing means Firm / Person / Party/ Company / Industries / Individuals who are interested in participating and purchasing the Beedi Leaf Units put up for advance sale in this e-tender.

(5) The word Purchaser / Buyer / Successful Bidder wherever appearing means Firm or Company or Industry or Individuals whose rate has been accepted by the SELLER and the

sale order / acceptance letter has been issued in their favour.

(6) The Word LOT/LOTS/e-auction LOT wherever appearing means e-tender LOT comprising of one Beedi leaf Unit or more than one Beedi leaf Units grouped for the purpose of the sale.

(7) The Word e-Auction wherever appearing means e-tender

(8) The Sale will be governed by the schedule, Material List, Special Terms & Conditions (STC) and Annexure displayed on the "Live" e-Auction Floor (and not under Forthcoming Auctions) as well as the General Terms & Conditions (GTC) and Buyer Specific Terms & Conditions (BSTC) already accepted by the Bidder at the time of e-Tender Registration with MSTC. The schedule Material List & STC displayed under View Forthcoming Auctions on MSTC's e-Auction Website are tentative and subject to change at MSTC's / TFD sole discretion at least one day before the start of e-Auction. Bidders should therefore download the Material List and STC displayed only under View Live Auctions for their record purpose if required. The BSTC and GTC can be seen and downloaded by going to the Home Page of the e-Auction Website and clicking on NEW USER. Participation in the e-tender will be deemed to imply that the Bidder has made himself thoroughly aware of and accepted the material list, STC, BSTC and GTC. In case of any conflict between the STC, GTC and BSTC, the STC shall prevail. MSTC shall have the right to issue addendum to the STC or BSTC to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original STC or BSTC as the case may be.

(9) e-Tender opening time, closing time, inspection schedule and other dates & times mentioned in the e-auction/tender catalogue may be treated as (IST) **Indian Standard Time** only.

(10) The Bidders who are interested to purchase BEEDI LEAF through e-Tender should get themselves registered with MSTC as **Bidder** well in advance before commencement of e-tender. The bidders who have valid registration with MSTC need not register again.

CLICK HERE FOR REGISTRATION PROCEDURE - INDIAN BUYERS/BIDDERS.

After successful completion of On line registration, the bidder should complete the Offline registration formalities by submitting the following Documents to MSTC Off-line:

- a. Income Tax **PAN Card** (Original & Photocopy – the Original will be returned after verification)
- b. Photocopy of Latest **Income Tax Return**

c. **Sales Tax Registration** (State & Central) Certificates (Original & Photocopy – the Original will be returned after verification).

d. Goods and Service Tax (GST) Certificates (Original & Photocopy – the Original will be returned after verification).

Further, in case of individual, the bidder should produce **evidence for the residential address** viz., Aadhar- /Ration- Card/ EPIC/ Passport /Electricity Bill / Telephone Bill / Bank Pass Book with photo with self-attestation of the document.

e. Copy of Registration Certificate issued by Competent Authority in favour of tenderer / bidder as manufacturers of beedies or exporters of Abnus Leaf for the year 2018 as required under the Andhra Pradesh Minor Forest Produce (Regulation of Trade in Abnus Leaf) Rules, 1970.

f. Produce **original documents** of the above documents for verification.

g. **Registration Fee of Rs. 10,000/- + 18.00% GST** (Non- Refundable) by PO / DD favouring MSTC Ltd. Payable at respective region / branch.

h. **Signature of the Proprietor / Partner verified by Bank (If Proprietorship / Partnership Firm) on Bank's Letter-head.**

If such verification is done on Customer's Letter-head, then the full Address of the Branch of the Bank must be mentioned

Already covered in the registration procedure **no need for KYC again.**

(11) CONTACT PERSONS:

(A) TELANGANA STATE FOREST DEVELOPMENT CORPORATION LTD. :

1. Name of Contact Person: **Sri Jayanand Rao**, General Manager (Operations).

Contact No: +91 __8008301603,

e-mail ID: tsfdcbt@gmail.com

Address: General Manager(Operation), T.S. Forest Development Corp., Masab Tank, Hyderabad.

(B) TELANGANA FOREST DEPARTMENT:

1. Name of Contact Person: M. Prudhvi Raju, IFS, APCCF (Prod.).

Contact No: +91 _40 23232154,

e-mail ID: prudhvi1960@gmail.com

Address: O/o PCCF(HoFF), T.S. Aranya Bhavan, Saifabad, Hyderabad 500004.

(C) MSTC LIMITED, HYDERABAD:

- i) Shri Jamil Akhtar, Sr. Manager, Mobile: +919391057727,
e-mail: jakhtar@mstcindia.co.in
- ii) Renu Purushotham, Br. Manager, Mobile: +918884406412

Office Contact address of M/s. MSTC Ltd., Aakash Ganga Complex, Flat No. 201,
2nd Floor, Door No. 6-3-635 & 637, Khairatabad, Hyderabad – 500004.

Telephone: +91 40 23301039

Fax: +91 40 23301049

E-mail: hyd@mstcindia.co.in

(12). INSPECTION OF LOTs / Units:

The intending tenderers are advised to inspect personally, the Units from which the Beedi leaf is proposed to be collected, for which they intend to submit tenders, and satisfy themselves.

The buyer has to satisfy himself about the quality, quantity, and conditions etc. of the Leaf. The principal of "CAVEAT EMPTOR" (LET THE BUYER BE AWARE) will apply.

The act of submitting an e-tender is deemed to be complete and un-reserved acceptance of the terms and conditions of tender and the conditions of agreement appended

(13) Lot wise bidding: Bids shall be submitted for the entire material as mentioned in the Schedule for each Lot / Unit. The quantity actually collected and purchased will be more or less or same as mentioned in the Schedule. The tenderer shall accept the entire quantity actually collected and purchased in the Unit at the same e-tendered rate.

(14) Presentation of more than one tender :-

Only one tender should ordinarily be submitted by a person or a party for any particular Unit. However, the bidder can improve his bid by increasing his earlier submitted bid till the closure of the e-tender. The last submitted bid only be considered. It may be noted that bids once submitted cannot be decreased, however upward revision is permissible.

(15) 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 collection/purchase charges paid by the department will be reimbursed by the Purchaser separately.

(16) Tenderers are responsible to receive all communication:

The communication shall be sent to the **addresses** and **e-mail ID** provided by the bidder at the time of registration with MSTC Ltd. The Department/Corporation will not be responsible for the consequences, if any communication sent to the registered address, does not reach the tenderer or returned un-served. The responsibility to receive promptly, all communications intended to any tenderer rests fully on the tenderer himself.

(17) Registered manufacturers of Beedies and exporters of Abnus Leaf only should tender:-

e-Tenders will be accepted only from persons or parties who have registered themselves as manufacturers of beedies or exporters of Abnus Leaf for the year 2018 as required under the Andhra Pradesh Minor Forest Produce (Regulation of Trade in Abnus Leaf) Rules, 1970. The scanned copies of the registration certificate should be sent through email to jakhtar@mstcindia.co.in . The scanned copies of the registration certificate should be sent minimum one day prior to the e-tender date failing which they shall not be allowed to participate in the e-tender. The original registration certificate may be produced at the time of signing of the agreement failing which the bidder's EMD shall be forfeited by the Government / Corporation.

(18) E-Tender by defaulter or minor or insolvent or black listed person:

E –tender Bids 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 deposited shall be forfeited by the Government / Corporation.

(19) Seller/MSTC reserves right to stop / postpone /cancel the e-tender at any stage without assigning any reason therefor.

(20) Seller/MSTC reserves the right to accept or reject the highest rate offered in the e-tender without assigning any reasons there for.

(21) Seller/MSTC reserves right to modify/alter/cancel/omit any of the Terms and Conditions pertaining to the e-tender as and when required. The Seller reserves the right to add/delete/change/modify any or all the general conditions mentioned in the e-Tender schedule and the said addition/deletion/changes/modifications shall be incorporated in the

agreement to be entered into with the bidders / bidder irrespective of e-tender conditions mentioned in the notice inviting e-tender or in the e-tender schedule or the same shall be incorporated in a form of codicil as the case may be and the same will be binding on the Bidder/Buyer without any recourse.

(22) 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 (Prod.) / Vice Chairman & Managing Director, T.S. Forest Development Corporation Limited or any officer authorized by them shall accept or reject any or all e-tenders without assigning any reason thereof.

In this regard the decision of e-tender accepting authority shall be final and binding on the bidder without any recourse. Further, when the bidder files its bid, the acceptance or rejection of the bid by Seller, on e-auction/tender platform shall not become a cause of action or ground to initiate any legal action before any Court or Courts of Law for obtaining any order, Injunction, Direction etc., from any Court to stall the proceedings of Seller. In the event of any dispute arising out of the e-tender such dispute would be subject to the jurisdiction of the civil courts at Hyderabad, Telangana State.

(23) Withdrawal of lots: -The Seller may withdraw any e-tender Lot or Lots or part of the lots from the Sale without assigning any reasons.

(24) PRE-BID DEPOSIT (Earnest Money Deposit): The Bidders who wish to bid in this e-Tender should submit an amount of **Rs.100/- /- (Rupees One Hundred only) per S.B.** for the number of S.Bs notified for the Unit in the schedule towards Pre – Bid EMD for each Lot through e-Payment Gateway only at least one working day before the date of e-Tender accepted till 17.00 hrs (IST).

THE BIDDER(S) MUST COMPULSORILY INTIMATE THE DETAILS OF PAYMENT MADE THROUGH E-MAIL TO J. AKHTAR, DM (MSTC) at jakhtar@mstcindia.co.in, GIVING THE FOLLOWING DETAILS:

(1) MSTC E-TENDER NUMBER (2) NAME OF BUYER (3) BUYER REGISTRATION NUMBER (4) UTR / TRANSACTION REF.NO. (5) DATE OF TRANSFER (6) NAME OF BANK (7) NAME OF BRANCH (8) CITY (9) LOT NO.

Failing which they will not be allowed to participate in the e-Tender. In any case, the pre-bid EMD remitted either RTGS/NEFT transfers after the due date as above will

not be accepted and Bidders will not be activated for participating in e-tenders. It is to be noted that “No payment by any third party on behalf of the successful bidder / bidders shall be accepted”. No interest shall be payable on the Pre-bid EMD.

- In case the successful bidder fails to come forward and purchase the material as per the terms mentioned in this e-Tender, the Pre-Bid EMD amount of such bidder will be forfeited and the said amount shall be transferred to Forest Department.
- The Pre-Bid EMD of unsuccessful bidders in any of the lots will be refunded as it is after the e-Tender within 7 (seven) days by MSTC. The pre-bid EMD of unsuccessful bidder shall be refunded to the account specified at the time of registration by the bidder.
- To bid in any lot/lots, a bidder shall have to deposit sufficient Pre-bid EMD in advance.
- A bidder shall be able to bid in as many lots as permitted by the amount deposited by him / her as Pre-Bid EMD.
- A bidder may submit Pre-Bid EMD for as many lots as he / she wishes to bid for.

The available Pre-Bid EMD of successful bidder will 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.

(25) VALIDITY OF OFFERS:

- a) The bidders who have participated in the e-TENDER shall be bound by their offers and by these terms and conditions for a period of **30 (thirty) days** from the date of closing of e-Tender.
- b) However, any period of stay granted by any competent Court shall not count towards this period.
- c) In case of breach of this condition, the Pre-Bid EMD 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.

(26) RATE: (i) The bidders shall quote / offer **the rate** online on MSTC site **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 collection/purchase charges paid by the department will be reimbursed by the Purchaser separately. On line bids shall be submitted in Indian Rupees. Applicable levies and duties during the pendency of the contract will be charged extra as ruling on the date of dispatch.

(27) TAXES & OTHER LEVIES:

(a) Value Added Tax (VAT) / Goods and Services Taxes (GST):

Value Added Tax / Goods and Services Taxes and other taxes if any shall be paid by the Purchaser as per the provisions of the Telangana 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.

Any increase/decrease in levies etc or imposition of any new duties & taxes by Statutory Authorities would be on the account of successful bidder(s) and payable by the successful bidder(s).

i) Please note that applicable statutory payment like VAT / GST, Income Tax, other taxes etc. will be applicable and payable by the Buyer as prevailing on the date of actual physical lifting of the material from the Godown/Khallas these amounts are over and above the bid amount. The rates of Duties and Taxes displayed on the e-Auction/tender Website are only indicative and based on the rates prevailing before the commencement of the e-Tender.

(ii)The e-Tender Lot/Units of Beedi Leaf are indicated in the Annexure I.

(28) BIDDING PROCESS:

i) The bid value shall be the basic price of the Beedi Leaf Units, exclusive of all applicable levies, Duties etc., in per Standard bag (SB) in INR.

ii) Each e-Tender Lot of Beedi Leaf is a separate entity for bidding. Bidders have to bid

separately for each e-Tender lot of Beedi Leaf.

(iii) E-Tender will accepted till 3.00 pm of the dates notified. During the aforesaid period of e-Tender, bidders can quote their one time bid amount in Rs. ___/- per Standard Bag on the date of bidding for each e-Tender lot subject to payment of corresponding Pre-Bid EMD.

(iv) Procedure to participate in e-tender: To participate in e-tender, click on the link ‘**View Live Auctions**’. A list of events running at that time will appear. Click on the e-Tender in which you wish to bid. The e-tender form for bidding will appear with all details. Now, you can type your bid against the e-tender lot / Unit of your choice and click on ‘**BID**’ button to submit your bid. However, the bidder can improve his bid by increasing his earlier submitted bid till the closure of the e-tender. However, the last submitted bid only will be considered. It may be noted that bids once submitted cannot be decreased, however upward revision is permissible. To view your bid, you may click on the link ‘**Your Bid**’ and see the **bid and bid date and time**. E-tender opening time & closing time, mentioned in the e-Tender catalogue may be treated as (IST) Indian Standard Time only.

v) Seller / MSTC will not provide any computer terminal for bidders and it is the whole responsibility of the bidders to arrange computers for themselves.

(vi) For “Important Guidelines for Registration and Bidding for bidders”, please refer to the Annexure IV.

(29) Other General Terms:

a) CAUTION IN SUBMISSION OF BID: The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by MSTC/SELLER in this regard. Hence Bidders must be careful to check (the Bid Amount / Number of ‘0’s / No. of Digits / Unit of Measurement etc.) and rectify their bid (if required) before submitting their Bid into the live e-tender floor by clicking the ‘Bid’ Button. During Live e-tender, only brief Lot / Item details will be shown under ‘Lot Name’ on the e-tender Floor where Bidders are required to bid. The complete ‘Item Details’ can be seen by the Bidders by clicking on the respective Item hyperlinked under Lot Name and it shall be the responsibility of the Bidders to see the ‘Item Details’ before bidding and no representation / complaint in this regard will be entertained by MSTC / Seller from the Bidders.

(b) UNIT OF MEASUREMENT (UOM) FOR BIDDING, SALE & DELIVERY: Each Lot / Unit will have to be bid, sold and delivered on the basis of Unit of Measurement (i.e. UOM) **per Standard Bag** as LOT stipulated in the Material List displayed on the e-auction

Floor of 'View Live e-auctions'.

Any representation/complaint from the Bidders for the Bid to be made/having been made on the basis of any other Unit of Measurement will not be entertained. Each e-tender LOT shall be treated as independent contract for the purpose of bid, sale, agreement, payments, delivery etc.

(c) **Jurisdiction of the Courts:** Only the competent Court at Hyderabad will have the jurisdiction over all matters of dispute that may arise out of the aforesaid agreement and no such matter shall be initiated in the Courts at any other place.

(30) **E-Tender RESULT/STATUS :** (i) It must be personally seen by the Bidders online through the link '**E-auction/tender Lot Status**' immediately after closing of e-tender which will be displayed up to 7 (Seven) days from the date of Closing of e-tender (excluding the date of closing of e-auction/tender). After closing of e-tender, the highest valid bid secured among the e-tender for each LOT will be considered to determine the highest bidder for that LOT. Immediately after closing of e-tender, a system generated automatic "**Intimation Letter**" will be issued by e-mail to the Highest Bidder. The intimation letter issued by MSTC Ltd. for that particular lot is only a mere intimation and it will not accrue any right, what so ever, on that lot. **The Acceptance or otherwise of the Bid /Offer, will be intimated only after approval of Competent Authority**

(a) **Equal rate/price:-**

If equal/ same rates per standard bag are offered by more than one tenderer for one and the same Unit, then the bidder who bided first in the e-tender shall be declared as the H1 bidder. It must be noted by the Highest Bidders that Intimation Letter to be issued by MSTC will only be for the purpose of record and information to the bidder to be in readiness for payment of **Security Deposit** within the stipulated time from the closing date of e-Tender (excluding the date of e- tender). Bidders must, therefore keep a watch on their incoming e-mail for Intimation Letters. Normally no hard copy of the Intimation Letter will be issued by MSTC. The intimation letter issued by the MSTC Ltd., through mail will intimate that the rate offered by the bidder is highest and the tenderer is the H1 bidder but **not the confirmation of the lot to the H1 bidder.**

(b) After completion of e-tender on the final day, the MSTC Ltd shall furnish the highest bid quoted for each Lot to the seller alongwith detailed sale result. The seller shall intimate the acceptance of the highest price or otherwise to the H1 bidder.

(31) **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.

(32) Withdrawals of Tenders by the bidder:

A tenderer shall not withdraw his offer for any Unit/Units after submission of the tender and shall be borne by his offer and by the terms and conditions of the Tender Notice including those contained herein till issue of communication of acceptance or rejection of his offer by the competent authority. In case of breach of this condition, the EMD submitted will be forfeited and he may also be blacklisted for a period which may extend to (3) years.

(33) ISSUANCE OF SALE ORDER/Order of Appointment/CONFIRMATION ORDER:

The successful tenderer shall be given an order of appointment after obtaining approval from the Principal or any Officer authorized to H1 bidder if his bid is accepted, who hereinafter is called the “Purchaser”, who will do pruning, curing, bagging and transportation of Abnus or Beedi Leaf to Godown on behalf of Corporation at his cost. The Purchaser is permitted to do pruning before execution of agreement.

However the prospective Purchasers are forewarned that setting the forest floor on fire in the name of “pruning” will attract penal action against the Purchaser/s and may also lead to cancellation of the Agreement.

(34) Cancellation of Appointment Order:

The Forest Divisional Officer / District Forest Officer concerned 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 (32).

(35) Consequences on cancellation of Appointment of the Purchaser:

The cancellation shall be effective from the date of the order. The order will be communicated either by **Registered Post** or **Personal Delivery**. Upon cancellation of the appointment, the E.M.D will be forfeited. On 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.

(36) Revocation of the cancellation of Appointment order:

(a) The Forest Divisional Officer / District Forest Officer concerned shall be competent to revoke 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 Forest Divisional Officer / District Forest Officer concerned, shall be competent to revoke, the cancellation of the Agreement, in case of the purchaser pay the due offered amount together with penal interest and taxes, and a penalty of Rs. 5,000/- (Rupees five thousand only) for the Units irrespective of Sale amount of the Unit at any time before the re-sale of the Abnus leaves.

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

(37) 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) By **RTGS/NEFT in favour of** Vice Chairman and Managing Director, Telangana State Forest Development Corporation Ltd, Hyderabad, in the following account:-

Name of the Bank	State Bank of India
Address of the Bank	Shantinagar, Hyderabad
Account Number	62424626435
IFSC of the Bank	SBIN0020070

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

(iii) 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 Forest Divisional Officer / District Forest Officer concerned.
2. The Forest Divisional Officer / District Forest Officer concerned will accept the guarantee only when confirmed by the issuing Bank.

3. The Bank Guarantee shall be valid up to 31.03.2018 and liable for renewal on demand of Forest Divisional Officer / District 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)**.

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

(v) Fixed deposit receipts drawn in favour of Forest Divisional Officer / District Forest Officer concerned valid up to 31-03-2018. The fixed deposit receipts shall be liable for renewal on demand of Forest Divisional Officer / District 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) 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. No further extension of time will be granted for the payment of collection charges along with sale amount by any authority beyond the time limit provided under clauses 9 (c) and 9 (f) of the agreement.

(f) 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 Forest Divisional Officer / District Forest Officer concerned 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 Forest Divisional Officer / District Forest Officer

concerned. A demand under the signature of the Forest Divisional Officer / District Forest Officer concerned shall be valid authority for the recovering officer, to recover the amounts as arrears of Land Revenue.

(38) 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 Forest Divisional Officer / District Forest Officer concerned shall be the authority competent to enter into agreement with the Purchaser on behalf of the Telangana State Forest Development Corporation Limited.

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

(39) 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 Forest Divisional Officer / District Forest Officer concerned. The Forest Divisional Officer / District 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 instalment is 01.11.2016, 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 Forest Divisional Officer / District 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.

(c) If the said transferee fails or neglects to duly execute the agreement as aforesaid, then without prejudice to any other rights, remedies and power of the Government, Forest Divisional Officer / District Forest Officer concerned shall be entitled to cancel the order sanctioning the Transfer of Contract by the Purchaser in favour of the Transferee and to forfeit the entire amount of the transfer fee paid by the Purchaser to the Government alongwith his application for transfer as aforesaid. And on such cancellation of the order, the Purchaser shall continue to be liable to duly carry out, observe and perform all the Terms and Conditions of Contract as if such application for transfer had not been made by him.

(40) 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 Forest Divisional Officer / District Forest Officer concerned in writing and in such manner and during such period as may be directed by him. Lopping and cutting of branches of trees or damaging trees in any other way is strictly forbidden.

(41) 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.

Violation of the above provision will attract penal action and / or may lead to cancellation of the Agreement.

(42) Collection of Abnus (Beedi) Leaf:

- (a) The Purchaser shall have to make his own arrangements entirely at his cost for establishment of **Centers for collection of Abnus Leaf (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 for the season can be had from the office of the Forest Divisional Officer / District Forest Officer concerned.
- (b) If the Purchaser desires to open any additional Collection Centers (Khallas) within the area of the said Unit, then a representation should be made to the Forest Divisional Officer / District Forest Officer concerned, and the Forest Divisional Officer / District Forest Officer concerned after examining the issue will have the 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 Leaf at such Centers, preferably from same village, and the list of all such persons shall be furnished to the Forest Divisional Officer / District Forest Officer concerned along with their specimen signatures attested by the Purchaser well before the starting of pruning operation. **The Purchaser shall be solely responsible for any/every act of omission/ commission on the part of such Khalledars, Supervisors, other staff and Labourers.** The Forest Divisional Officer / District Forest Officer concerned shall have the right to reject any representative of the Purchaser such as Khalledar, Supervisor etc. proposed by the Purchaser giving due reason in writing there for.

If any representative (Khalledar, Supervisor etc.) is rejected by the Forest Divisional Officer / District Forest Officer concerned, the Purchaser shall provide a substitute representative (Khalledar, Supervisor) acceptable to the Forest Divisional Officer / District Forest Officer concerned. In case the Purchaser fails to appoint a Khalledar/ Supervisor or fails to position a Khalledar/ Supervisor, the Department shall have the right to appoint and position a Khalledar / Supervisor and the Purchaser will be held responsible for any act of commission/omissions on the part of such Khalledar / Supervisor appointed / positioned by the Department.

(d) Local Tribal candidates having experience in Beedi Leaf operations should be given preference in appointment as Khalledars by the Purchaser. In the absence of Local Tribal candidates, local SC/BC candidates should be given preference.

(e) The Purchaser shall accept Abnus Leaf 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 Leaf collected at unauthorized Collection Centre(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 Leaf in raw form (Green condition), in the form of **bundles containing 50 Leaf each**, provided, however, bundle should not contain more than 55 Leaf.

(g) The Purchaser shall not reject Abnus Leaf collected for further processing at Khallas unless the Leaf are unfit for beedi manufacture. The Leaf rejected, if any, by the Purchaser shall be kept separately for 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 Forest Divisional Officer / District Forest Officer concerned, 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 Beedi Leaf collected shall be entered in Forms I-A and or I-B within (24) hours of collection, without fail.

(i) The Purchaser shall reimburse collection charges to the Department/Corporation as per the Beedi Leaf collection recorded in Form 1A and/or 1B at the Collection Centre 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 making timely 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, for all the operations, **not less than the minimum rates recommended** by the **Advisory Committee** and approved by the Govt.

The payment of labour charges shall be made to the labourers on the same day on which the Leaf are received by the Khalledar or any representative of the Purchaser from them.

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

- (a) **Name and No. of Unit.**
- (b) **Sl.No. and name of the khalla.**
- (c) **Sl.No. of bag.**
- (d) **No. of bundles contained in bag.**
- (e) **Year of collection.**
- (f) **Monogram.**

(n) The transport of Abnus Leaf 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.

(43) Checking of the Abnus Leaf:

(a) The stock of Abnus Leaf under the custody of the Purchaser at any Collection Centre or at any depot or in transit or in Godown 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 Leaf.

(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.

(44) Of Godowns:

(a) The Abnus Leaf shall be **kept in the Godown approved by the Forest Divisional Officer / District 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 transported from other state should not be kept in a Godown, where leaf of Beedi Leaf Units from Telangana state is 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 Forest Divisional Officer / District Forest Officer concerned.

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

(d) The Abnus Leaf stocks shall be kept under the custody, watch and ward, supervision and at the risk of the Purchaser, but under the control of the Forest Divisional Officer / District Forest Officer concerned and on the condition that any officer, not below the rank of **Forest Section Officer**, 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 Leaf 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 latest **by 30th June 2018**. The Forest Divisional Officer / District Forest Officer concerned 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 **Forest Section Officer** 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 of 5 (five) feet of 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.

(45) Accounts:

The Purchaser shall maintain such accounts in such forms and furnish to the Forest Divisional Officer / District Forest Officer concerned, such periodical returns on such dates as may be specified in Agreement or prescribed from time to time by the Forest Divisional Officer / District Forest Officer concerned.

(46) Payment of sale amount, reimbursement of collection charges and delivery of abnus Leaf 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) 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 Leaf collection including collection from growers recorded in form 1A and/or 1B at the various Collection Centres 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 Instalment - 1st November 2018

2nd Instalment - 1st December 2018

3rd Instalment - 1st January 2019

Payment will be **made through Net banking only**, i.e., NEFT or RTGS, in the following Account of the Telangana State Forest Development Corporation:

Name of the Bank	State Bank of India
Address of the Bank	Shantinagar, Hyderabad
Account Number	62424626435
IFSC of the Bank	SBIN0020070

Payments shall not be accepted in the form of Demand Drafts or Cheques. On payment of each Instalment, 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 Leaf are also released on submission of bank guarantee from a scheduled bank on the following conditions:

(i) The Forest Divisional Officer / District Forest Officer concerned will obtain confirmation for the guarantee from the Accounts Officer of the TSFDC or any other Officer authorized in this regard by the VC & MD of the TSFDC/ 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, 2019, and the entire quantity of Beedi Leaf 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 Instalment with validity up to 31st of March 2019 and proportionate quantity of Abnus Leaf will be released. In case the Purchaser pays the instalment 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 the 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 Forest Divisional Officer / District Forest Officer concerned 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 Forest Divisional Officer / District 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 instalment, 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. No further extension of time will be granted for the payment of collection charges along with sale amount by any authority beyond the time limit provided under clauses 9 (c) and 9 (f) of the agreement.**

(g) In the absence of a written request from the Purchaser for grant of time as contemplated in clause 37(f), the Forest Divisional Officer / District Forest Officer

concerned 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 Forest Divisional Officer / District 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 resale of the Abnus Leaf.

Rs.5,000/-(Rupees five thousand only) irrespective of Sale amount of the Unit.

(i) Recovery of Collection Charges:

The Purchaser shall reimburse the collection charges to the Department/ Corporation as per the Beedi Leaf collection recorded in form 1A and/or 1B at the various Collection Centres 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.

(47) Rebate on Full Payment of Sale Price:

If the purchaser makes full payment of the sale price of the lot along with all due taxes upto the due date of 1st installment, a rebate of 2% of sale price shall be given. If the purchaser wants to avail this facility, he shall pay 98% amount of the sale price along with all due taxes on the sale price (100%)

(48) 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 Centre 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 Leaf during storage in Godown. No claim in this regards whatsoever shall be entertained.

**Prl. 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 Telangana State Forest Development Corporation Ltd., Hyderabad (here/in/after called the Corporation) represented by the Forest Divisional Officer / District Forest Officer concerned _____ District / 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 thereto 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, 2019 we shall be discharged from all liability under this guarantee thereof. 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, 2019.

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.

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

ANNEXURE – III

BANK GUARANTEE BOND TOWARDS SECURITY DEPOSIT FOR SALE

AMOUNT.*

In consideration of the Telangana State Forest Development Corporation Ltd., Hyderabad (here/in/after called the Corporation) represented by the Forest Divisional Officer / District Forest Officer concerned _____ District / 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 thereto 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, 2019 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, 2019.

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.

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

