11. TelanganaForest Contract (Disposal of Forest Produce) Rules, 1977

The Andhra PradeshForest Contract (Disposal of Forest Produce) Rules, 1977 issued in Vide *G.O.Ms. No. 149, Forest & Rural Development (For.III) Dept, Dt 16th February 1978 published in A.P. Gazette RS. To Pt. 1, dated 20-7-78* has been adopted in the State of Telangana vide Notification issued in G.O. Ms.No.22, EFS&T (For.I) Department, dated 13.05.2015.

In exercise of the powers conferred by Sections 29 and 68 of Andhra PradeshForest Act, 1967 (Act 1 to 1967) and in supersession of all the rules and notifications on thesubject issued under the provisions of the Acts repealed under Section 72 of the said Act, the Governor of Andhra Pradesh hereby makes the following rules to govern the disposal of forest produce.

PART-I

General

1. Short title, commencement and applicability: - (i) These rules shall be called the TelanganaForest Contract (Disposal of Forest Produce) Rules, 1977.

(ii) These rules shall apply to all sales of forest produce conducted by the Forest Department unless otherwise provided for by special rules for specific produce.

2.Definitions:- (1) In these rules, unless the context otherwise requires:-

(a)"bid" means an offer made in an auction by an eligible participant and also includes an offer made through a sealed tender, in case the sale is proposed by invitation of sealed tenders, and knocking down of a bid includes acceptance of tender.

(b)"***Solvency Certificate***" means the pecuniary capabilities of a person certified in a prescribed form by a Tahsildar or a Deputy Tahsildar in independent charge in whose jurisdiction the person may have the immovable property. In case the property is located outside the State of Telangana, the certificate shall be countersigned by the Collector of the District concerned, (thesolvency certificate shall be hypothecated in favour of concerned Divisional Forest Officer). The solvency certificate could also be in the form of a bank guarantee issued by a nationalised bank and valid for a period of at least six months beyond the period of contract.

(c)"*Cash Solvency*" means such money as may be deposited by an intending

bidder in lieu of solvency certificate;

(d) "*Coupe*" Means a unit of sale with such description as may be specified in the sale notice from where the forest produce under sale is to be extracted and is synonymous with the items "Unit" " Sale Unit" or "Group";

(e) "*Forestcontract*" means a contract whereby Government agrees to sell and the purchaser agrees to buy forest produce (subject to the sale notice conditions);

(f) "*Contract area*" means the area covered by a forest contract;

(g) "*forest contractor*" means a person in whose favour a contract of sale of forest produce or right to extract forest produce is effected;

(h) "*form*" means a form specified in the schedule to these rules;

(i) "*Sale"* means the sale by open auction or sealed tenders or by negotiation or a combination of these as the case may be;

(i) "*Sale amount*" means amount bid for and confirmed with respect to the contract;

(k) "Sale *Conducting Officer*" means the officer conducting the sale.

(2) Other words and expressions not defined herein, or in section 2 of the Telangana Forest Act, 1967 shall carry the same meaning in so far as the context admits, as the Indian Contract Act, 1872 and the Sale of Goods Act, 1930 may have assigned

PART-II

Matters relating to the conduct of sales

3.Sales to be conducted by Forest Officers:- (i) Notice of sale of forest produce shall be issued by a Forest Officer not below the rank of a Divisional Forest Officer . The officer who issues notice of sale shall hereafter be called sale notice issuing authority.

(ii) The sale of forest produce shall be conducted by the sale notice issuing authority or by any other Forest Officer authorized by him. The officer who conducts the sale shall hereafter be called the sale conducting officer.

(iii) The sale of forest produce shall be by open auction or by sealed tenders or a combination of both the methods as the sale notice issuing authority may direct:

Provided that the Government or any officer authorized by the Government may conduct any sale by negotiation [1][in special circumstances and for special reasons to be recorded in writing].

4. Publicity for sales:-[2][(i) For all sales of forest produce, except sale by negotiation, wide publicity shall be given by issuing sale notice well in advance to the proposed date of sale.]

(ii) The sale notice may specify conditions applicable to the sale including method of working the forest contract and such other details as may be necessary. These conditions may be varied if so required but all such variations shall be announced before the commencement of sale. In all these matters the decision of the sale notice issuing authority shall be final and binding.

5. Inspection of units of sale by the bidders before sale:- The details with respect to the units specified in the sale notice shall be deemed to be correct but accuracy thereof shall not be guaranteed. It shall therefore be the responsibility of all intending bidders to inspect the sale units on the spot with a view to satisfying themselves about the quality and quantity of the forest produce available for sale and the area and no claim shall lie against the Government for compensation or any other relief if the details of quantity are subsequently found to be different.

6.Person disqualified from participation in sales:-The following categories of persons are not eligible for participation in the sales:-

a) black listed persons or defaulters who have to pay due to the Forest Department on the date of sale or a member of joint family of any such defaulter.

Explanation:- A defaulting person even if he obtains stay orders against recovery of dues shall be continued to be treated as a defaulter for the purpose of participating in the sales and shall not be allowed to participate in the sale unless there is a specific direction in the stay orders that he should not be refused to participate in the sale. If a person is granted extension of time for payment of the due instalment, he will not be treated as a defaulter during the period of such extension.

(b) Persons who are convicted in a court of law for offences involving moral turpitude; and

(c) minors.

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1.Added by G.O.Ms.No.192, F&RD (For-III), dt: 27-4-1982, pub.in A.P. Gazette RS to Pt. I, dt: 1-7-1982

2.Subs. for sub-rule(i) by G.O.Ms.No.192, F& RD (For-III), dt: 27-1-1982, pub, in A.P.Gazette, RS to Pt.I, dt: 1-7-1982.

If the ineligibility of any bidder comes to the knowledge of the sale conducting officer he may refuse to consider the bid from such a bidder and forfeit the Earnest Money Deposit paid by him. If such ineligibility is revealed after a contract has been concluded with such a bidder it shall be competent for the Divisional Forest Officer to cancel the contract and cause resale at the risk and loss of the bidder.

7.Earnest Money Deposit Solvency Certificate Cash solvency:- (i) All intending bidders shall pay a sum to be specified by the Sale Conducting Officer in respect of each unit in the sale of which he proposes to participate as Earnest Money Deposit failing which the Sale Conducting Officer shall refuse to take bids of such bidders into consideration.

Explanation:- The officer shall make local arrangements for receipt of Earnest Money deposits and issue of money receipts thereof.

(ii) Every intending bidder shall deposit cash solvency and or produce a valid solvency certificate duly hypothecated in favour of concerned Divisional Forest Officer in Form-I; or produce a bank guarantee in Form-I-A. Such solvency certificate shall not be valid if it is older than six months (by virtue of the date of issue) as on the date of sale.

The amount of solvency shall be at least upto one-third of the proposed bid and such cash solvency or solvency certificate or bank guarantee shall be returned on conclusion of the sale if the bid is not knocked down:

Provided that the sale conducting officer may refuse to consider the bid if the solvency certificate or bank guarantee is not produced or cash solvency not paid.

(iii) The solvency certificate or bank guarantee or cash solvency, as the case may be, shall be retained by the Divisional Forest Officer till the contract expires or total dues to the Government are discharged whichever is, later:

Provided that it shall be open to the Divisional ForestOfficer to adjust the cash solvency or invoke the bank guarantee towards any dues to Government on account of the relevant contract or any other contract:

Provided further that it shall also be open to the Divisional Forest officer to return the cash solvency on production of the solvency certificate or on payment of full sale amount and other amount payable.

(iv) No Person shall sell or otherwise dispose of any property based on which the solvency is determined till the solvency certificate is returned by the Divisional Forest Officer. Every contractor shall give an undertaking to this effect before execution of agreement.

(v) A registered co-operative society intending to participate in a sale shall produce a certificate in form-II in lieu of the solvency certificate specified in sub-rule(ii).

8.Extent of bids and authorization for bidding :- (i) Every bidder is permitted to bid upto three times the monetary value of his solvency certificate or cash solvency certificate and cash solvency put together as the case may be.

(ii) No one will be allowed to bid on behalf of another person or a firm without Power of Attorney duly executed on stamp paper of the required value and duly adjudicated by an officer authorized for this purpose under the provision of Indian Stamp (Andhra PradeshExtension and amendment) Act, 1959 (adopted) and unless such Power of Attorney is accepted by the Sale Conducting Officer.

(iii) The act of bidding shall be deemed to be a complete and unreserved acceptance of the rules and conditions of sale.

9.General Powers of Sale Conducting Officer:- The Sale conducting Officer may, without assigning any reasons—

a) Prohibit any one from bidding at any stage of the auction;

b) reject the highest or any bid;

c) accept highest or any bid;

d) withdraw any of the units from sale;

e) sell the unit separately or join together more than one unit or sell them after so rearranging as he may consider necessary;

f) announce any new condition or conditions at the commencement of auction;

g) fix a minimum amount at which the bids may start;

h) fix the method of bidding in open auction namely whether the bids be per hectare or lumpsum for the units (i.e,. where the forest produce is sold as is available within a measured area); and

i) fix a minimum amount of each advance over the previous bid or alter the amount so fixed, from time to time during the course of bidding in the open auction.

10.Conduct of Sale:- (i) A record of bids to be hereinafter called 'sale list' shall be made in Form-III by the Sale Conducting Officer. The bids offered in respect of a sale unit shall be recorded in Form-III to be called, sale list by the sale conducting officer.

(ii) Once a bid is knocked down, the sale list shall be signed by the highest bidder, in whose name it is knocked down and witnesses who may include the second highest bidder at the appropriate places and the highest bidder shall give a certificate on the sale notice which will be attached to the sale list, to the effect that he has read and understood the terms and conditions of the sale notice and supplementary conditions if any and that he agrees to abide by them.

Explanation:- Knocking down of any bid is not acceptance and confirmation within the meaning of Rule14.

(iii) The highest bidder shall also give his specific postal address over his signature in the sale list and it shall be his responsibility to receive all communication sent on such address.

11.Refund or adjustment of Earnest Money Deposit:- Earnest Money deposits of all the participants except those of the successful bidder shall be returned to the depositors on the conclusion of the sale.

12. Payment of amount after knocking down and consequences of default:- (i) Where the sale amount is Rs.1,000 or less, the full sale amount less the earnest Money Deposit already paid shall be paid by the successful bidder immediately after the bid is knocked down in his favour of the open suction sale.

(ii) When the bid knocked down exceeds Rs.1,000 the amount payable immediately on the sale being knocked down shall be 1/4th of the bid or Rs.10,000 whichever is less, less the Earnest Money Deposit:

Provided, however, that a sum of Rs. 1,000 shall be immediately paid if the bid amount is less than Rs.4,000.

iii) If sub-rules (i) and (ii) are not complied with, the Earnest Money Deposit paid may be forfeited and the sale cancelled and in that event the successful bidder shall have no right whatsoever on the sale unit and such unit may be resold. If the amount obtained in the resale is less than the original sale amount, the original successful bidder shall be liable to pay the difference. If, however, the resale amount be higher he shallnot be entitled to any benefit from such resale.

(iv) The Divisional Forest Officer may revoke the orders of forfeiture of the amounts, cancellation of the sale and the resale, if the defaulter applies subsequently, but before resale, and after payment of the amount as required under the sub-rule (i) or (ii) as the case may be and a penalty amount equal to 5% of the amount payable under sub-rule (i) or (ii) as the case may be.

(v) The amount paid including the Earnest Money Deposit shall be returned if the sale is not confirmed and such amount shall not bear any interest.

13. Bar against revocation of bid:- the bid once given is final and cannot be revoked and highest bidder shall be bound to accept the contract if the orders confirming the bid are communicated by the competent authority under rule 14(I) within a period of thirty days from the date of sale. The date of communication for this purpose shall be the date of dispatch of confirmation orders by the competent authority:

Provided that if the bid is revoked within the period of thirty days the Earnest

Money Deposit and other amounts paid, if any, shall be forfeited to the Government

and the unit is liable to be resold at the risk and loss of the highest bidder.

PART-III

Confirmation of the bid and securing compliance with the terms of the contract

14. Confirmation of the bid : - i)Anybid made in the sale is subject to confirmation by the competent authority in token of acceptance of the bid and the fact of such confirmation shall be communicated in

Form-IV to the party by the Divisional Forest Officer or by the Range Officer as the case may be acting for an on behalf of Governor of Telangana.

(ii) Such confirmation orders may be issued on the stamp paper if necessary and the value of the stamp paper shall be recovered from the forest contractor.

(iii) The authorities competent to confirm bids and the monetary limits within which they could confirm shall be as specified by Government from time to time.

(iv) The confirming authority may reject any bids without assigning any reasons.

(v) Even if any bid is within the competence of the authorities specified either for confirmation or rejection it shall be incumbent on the concerned authority either to refer to a higher authority seeking confirmation, rejection or advice as administrative instructions may specify in that behalf for a specific case or class of cases or to act in conformity with such instructions as may be in force.

The competent authority shall confirm or reject the bid within thirty days from the date of sale and once it is confirmed, a concluded contract is deemed to have been effected between the Governor of Telanganaand the bidder whose bid is confirmed in token of acceptance:

Provided that the bid may be revoked by specific notice to the competent authority if it is not confirmed within the period of thirty days.

Explanation: - For the purpose of this sub-rule the date of sending the orders of confirmation through normal channel shall be deemed to be the date of communication of the confirmation order.

15.Division of sale amount into instalments and their payment :- (1) The Divisional Forest Officer may divide the sale amount into suitable number of instalments as may have been specified in the sale notice and indicate the due dates before which such instalments are to be paid and communicate alongwith the confirmation orders.

(2) In the case of timber and firewood coupes which may have been divided into several strips to watch and control the working against payment of instalment amounts and due dates shall be specified alongwith the strip number to which they relate.

16. Payment of amount after confirmation: - The bidder shall pay within twenty days of despatch of confirmation orders to him.

(a) the instalment as may be fixed in the confirmation orders ;

(b) security deposit as 6¼% of the sale amount in such form as may be specified by the Divisional Forest Officer; and

(c) such other amounts as may be payable under conditions of sale or any other statutory provisions.

17. Grant of time, resale in case of default, revocation or cancellation orders etc:-(1) the Divisional Forest Officer may at his discretion grant suitable extension of time to secure compliance with the formalities referred to in Rule 16.

(ii) The Divisional Forest Officer may cancel the contract and forfeit all the amounts paid in the event of failure on the part of the Forest Contractor to comply with the formalities referred to in Rule 16 following confirmation within the time specified for the purpose of during the extended period of time granted and sell such unit against at the risk and loss of the defaulting forest contractor;

(iii) The Divisional Forest Officer may revoke the cancellation orders , if the Forest contractor fulfills the formalities subsequent to cancellation but before resale or before confirmation of any bid in such a resale or payment of penal amount equal to 5% of the bid amount.

(iv) When a unit is resold under provision of sub-rule (i) whatever bid is offered may be confirmed irrespective of the original sale value of the unit put for resale.

CASE LAW

Orissa Forest Contract Rules – As the contractor could not remove the forest produce within stipulated time, the removal was done within the extended time also. Second extension was given initially

but was ultimately cancelled. The contention that the Contractor sustained loss as he was not allowed to fell the trees during the extended period is not correct, and suit for alleged loss is not maintainable. *Collector, Kalhandi& others vs Pawan Kumar Gupta* , AIR 2002 Orissa 1.

18. Procedure for handing over and taking over of possession of the coupe:-On completion of formalities by the Forest Contractor following confirmation the Divisional Forest Officer shall issue possession orders in

19. Lease Period:- (i) The contract will be considered effective from the date of commencement of contract period or lease period as may have been specified in the sale notice or the date of issue of possession order whichever is later and the Forest Contractor shall be at liberty to enter, take possession and work the unit from that date after tendering to the Range Officer and the Forest Section Officer concerned, the possession certificate in

Provided that the forest contractor shall be deemed to have taken the possession of the unit in a satisfactory condition in any case after ten days of issue of the possession order if, in the meanwhile, no possession certificate in

(ii) On expiry of the period of contract or on its termination under the rules, the forest contractor shall hand over the area to the Range Officer or an officer authorised by him not below the rank of Forester within fifteen days of the expiry of the period of contract or the date of termination as the case may be and obtain receipt in

Form-VII thereof:

Provided that if delivery is not made over within the stipulated period of the Range Officer or an officer authorised by him not below the rank of Forester shall be at liberty to take delivery and make an inventory or irregularities, condition of the coupe and the like in the presence of at least two witnesses and the observation made in such an inventory shall not be questioned by the Forest contractor and he shall abide by the factual observation made thereon:

Provided further the forest contractor is at liberty to deliver the coupe back even before the expiry of the period of contract if he has completed his work in terms of the contract.

PART-IV

Matters relating to compliance with terms of the contract

20. Work to be done by the forest contractor himself or by his authorised agent:-(i) The forest contractor may work the unit and discharge his obligations under the contract either by himself or through agents after assigning proper Power of Attorney acceptable to the Divisional Forest Officer:

Provided that the Divisional Forest officer may reject any person or persons to work on behalf of the contractor without assigning any reasons thereof:

Provided further the Divisional Forest Officer may cancel the agent-ship of any person during the lease period if he considers it necessary in the public interest.

(ii) The forest contractor shall not employ, for any purpose connected with the contract, any person who has been removed from the forest department.

(iii) If so required by the Divisional Forest Officer, the forest contractor shall provide his servants and agents with a signed badge, warrant or other device approved by the Divisional Forest Officer whereby they may be readily identified. Failure to wear or possess such a device in the contract area shall render a servant to agent to be treated as a tresspasser.

21. Time to be essence of the contract :- Where, by the terms of the contract, it is agreed that the extraction of the forest produce purchased under the contract may be carried out during a specified period, time shall be deemed to be the essence of the contract, and upon completion of the specified period, the forest contractor's rights under the contract shall abate and any forest produce not removed outside the boundaries of the contract area shall become the absolute property of the Government:

Provided that the Divisional Forest Officer or any officer superior to him or the Government may, on the request of the forest contractor grant time forfulfilment of the terms of the contract after levy of such amounts of premium as may be specified by Government from time to time:

Provided further that if for no fault of his the contractor fails to exploit the unit fully within the given time, and the time cannot be extended, he may be given appropriate rebate in the lease amount:

Provided also that no such time shall be granted in respect of bamboos and seasonal produce like minor forest produce.

22. Powers of Forest Officer to stop extraction of forest produce:-Where the consideration payable to Government under the contract is payable in instalments and the Divisional Forest Officer at any time before the last instalment is paid, considers that the value of the forest produce removed by the contractor exceeds the amount of the instalment already paid, the Divisional Forest Officer may stop further removal until the contractor has paid further sums as may, in his opinion, be sufficient to cover such excess:

Provided that is shall be lawful for the Divisional Forest Officer to cause seizure either within the coupe or outside of such forest produce removed from the coupe and not paid for till such payment is made within the period.

Explanation :- For the purpose of this rule the value of the forest produce removed shall be calculated on the basis of the consideration payable to the Government and not on the price which the forest contractor may be obtaining in the market.

23. Duties and responsibilities of the Forest Contractor:- (i) The forest contractor shall not remove any forest produce from the contract area in contravention of TelanganaForest Act, 1967 or the rules made thereunder

(ii) The contractor shall assist the Forest Officers in preventing commission of offences and detection of offences, and in putting out forest fires near his lease area.

24. Rights of private persons to be respected:- The forest contractor shall respect all rights lawfully vested in private persons relating to access to the forest and appropriation of Forest Produce.

25. Maintenance of accounts and use and return of permits :- (i) The forest contractor shall keep accounts of the quantities of various kinds of forest produce removed by him from the contract area in such form as the Divisional Forest Officer may specify and render such accounts of each month by the tenth day of the succeeding month:

Provided that it shall be open to the Divisional Forest Officer or an officer authorised by him to demand, inspect such accounts as are being maintained at any time even if the date for rendering such accounts has not fallen due.

(ii)(a) The Permits that are delivered to the forest contractor for use under the relevant rules with respect to the contract shall be used by him for that forest produce only which is covered by the contract.

(b) The used counterfoils of the permits and unused permits shall be returned to the Divisional Forest Officer on expiry of the contract. The counterfoils of each permit book shall be returned as soon as the book is completely used.

26. Transfer of the contract to a third party with the approval of the Divisional Forest Officer :- The forest contractor cannot transfer his contract by sale or otherwise to any other party, unless approved by the Divisional Forest Officer under such terms as he may impose on the basis of administrative policy of the Government, from time to time.

27. Termination of contract on occurrence of famine and compensation, thereof:- In the event of the Government ordering that it is necessary to open any contract area for free collection of forest produce or portion thereof, the contract in respect of such area shall be terminated from the date of the orders passed by the Government. The forest contractor shall be entitled to compensation for any actual loss caused to him by such termination and such compensation shall be as determined by the Chief Conservator of Forests. The proportion, which the produce left behind in the coupe on the date of the contract shall be calculated in the first instance and the compensation computed on the basis of that proportion.

28. Government indemnified against natural calamities and acts third parties:- The forest contractor shall not be entitled to any compensation whatsoever for any loss that may be sustained by reason of fire, tempest, disease, pest, flood, drought or other natural calamity or by reason of any wrongful act

committed by any third party or by reason of unsoundness or breakage or loss of utility of any forest produce purchased under the contract.

29. Remittance of amount and grace period of remittance:- (i) In the course of the contract all amounts payable by the forest contractor may be remitted in the treasury or bank and no cash payment shall be done to Divisional Forest Officer or his staff.

(ii) A grace period of one month may be allowed by the Divisional Forest Officer at his discretion from the due date of payment of instalments, subject to payment of such interest as may be specified by Government for such delayed payments:

Provided that if the delay is by fifteen days or less, interest will be charged for half the month and if it is more than fifteen days but less than thirty days for the whole month:

Provided further that no forest produce shall be removed outside the leased area until the amount due is paid alongwith interest thereof.

30. Refund of or adjustment towards dues of the Security Deposit:-The Security Deposit shall be refunded to the forest contractor on expiry of the contract:

Provided that the Divisional Forest Officer may appropriate such sum as is necessary to discharge the dues to the Government (a) relating to the contract or (b) on any account in which the forest contractor has a liability to pay to the forest department.

31. Action of breach of contract :- (i) for breach of any of the provisions of the Telangana Forest Act, 1967 or the rules made thereunder or conditions of sale, either by the forest contractor himself, his agent or servant, the Divisional Forest Officer shall call for the explanation of the forest contractor or his authorised agent and after taking the explanation, if any tendered within the time specified, into consideration, the Divisional Forest Officer, may:-

(1)(a) terminate the contract and simultaneously forfeit (in favour of the Government) all the sums paid as sale amount or otherwise and in addition levy compensation for the damage caused by breach: or

(b)forfeit the security deposit in full or part and allow continuance of the contract, provided the security deposit is reimbursed to the full extent; or

(c) forfeit the security deposit and also levy compensation for the damage caused by such breach and allow continuance of the contract, provided the security deposit is reimbursed to the full extent and compensation paid.

(2) The Divisional Forest Officer is competent to suspend the working of any unit by the forest contractor when the breach specified in this sub-rule comes to his notice, pending investigation and decision but such suspension shall not normally exceed one month. The contractor will not be entitled to compensation either by way of extension in lease period or of any other nature for such period of suspension in work.

(ii) On termination of the contract, the instalments amounts not due on the date of termination shall also become due and recoverable with immediate effect.

(iii) On termination of the contract under the sub-rule (i) or lapse of a contract on expiry of the period of contract the Divisional Forest Officer shall take action in accordance with the provisions of section 70 of the TelanganaForest Act 1967, to recover the amounts, duly ascertained and payable by the forest contractor.

(iv) For the purpose of this rule, the Divisional Forest Officer shall be the competent authority to determine the person causing the damage and the value of the damage caused.

Explanation :- For the purpose of the sub-rule (i) the damage means the actual loss caused to the Government and also reasonable amount which compensates the Government in so far as money can do, for the loss of time and inconvenience resulting from such breach.

32. Amounts payable to be recovered as arrear of land Revenue:- All amounts payable by the forest contractor on account of the contract including the damages and penal interest, if any, due to the Government, if not paid, shall be recovered as an arrears of land revenue either after the contract is terminated or after the period of contract expires.

33. Appeals:- (i) On every order passed by the Divisional Forest Officer with respect to any forest contract, the aggrieved may prefer an appeal to the concerned Conservator of Forests within thirty days from the date of receipt of such order:

Provided that no appeal lies if the order of the Divisional Forest Officer is for suspending the work or does not involve an amount exceeding rupees five hundred as penalty.

(ii) The orders of the Conservator of Forests, on such appeal, which may be passed on such enquiry and scrutiny of records as in his opinion are adequate, shall be final.

(iii) The Conservator of Forests may condone delays in preferring the appeals if he is satisfied with the grounds for the delay.

THE SCHEDULE

[See Rule 2 (i)(h)]

FORM-I

(See rule 7 (2) of Telangana contract (Disposal of Forest Produce) Rules, 1977)

Solvency Certificate

Certified that I have examined the solvency of the applicant Sri .... Son of /wife of .....resident.....Village..... Taluk with reference to the immovable properties standing in his /her own name and possession and enjoyment over which he/she has independent saleable right and I have satisfied myself that the applicant is solvent for Rs.....(in words) .....after taking into consideration his liabilities on this day and they are free from encumbrances.

Date:

Signature of Tahsildar or

Deputy Tahsildar Independent Charge.

Details of immovable property owned by the applicant in his/her name;

1.District
2.Taluk
3.Village
4.Survey No. or House No.
5.Area
6.Wet or dry
7.Land revenue assessment
8.In the case of house, ward no. and name of village panchayat or municipality and also house tax.
9.In whose name the property stands according to revenue account of panchayat or municipal accounts.
10.What are the total liabilities of the applicant on this day.

Signature of Village Officer.

Counter signed:

Revenue Inspector:

Countersigned:

Tahsildar:

FORM-I-A

[*See rule 7 (ii) of the T.S, contract (Disposal of Forest Produce) Rules, 1977)*

Agents Bank Guarantee Bond

(to be issued by approved scheduled banks)

In consideration of the Governor of Telangana (hereinafter called "the Government") having agreed to sell to (hereinafter called "the said contractor(s)") the right to collect forest produce, under the terms and conditions of sale and agreement made between and for the due fulfilment by the said contractor(s) of the terms and conditions of sale and agreement on production of a bank guarantee in lieu of solvency certificate for Rs..... Rupees .....only.We ..... Bank (hereinafter referred to as "the Bank" do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss or damage caused to or suffered or/would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement of the relevant contract or any other due relating to any other contract.

2.We, ...Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reasons of any breach by the said contractor(s) or any of the terms or conditions contained in the agreement or by reason of the contractor's failure to perform the said contract or pay dues in respect of other contracts. 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.....

3. We, ... 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 for a further period of six months beyond this period and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said guarantee have been fully paid and its claims satisfied discharge or till the D.F.O of ..... (Division) certified that the terms and conditions of the agreement have been fully and

properly carried out by the said contractor's) and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall be discharged from all liabilities under this guarantee thereafter.

4. We, ... Bank, further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend the time of performance by the contractor(s) from time to time, or postpone for any time or from time to time, any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government to the said contractor(s) or by any such matters or things whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.

5. We, ... Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing .....dated of the ..... day.....20..... For..... /Bank Ltd.

FORM-II

[*See rule 7 (ii) of Telangana Forest contract (Disposal of Forest Produce) Rules 1977]*

1. It is certified that .....(name of the Society) being registration no. ..... and required under the provisions of Andhra Pradesh Co-operative Societies Act, 1964 (adopted) comprises members who are exclusively Harijans or/and also belong to Scheduled Castes or/and also Scheduled Tribes or / and Backward Classes.

It is also certified that the members of the society are labourers by profession working in forest coupes or relating the works of forest coupes, thus depending on forests for livelihood.

(i)It is also certified that I have examined the solvency of the ..... society (name of the society with reference to the immovable property standing in its name and possession and enjoyment over which it has independent saleable right and /or the share capital of the society and I have satisfied myself that the society is solvent for Rs..... (in words) ..... after taking into consideration its liabilities this day and the assets listed are free from encumbrances.

(ii)In the event of the society being required to make payment of any dues to the Government arising out of any dealings on the strength of any certificates in (i) and also in the event of the society not fulfilling its obligation to pay the dues as required. I undertake to appropriate the assets of the society towards such dues, as first charge.

Signature of Deputy Registrar of Co-operative Societies
Assistant Director of Industries: Name and designation:

Official Seal:

(i) Name and signature of the President of the Society (ii) Name and signature of the Secretary of the Society.

Attested:
Signature of the Deputy Registrar of Co-Operative Societies/Assistant Director of Industries.

FORM – III

[*See Rules 10 and 15 of Telangana Forest Contract (Disposal of Forest Produce) Rules, 1977]*

Sale List

List showing the bids made with respect to each auction sale

(1) Situation of the coupe-Unit of sale

(a)Coupe No. and series:

(b)Name of the Forest Block :

(c) Range:

(2)Period of the contract:

(3)Date of auction:

(4)Name and designation of Sale Conducting Officer:

Name of the bidder	Amount of each bid	Signature of the highest and second highest bidders
1	2	3

Amount of the highest bid and signature of the Highest bidder.

Signature of the Range Officer witnessing the signature of the highest bidder. Knocked down the sale in the name of the highest bidder Sri ..... S/o ..... R/o..... taluk ..... for Rs. ..... (in words) ..... only.

Signature of the Sale Conducting Officer.

I, hereby certify that the sale was conducted by me in person in the presence of the witnesses whose signatures are affixed hereunder.

1.

2.

Signature of the Sale Conducting Officer.

Certified that I have obtained the solvency certificates of all the bidders participating in the sale, scrutinised the same and found them to be valid.

Signature of the Range Officer.

Confirmed the sale for Rs. ..... (in words) ..... only in the name of the highest bidder Sri ..... S/o ..... R/o .....

Range Officer:
Divisional Forest Officer
Conservator of Forests.

Place:
Dated:

FORM –IV

[See Rules 15 to 18 of Telangana Forest Contract
(Disposal of Forest Produce) Rules, 1977]

Ref.No. Office of Divisional Forest Officer
..... Division.

Sub:- Forest Contracts- Sale of ..... Range .....
confirmation orders – Reg.

The sale of right to..... as per this office sale notice no .....
dated..... in coupe No. ..... Series .....of .....
Range, is confirmed by the competent authority in the name of the highest bidder Sri ..... S/o ..... for Rs..... with contract period from ..... to ..... The Highest Bidder has paid sum of Rs..... (in words)..... at the time of sale in the Office of the ..... The balance sale amount is payable as follows:

(1) 1st instalment (excluding the sale amount already paid) of Rs.....within 10 (Ten) days of receipt of this order (corresponding to 1st strip)

(2) 2nd instalment of Rs..... on or before (corresponding to 2nd strip);

(3) 3rd instalment of Rs..... on or before (corresponding to 3rd strip)

(4) 4th instalment of Rs..... on or before (corresponding to 4th strip)

2. In addition to the above, the highest bidder shall also pay the security deposit at the rate 6 ¼% of the sale amount i.e., Rs..... ..... and Rs. ..... being the value of stamp fee initially defrayed from this office within 10 (Ten) days of receipt of this confirmation order.

3. On completion of the above formalities possession orders will be issued.

4. The forest contractor is informed that failure to pay the above amounts including the security deposit, within the time specified above may result in action being taken according to conditions of sale including forfeiture of all amounts paid and resale of the contract at his risk and loss and the loss, if any, being recoverable, from him as arrears of land revenue

Name:
Divisional Forest Officer,
..... Division.

Regd. Post with Ack. Due
To

Acting for and on behalf Sri
of the Government of Forest
Telangana.

Contractor

Resident of

Copy to the Range Officer for necessary action

N.B.: 1. Entries not applicable may be deleted. 2. Fresh entries if necessary may be added.

FORM-V

[*See Rule 19 of the Telangana Forest Contract (Disposal of Forest Produce) Rules, 1977*]

Ref.No. Office of the Divisional Forest Officer,
..... Division.

Sub:- Forests contracts –Sale of ..... possession orders –Reg. Ref:- Confirmation orders issued in this office Ref.No..... dated:

1. Sri ..... S/o ..... R/o .....Taluk .....has been sold the right ..... of coupe ..... of this Division for a sale amount of Rs..... with contract period from .....to ..... vide confirmation orders issued in the reference cited.

2.He has paid the following amounts towards sale amount.

(a)
(b)
(c)
(d)

3.He has paid the security deposit as follows: (a)
(b)
(c)
(d)

4.He has paid the stamp duty as follows;

(a)
(b)
(c)
(d)

5.The total sale amount less than the already paid is payable in the following instalments on or before the dates given thereof.

Instalment	Amount	Date
1	2	3

1.2nd instalment (corresponding to strip .....) 2.3rd instalment (corresponding to strip .....) 3.

4.

5. Since he has completed, all the formalities precedent to the issue of the possession orders, he is allowed to take possession of the coupe from the Range Officer .....or his deputy and carry out the work of the coupe starting from strip..... in terms of sale notice issued in this office Ref. No. ..... dated .....andTelangana Forest Contract (Disposal of Forest Produce) Rules, 1977. He shall deliver the possession certificate to the Range Officer or his deputy in the prescribed form on taking possession. He is also informed that he is also at liberty to enter the coupe and take possession of the coupe after tendering the prescribed possession certificate to the Range officer and in any case will be deemed to have taken possession of the coupe in a satisfactory condition if no possession certificate is tendered within 10 (Ten) days of the issue of this possession orders.

6. He will submit to the Divisional Forest Officer through Ranger on the 10th of each month on account of forest produce removed under the contract in the proforma enclosed.

7. The following persons nominated by him to act as his agents are approved to work as his agents in terms of the Power of Attorney granted by him and filed in this office.

1.
2.

8. The required transit permits etc., may be obtained from the Range Officer in addition to such assistance as needed in terms of the sale.

9. The following pass hammer is allotted to remove the timber etc, in terms of Telangana Forest Produce Transit Rules, 1970.

10. Further points, if any, in terms of sale.

Name of the contractor

Period of contract

Description of produce sold

Return for the month of .....19.....

Sl.No.	Quantity extracted added during the previous month	Quantity Total Quantity during the month	Quantity removed	Balance at the end of during the month	the month
1	2	3	4	5	6

Regd. Post with Ack. Due

To

Sri.

Divisional Forest Officer
Division.

Forest Contractor, R/o ..... Copy to the Range Officer .....with the following instructions.

1.
2.

Note:- 1. Matter not needed may be deleted.
3.Extra matter to be inserted may be added.

FORM –VI

[*See rule 19 of Telangana Forest Contract (Disposal of Forest Produce) rules, 1977]*

Possession Certificate

I, ... S/o ..... R/o .....village in ..... taluk forest contract of coupe ..... for the year .....hereby affirm that i have this day .....of.....taken charge of coupe No. ( ) area .....of .....Range which I have purchased. The Range Officer/ Forest Section Officer concerned has today explained to me in the field the boundaries of the area which I have purchased with reference to the surveyed sketch and the conditions of the sale notice and I am satisfied that the area and the forest produce therein taken charge by me today is in accordance with the sketch and the conditions of the sale notice. I also certify that the reserves mentioned in the list supplied are intact and that there are no illicit feelings either in the coupe or within a radius of half a kilometre around it on this date and I have no complaint about the shortage of the forest produce or about the area of the coupe.

If it is a coppice with reserve coupe :

I certify that I have verified the reserves with reference to the marking book and find that they are all existing intact in the coupe on this day.....

In case of improvement coupe :-

I certify that all the trees marked for felling in coupe No. ( ) which I have purchased are existing in the coupe on this day.....

If it is a felled material or confiscated produce:-

I certify that material mentioned in the sale notice and which I have purchased have and the taken possession by me this day the .....

Signature of the Forest Contractor/Authorised Agent.

Certified that the above coupe has been handed over to the contractor in good condition.

Range officer/Deputy Ranger.

FORM-VII

[*See Rule 19 of Telangana Forest Contract (Disposal of Forest Produce) Rules, 1977]*

Certificate of Return charge of Coupe

Taken charge of the coupe this day .....of ..... 19..... from Sri ..... Forest Contractor in the presence of the following witnesses since the Forest Contractor did not deliver the coupe and found the following irregularities in terms of sale notice and contract.

Inventory of Irregularities

Name and address of the witnesses	Signature of the witnesses	Signature of the Ranger/his deputy taking delivery of the coupe
1	**2**	**3**

I agree with the irregularities enumerated / I have the following objections.

Signature of the Forest Contractor/Agent

N.B: -- Items not applicable may be deleted.