

**AGRICULTURE (FOREST ) DEPARTMENT**

No. 30617/F2/73/AD

Trivandrum, dated 17-10-1973

From  
The Secretary to Government

To  
The Chief Conservator of Forest.

Sir,  
Sub:- Supply of timber to small scale industrial unit – reservation of white cedar and Manjakadamba.  
Ref:- Your letter C\$-6248/70 dated 21-5-73.

I am to forward herewith the draft agreement duly approved by Government.

Sd/-  
Under Secretary.

Endt on No. C4-6248/70 dated 5-11-1973.

Copy with copy of draft agreement to the Conservator of Forests Divl. Forest Officers/Asst. Conservator of Forests for necessary action.  
Copy to Stock file and C Superintendent.

Sd/-  
For Chief Conservator of Forests

Chief Conservator's Office.  
Trivandrum

Forwarded / Order

Superintendent.

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ARTICLES OF AGREEMENT made this the .....day  
of..... One thousand nine hundred and seventy three BETWEEN  
..... a firm registered under the .....  
Act and having its registered office at .....  
(hereafter called "the purchaser") of the one part and the Governor of Kerala (hereinafter  
called "the Government" ) of the other part.

WHEREAS at the request of the purchaser, the Government have in G.O.  
No..... dated.....ordered the supply of  
.....cubic meters of .....timber of the species specified in  
clause 2 of this agreement allotted during the year ..... to  
the purchaser;

WHEREAS the purchaser has agreed to take delivery of the whole quantity of timber supplied to him from the depots of .....  
Circle and .....Circle on payment of price primarily at the  
provisional rate of Rs..... fixed in G.,O.  
No..... dated .....  
Plus the working charges to the Government and thereafter to pay at the higher rate of  
price to be fixed by the Government for the same;

AND WHEREAS accordingly the purchaser has remitted into the .....  
..... Treasury a sum of Rs.....  
(Rupees ..... only) as  
per chalan No..... dated .....  
And pledged the same to the Divisional Forest Officer/Assistant Conservator of Forests  
by way of security for the fulfillment of the contract;

**NOW THESE PRESENTS WITNESS AND IT IS HEREBY MUTUALLY  
AGREED AS FOLLOWS:**

1. The purchaser agrees that the quantity of timber agreed to be purchased them will be taken delivery from ..... depots in the ..... circle out of the stock of the division in the .....circle according to availability from time to time at the depots in one or more consignments as the case may be.
2. The purchaser doth hereby agree to accept delivery of all timber of the species spacificed below which are presented to him for acceptance at the above depots.
3. Purchase doth herebyagree to pay to the Government for the quantity of timber purchased from time to time at the provisional rate of Rs. .... fixed in G.O..... dated ..... (plus working charges) and to pay to the Government the price of the timber supplied at the higher rate to be fixed by Government.
4. The purchaser doth also agree to accept the departmental measurements as final and take delivery of and remove the timber from the depots within thirty (30) days from the date of issue of the X Bill by the Depot Officer concerned.

If however, thereby any dispute regarding measurements or quality of timber between the officer in charge of the depot and the purchaser or the representative of the purchaser the matter shall be referred to the Divisional Forest Officer/Assistant Conservator of Forests concerned in writing within seven days from the date of issue of the X will for decision.

If the purchaser is not satisfied with the decision of the said officer the purchaser shall have the right to appeal to the Conservator of Forests ..... Whose decision in the matter shall be final. The appeal to the Conservator of Forests shall be made within seven days from the date of decision of the Divisional Forest Officer/Asst. Conservator of Forests. No appeal shall be entertained unless it is made within the time specified.

5. The quantity agreed to be supplied is only approximate and the department do not bind themselves to supply the full allotted quantity in case any excess quantity is offered, the purchaser is bound to take delivery of the same to the extent of ten per cent of the agreed quantity on payment of value fixed.
6. The purchaser doth also covenant with the Government that whenever a consignment of timber is ready for delivery the officer in charge of the depot will issue a X Bill for the value of the said timber and sales tax on the value calculated at the rates current from time to time and the firm shall remit the amount as per the instructions of the department within fifteen days from the date of issue of the X Bill and the chalan or within the period of the contract whichever is earlier. Further on the written request of the purchaser an extension of fifteen days will be allowed by the Divisional Forest Officer/Asst. Conservator of Forests for remittance with a penal interest of 12 per cent per annum if such extension falls within the contract period. The Divisional Forest Officer/Assistant Conservator of Forests may also on written request extent the period of remittance for a further period of 15 days with 24 percent penal interest and the Conservator of Forests may on written request extend the period of remittance for another period of 15 days with 24 per cent penal interest if such extension fall within the contract period. If the value of the logs allotted is not paid as above, the provisions in condition 8 will be forced.
7. The purchaser doth also covenant that it shall be lawful for the purchaser or the representative of the purchaser to effect the removal of timber from the depot only after production of the relevant records from an approved Bank or Treasury on remittance of the price. The purchaser will also be given the full time allowed in condition 4 purchaser will also be given the full time allowed in condition 4 above for the removal of logs without ground rent, if such period falls within the contract period or within the extended period of contract whichever is earlier, at the discretion of the divisional Forest Officer/Asst. Conservator of Forests.

In case the purchaser fail to remove the timber within the time specified in condition 4 supra, they shall pay ground rent as per departmental rules regarding the measurement and shortage of timber in Government sale depots, subject to a further period of one month failing which the provision in condition 8 infra will be enforced.

8. In case the purchaser fail to accept the timber allotted at the depot and make payment in time, the supply shall be liable to be canceled at the purchaser's risk and the security deposit forfeited to the Government and the timber disposed of otherwise. Any loss arising from such disposal as assessed by the Divisional Forest officer/ Asst. Conservator of Forests shall be recovered from the security deposit or otherwise.

The purchaser shall not fail to accept the timber and to pay the value of timber measured over to him without the approval of the department on the plea of power out or any other impediment with the purchaser and the purchaser alone shall be responsible for the loss, if any caused to the Department due to the disposal of such timber in auction or otherwise and such loss shall be recovered from the purchaser as provided above. The purchaser will also be permanently debarred, from entering into any contract with any Government department for such defaults.

9. "Notwithstanding anything herein contained, the Government shall not be liable to supply any quantity of timber to the purchaser and it shall be open to the Government to discontinue or stop the supply or terminate this contract at any time, without assigning any reason therefore.

10. The period of the contract will be from ..... To .....

11. The purchaser shall after the close of the contract, send such accounts as may be called for by the Divisional Forest Officer/Asst. Conservator of Forests or the Conservator of Forests to facilitate ready preparation of the liability lists which would admit of any reduction if any, from the security deposit before its release. The whole security or the balance security as the case may be shall be refunded to the purchaser as soon as possible.

12. The contract value of this purchase is Rs.....(Rs.....)

13. The purchaser doth covenant that the timber purchased as per this agreement shall be utilized for (H.E. purpose) .....and for no other purpose). Any violation to this or abuse of the concessions granted with entail cancellation of the agreement and imposition of other penalties that may be fixed by the Divisional Forest Officer/Asst. Conservator of Forests.

14. The purchaser shall submit to all the Divisional Forest Officers/Asst. Conservators of Forests and depot officers of the .....circle, a monthly

statement of the softwood allotted and received so as to reach them on or before the tenth of the succeeding month, failing which further allotment will not be given till receipt of pending statement.

The purchaser shall also maintain a pass book as per the form appended to this agreement which should be produced before the concerned Divisional Forest Officers/Asst. Conservator of Forests for obtaining fresh allotments and before the respective depot officers at the time of taking delivery of the timber allotted.

- 15. The purchaser doth further covenant that the purchaser agrees to abide by the rules and conditions that may be ordered by the department from time to time regarding the distribution of the timber referred to in paragraph 2 above.
- 16. The security amount deposited by the purchaser will be released only on receipt of a certificate from the concerned District Industries Officer/Project Officer certifying to the proper utilization of the timber for the purpose for which it was supplied.
- 17. The purchaser doth hereby agree that all sums found due to the Government under or by virtue of this agreement, shall be recovered from the purchaser and his properties movable and immovable as if such sums were arrears of land revenue under the provisions of the Revenue Recovery Act for the time being in force or in any other manner as the Government may deem fit.
- 18. The purchaser hereby assure that the executants hereof had got is power and authority to execute this agreement.

IN WITNESS WHEREOF Shri.....for and on behalf of the purchaser and Shri.....for and on behalf of the Governor of Kerala have here unto set their hands and the seals on the purchaser have hereunto been affixed on the day and year first one written.

Signed by Shri..... for and on behalf of the purchaser.

In the presence of witnesses:-

- 1.
- 2.

Signed by Shri..... for and on behalf of the Governor of Kerla.

In the presence of witnesses:

- 1.
- 2.

PASS BOOK OF SOFTWOOD ALLOTMENT

(vide condition 14 of the agreement)

Name and address of the purchaser  
Period of contract quantity of timber  
Sanctioned

(vide Chief Conservator's Order No.----- Date)

Signature and seal of the Divisional Forest  
Officer/Asst. Conservator of Forests  
Executing the agreement.

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Details of quantity of timber sanctioned during the year

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Allotment due Qty. in cum. Division Depot Initial of  
D.F.O./A.C.F.  
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Details of payment and removal

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Date Qty Details of Number and Progressive Initials of  
(cum) remittance date of Form total the Depot  
I pass Officer  
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