

# The Orissa Kendu Leaves (Control of Trade) Rules, 1962

ODISHA

India

## The Orissa Kendu Leaves (Control of Trade) Rules, 1962

### Rule

### THE-ORISSA-KENDU-LEAVES-CONTROL-OF-TRADE-RULES-1962 of 1962

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The Orissa Kendu Leaves (Control of Trade) Rules, 1962 Published vide Notification No. 558-CF, Orissa Gazette Extraordinary-dated 6.1.1962 No. 558-CF. - In exercise of the powers conferred by Section 18 of the Orissa Kendu Leaves (Control of Trade) Act, 1961 (Orissa Act 28 of 1961) the State Government do hereby make the following rules, namely

#### 1. Short Title and Commencement.

(1) These rules may be called The Orissa Kendu Leaves (Control of Trade) Rules, 1962. (2) They shall come into force at once.

#### 2. Definitions.

- In these rules unless the context otherwise requires-(a) Act means the Orissa Kendu Leaves (Control of Trade) Act, 1961 (28 of 1961); (b) Divisional Forest Officer means the Forest Officer in charge of a Forest Division in which the unit is situated and shall include 'District Forest Officer' as defined in Section 2 of the Madras Forest Act, 1882 (Madras Act 5 of 1882) and shall also include any other Forest Officer specially authorised by the State Government to discharge any or all of the functions under the Act or these Rules; (c) Form means a form appended to these Rules; (d) Section means a section of the Act; (e) All other words and expressions used but not defined in the Act.

#### 3. Publication of Prices.

- Prices fixed under Sub-section (1) of Section 4 shall be published in the Official Gazette and a copy

thereof in the Oriya language shall be published in at least two of the important daily newspapers of the State.

#### **4. Procedure for holding Enquiry.**

(1) On receipt of a reference under Sub-section (2) or (3) of Section 7, the Officer holding the enquiry shall, as soon as may be, intimate the place, date and time fixed for holding the enquiry to the parties concerned by a notice in writing delivered to them personally or sent to them by registered post with acknowledgement due. (2) On the date as aforesaid or on any subsequent day to which the enquiry may have been adjourned such officer shall, after hearing the parties who may appear before him either personally or through a duly authorised agent, recording the evidence, if any, adduced by them and after making such further enquiry in the locality as he deems necessary pass such orders as he deems fit and the orders so passed shall be communicated to the parties concerned in the same manner as is provided for service of notice under Sub-rule (1). (3) Damages or collection charges directed to be paid under Subsection (2) or, as the case may be, Sub-section (3) of Section 7 shall be paid within one month from the receipt of the order under Sub-rule (2) by the Government or their authorised officer or agent, as the case may be.

#### **5. Registration of Grower of Kendu Leaves.**

- [An application for registration under Section 9 shall be in Form A, accompanied by a treasury chalan showing payment of [rupees ten only in the case of a grower who has not registered himself in the previous year and rupees three only in the case of a grower who has registered himself in the previous year and filed before the Divisional Forest Officer within whose jurisdiction the land on which Kendu Plants grow is situated. If land is situated in more than one Division, then application may be to the Divisional Forest Officer, in whose jurisdiction the greater area is situated. The Divisional Forest Officer may after enquiry if necessary shall grant a certificate in Form B, or shall reject the application after recording reason therefor. In case of registered grower having land in the jurisdictions of other Divisional Forest Officer, the Divisional Forest Officer issuing registration certificate shall inform the other Divisional Forest Officers about the fact of registration.]

[Substituted by O.G.P. III P. 409 of 1964.]

#### **5A. [ [Added by O.G. Part III Page 409 of 1964.]**

(a) Every registered grower shall maintain a register of daily accounts of Kendu leaves showing correctly-(a) the opening stock on each day (b) the quantity collected on each day (c) total of (a) and (b) (d) the quantity disposed of (e) manner of disposal (f) balance (g) places where the balance stock has been stored with quantities thereof (h) remarks (b) He shall submit before the Divisional Forest Officer granting the registration certificate not later than fifteenth day of each month a return showing correctly-(a) the opening stock on the 1st of the month (b) the quantity collected during the month (c) total of (a) and (b) (d) the quantity disposed of (e) manner of disposal (f) balance.]

**5B. [ Disposal of Kendu leaves. [Added by O.G.E. No. 529, dated 21.2.1969.]**

(1)Kendu leaves collected by purchaser or otherwise by the Government direct or through their officers or agents, shall ordinarily be sold by entering into a contract in advance for which tenders shall be invited :]Provided that the Government may without inviting tender sell the leaves of one or more units directly to the Orissa Forest Corporation Limited on such terms and conditions as may be decided by Government.(2)The tender notice shall be published in the Official Gazette and advertised in newspaper and in such other manner as the Government may deem fit inviting sealed tenders from persons or parties desirous of purchasing Kendu leaves from the Government or from its officers or agents on the terms and conditions specified in the aforesaid tender notice.(3)The tender form shall be available from the office of the Divisional Forest Officer on payment of Rs 25/- (Rupees twenty-five) for each form. The payment shall be made by sending a Crossed Postal Order for the amount marked payable to the Divisional Forest Officer at the post office of the place the head quarters of the Divisional Forest Officer, is located.(4)Unless otherwise specified there shall be separate tenders for each unit and every tender must be submitted to such authority and, in such manner and on such date has may be specified in the tender notice.(5)Every tender shall be accompanied by a treasury chalan showing cash deposit under the head "Earnest Money-Revenue Deposit" equal to an amount specified in the tender, notice to be deposited as earnest money in favour of the Divisional Forest Officer.(6)At the time of opening of the tenders the tenderers shall produce a certificate of solvency for at least one-fourth of the total annual purchase price according to the rate quoted by him, granted by Revenue Officer not below the rank of a Subdivisional Officer if the tenderer has landed property at a place, wherein the Orissa Public Demands Recovery Act, 1962, is in force or a Bank Guarantee for an equal amount.(7)Government may accept or reject all or any of the tenders so received for any unit without assigning any reason therefor. The earnest money deposit shall, in case of an unsuccessful tenderer, be refunded to him and in case of an unsuccessful tenderer, it shall, subject to the provisions under Sub-rule (1) be adjusted towards payment of security deposit required by Sub-rule (12) :Provided that in rejecting a tender Government shall take into consideration the following among other grounds-(1)Inadequacy of price offered(2)Speculative offers(3)Past conduct of parties in the trade(4)Transport facilities at the command of the offerer(5)Solvency of the offerer(6)Experience in the trade(8)If the tenders received for a unit are not considered acceptable the Government may select as purchaser or purchasers for such unit or units any person or party of the persons or parties on such terms and conditions as may be mutually agreed upon and such selection need not be limited to persons who have submitted tenders for such unit or units. All the rules applicable to a successful tenderer shall apply mutatis mutandis to persons or parties selected as purchasers under this sub-rule.(9)Notwithstanding anything contained in the foregoing provisions Government may sell or otherwise dispose of Kendu leaves collected by purchase or otherwise by Government or by their officers or agents in such manner as Government may deem proper.(10)Any person or party who is selected as purchaser for the particular unit shall purchase the entire quantity of Kendu leaves procured or likely to be procured from such unit or such lesser quantity out of it as may be offered to him by the Government, their officer or agents in such unit on such terms and condition; as may be specified in the agreement to be executed by such purchaser under Sub-rule (11).(11)The purchaser shall execute an agreement in Form H, within fifteen days from the date of receipt of an order relating to his selection as purchaser, failing which the said order of selection shall be liable to be cancelled and on such

cancellation the amount deposited as earnest money shall be forfeited. On such cancellation Government may dispose of the Kendu leaves of the unit under Sub-rule (9) of this Rule. In addition the purchaser, whose selection as such has been cancelled bear the loss, if any, suffered by Government in the disposal of Kendu leaves of the unit and this loss shall be recoverable from him as arrears of land revenue.(12)(a)The purchaser or purchasers selected for a particular unit shall immediately, on or before signing the agreement deposit as security by way of guarantee for proper compliance of the terms and conditions of the agreement and provisions of the Act and these Rules, a sum to be calculated as under-X - Purchase rate per standard bag accepted by the Government for the unit.Y - Cost of collection per standard bag fixed for the unit.R - Number of standard bags of Kendu leaves mentioned against the unit in the notice for tender under Sub-rule (1).A - Security deposits.

$$A = \frac{5}{100} (X - Y)R$$

i.e. five per cent of the difference between aforesaid purchase rate per bag and the aforesaid cost of collection per bag, multiplied by the aforesaid number of bags.(b)The security deposit either wholly or in part, as the case may be, shall be adjusted by the Divisional Forest Officer towards any amount, if any, recoverable from the purchaser under the provisions of the agreement, the Act and these Rules and all such deductions shall have to be made good by the purchaser by deposit of an equivalent amount within fifteen days of the receipt of the notice to that effect.(c)If the dues to be recovered from the purchaser exceed the amount of security deposit, the amount in excess shall, unless made good within fifteen days from the date of the Divisional Forest Officer's notice to that effect, be recoverable as arrears of land revenue.(d)The security deposit or the balance shall, as the case may be refunded to the purchaser after the expiry of the agreement.(13)The purchaser shall take delivery of Kendu leaves from such depots or stores as are intimated by the Divisional Forest Officer in writing from time to time during the currency of the purchaser's agreement.(14)If the purchaser during the currency of the agreement establishes a bidi factory in order to provide employment to the residents of the State of Orissa and pays minimum excise duty of rupees three thousand per annum on the bidis manufactured by him he shall be entitled to a rebate of two per cent of the annual purchase price paid by him during the corresponding year :Provided that if such purchaser has been appointed as purchaser for more than one unit, the rebate in purchase price will be granted to him only in respect of one unit of his choice for establishment of each such factory :Provided further that the question whether the bidi factory established by him, provide employment or not the residents of the State shall be decided by the Divisional Forest Officer and his decision shall be final.(15)[\* \* \*] [Deleted by S.R.O. 85/6, 5.2.1972.](16)Notwithstanding anything contained in the foregoing provisions the purchaser who selected to purchase the Kendu leaves procured through the additional agent of any unit by the Government, shall on selection as such, execute an agreement in Form J.

## 6. Transport Permit.

(1)An application for the issue of a permit under Clause (b) Sub-section (2) of Section 3 shall be in Form C and shall be made to the Divisional Forest Officer [or such other authority as may be specially authorised by Government in that behalf] [Substituted by S.R.O. No. 15/74-dated 4.1.1974.] who shall be the authority competent to grant the permit :Provided that the said officer, if

he has reason to believe that the leaves in respect of which the application has been made have not been purchased from Government or their officer or agent may be after giving the applicant an opportunity of being heard, by an order recording the reasons in that behalf reject such application :[Provided further that in respect of Kendu leaves purchased from Orissa Forest Corporation Limited transport permit for transport of Kendu leaves from the Central Godowns to such purchaser, may be issued by Assistant Conservator of Forests (Kendu Leaves) within their respective jurisdiction.] [Inserted by S.R O. No. 202/76-dated 11.2.1976.][Provided also that in respect of Kendu leaves stored at Cuttack and Sambalpur by private traders and bidi manufacturers after the sarfie were purchased from Orissa Forest Corporation Limited, transport permit or transport of such Kendu leaves from the depot of private traders and bidi manufacturers may be issued by the Assistant Conservator of Forests (Kendu Leaves) attached to the office of the Conservator of Forests (Kendu Leaves), Cuttack and Assistant Conservator of Forests, attached to the Sambalpur (Kendu Leaves) Division with headquarters at Sambalpur in respect of the leaves stored at Cuttack and Sambalpur respectively.] [Inserted by S.R.O. No. 1039/76-dated 21.10.1976.](2)A permit shall be in Form D and shall be subject to the following conditions, namely :(a)the leaves shall be transported only by the routes specified in the permit and shall be produced at such place or places as may be specified therein for check :(b)except with the permission in writing of the Divisional Forest Officer the leaves shall not be removed outside the unit at any time after funsel and before sunrise; and(c)the permit shall be valid for such period as may be specified therein [and in exceptional circumstances the duration of validity may be extended.] [Added by O. G. P. III page 144 of 1969.](3)[ A registered grower who wishes to transport his leaves outside the unit in which he is registered for sale to an additional agent, if any, of the said unit appointed under the proviso to Section 8 (1) shall on application be granted a transport permit in form D, by the Divisional Forest Officer for the purpose of transporting the leaves to the depot of the additional agent.] [Added by O. G. E. No. 529, dated 21.2.1969.]

## **7. [ Appointment of Agents. [Substituted by O. G. E. No. 529, dated 21.2.1969.]**

(1)To appoint agent or agents for a unit or units under Sub-section (1) of Section 8, the Government shall publish a notice in the Official Gazette and in such other manner as they may think fit, giving terms and conditions or agency and inviting applications for such appointments :]Provided that no applications need be invited for appointment of the additional agent referred to under the proviso to Sub-section (1) of Section 8 and such additional agent may be appointed directly by Government subject to such terms and conditions as may be decided by Government, and such additional agent on appointment shall execute an agreement in Form 1.(2)The application for agency shall be in form E, and shall be submitted to such authority by such date and in such manner as may be specified in the aforesaid notice.(3)Every such application shall be accompanied by a treasury challan showing cash deposit of Rs. 500 (Five hundred) by the applicant under the head "Earnest Money-Revenue Deposit' in the name of Divisional Forest Officer as advance security deposit. The applicant shall also simultaneously furnish a certificate of solvency for a sum calculate lit the rate of 10 (ten) per bag for the stipulated number of bags for the respective unit granted by a Revenue Officer not below the rank of a Sub-divisional Officer if the agent has landed property at a place wherein the Orissa Public Demands Recovery Act, 1962 is in force, or a Bank Guarantee for equivalent amount.(4)The

Government may accept or reject any application without assigning any reason therefor. The advance security deposit shall be refunded to the applicants whose applications are rejected. The subject to provision under Sub-rule (6), be adjusted against the security deposit required under Sub-rule (7). (5) If in the opinion of the Government it is not possible to select suitable agents for the purpose out of the persons who have applied for the appointment as agents, the Government may call for fresh applications at any time at their disposal is not sufficient, they may appoint a person or party as agent, who in their opinion is suitable for the work. (6) On appointment as agent, the person or party so appointed shall execute an agreement in Form G, within fifteen days of the receipt of the order of appointment failing which the appointment shall be liable to be cancelled and on such cancellation either whole or part of the advance security deposit, as the State Government may deem fit shall be forfeited. (7) (a) The agent so appointed for a particular unit shall, before signing the agreement, deposit as security for the proper execution and performance of agency in accordance with the terms and conditions of the agreement and the provisions of the Act and these Rules a sum to be calculated as under- X - Purchase rate per standard bag accepted by the Government for the unit. Y - Cost of collection per standard bag fixed for the unit. Z - Number of standard bags of Kendu leaves mentioned against the unit in notice under Sub-rule (1). A - Security deposit.

$$A = \frac{5Z(X - Y)}{100}$$

i.e. five per cent of the difference between the aforesaid purchase rate per bag and the aforesaid cost collection per bag multiplied by the aforesaid number of bags. The security shall, either wholly or in part, as the case may be, be adjusted by the Divisional Forest Officer towards the recovery of the penalty, if any, for short collection of leaves compensation; damages or any other dues which may be recoverable under the provisions or the agreement, Rule and the Act and shall such deductions shall have to be made good by the agent by the deposit of an equivalent amount within fifteen days of the receipt of the notice to that effect. (c) If the dues to be recovered exceed the amount of the security deposit, the amount from, in excess shall, unless made good within fifteen days from the date of the Divisional Forest Officer's notice to that effect, be recoverable as arrear of land revenue. (d) The security or the balance, as the case may be, shall be, refunded to the agent after the expiry of the agency. (8) The agent shall maintain such registers and accounts as may from time to time be directed by Government. He shall also submit to the Divisional Forest Officer such returns and such intervals as may from time to time be directed by Government. (9) The agent shall furnish a list of persons employed by him within the unit immediately as and when employment is made and all such persons as are objected to by the Divisional Forest Officer shall be, forthwith, removed from employment by the agent. (10) [\* \* \*] [Deleted by S. H. O. No. 7572/D. 5.2.1972.]

## 8. Appeal.

(1) Any person aggrieved by an order of rejection under Rule 5 may within fifteen days from the date of receipt of the copy of such order prefer an appeal to the Conservator of Forests, within whose jurisdiction the unit is situated. (2) On receipt of an appeal under Sub-rule (1) the Conservator shall, after giving notice to the parties concerned in the same manner as is provided under Sub-rule (1) or Rule 5 and after hearing them, pass such orders as he deems fit.

## 9. Certificate of Sale.

- The Government or their officer or agent while selling Kendu leaves to any person shall grant to such person a certificate of sale in Form F.

## 10. [ Conditions for utilisation of sums Allotted to the Samitis and Grama Panchayats. [Added by O.G.P. III page 524 of 1963.]

(1)Sums paid to any Samitis or Grama Panchayats in pursuance of Section 11 shall be credited to the funds belonging to the said local authorities respectively and the utilisation thereof shall be subject to the conditions herein provided.(2)The sums allotted to a Simiti shall be utilised on works, schemes, roads, buildings and institutions, which have been transferred to the control and management of the Samiti and any such other schemes and works which are likely to augment the resources of the Samati;Provided that the Samiti may, with the previous approval of Government, utilise the whole or any part of the sums so allotted on any other purpose.(3)Out of sums allotted to a Grama Panchayat, twenty per centum shall, with the previous approval of the Collector, be utilised for execution of such development works as may be decided by the Grama Panchayat and the remaining eighty per centum shall be utilised for such purpose and in such proportion as Government may, from time to time direct.](4)[ Notwithstanding anything contained in Sub-rules (2) and (3) the Grama Panchayats and Samitis shall be competent to utilise twenty per centum of the sums so allotted to them for the purpose of plantation on Panchayat lands and other waste lands situated within the village boundaries".] [Inserted vide O.G.P. III No. 50, dated 21.12.1979.]Form 'A'[See Rule 5]Form of Application for Registration under Section 9(a)Name, father's name and address of the applicant...(b)Location, area and survey number of the plots on which Kendu leaves grown...(c)Particulars regarding ownership of the land...[\* \* \*] [Omitted by O. G. P. III page 409 of 1960.](d)[Renumbered by O. G. P. III page 409 of 1960.] Place or places where the Kendu leaves will be stored...(e)[Renumbered by O. G. P. III page 409 of 1960.] Estimated production of leaves....(f)[Added by O. G. P. III page 409 of 1960.] Whether the applicant was a registered grower in the previous year...Signature of the applicantForm 'B'[See Rule 5]Registration CertificateThis is to certify that Shri.....son of.....village..... police-station.....district.....has been registered for the year as a grower of Kendu leaves for the purpose of Section 9 of the Orissa Kendu Leaves (Control of Trade) Act, 1961. The places of storage are as follows :

Seal of the Divisional/District Forest Officer    Signature of the Divisional/District Forest Officer  
Date.....

Form 'C'[(See Rule 6 (1))Form of Application for Grant of Permit(a)Name of the applicant.....(b)Quantity (in bags) of Kendu leaves purchased...(c)Unit in which purchased...(d)Proof of purchase...(e)Place or places, where the Kendu leaves are stored.....If at more than one place, specify the quantity at each place(f)Destination to which the leaves are to be transported...(g)Mode of transport...(h)Routes by which the leaves are to be transported....Signature of the applicant[Form 'D'] [Substituted by O.G.P. III page 144 of 1966.][See Rule 62]Form of PermitShri.....is permitted to transport.....bags of Kendu leaves with a

total weight of quintals from to by the following routes, means of transport and during the following period of...

Validity Route Means of transport Date of expiry of validity

The permit shall be presented for check and examination at the following places. District/Divisional Forest Officer Form 'E' [See Rule 7 (2)] Form of Application for Appointment, as Agent

**1. Applicant's name and his father's name...**

**2. Applicant's profession...**

**3. Applicant's residence and address...**

**4. Previous experience, if any, of the applicant in collection of Kendu leaves and the areas of operation....**

**5. The quantity of Kendu leaves, if any, collected by the applicant.....No. of bags Year during the last three years (to be shown' separately) for each year.**

**6. Unit for which agency is applied for...**

[\* \* \*] [Omitted by O. G. E. No. 56-A dated 29.1.1966.] [7] [Re-numbered by O. G. E. No. 56-A dated 29.1.1966.] Whether willing to offer security deposit for satisfactory performance.... Signature of the applicant Form 'F' [See Rule (9)] Certificate of Sale

**1. Name of the purchaser...**

**2. Name of the sale depot and Unit...**

**3. Quantity sold in (in maunds)...**

Signature of the Government Officer/Agent or his authorised Representative [Form 'G'] [Substituted by O.G.E. No. 529, dated 21.2.1969.] This Agreement Made this the.....day of..... Between the Governor of Orissa (hereinafter called the 'Government' of the one part And Shri.....son of.....village.....police-station district.....(hereinafter called the "Agents") which expression unless repugnant to the context shall include his heirs and representatives of the other part. Now These Present Witnesses and the parties hereto hereby mutually agree as follows-(1) The Government hereby appoint Shri as their agent to do the acts hereinafter mentioned for and on their behalf under the terms and conditions as hereinafter laid down This appointment by the Government shall remain in force from to unless earlier determined by the Government in accordance with the law for the time being in force. [\* \* \*] [Deleted by S.R.O. No 85/72-dated 5.2.1976.] (2) Whereas the particulars hereby mutually agree to abide by the following terms and conditions-(a) The agent shall purchase Kendu leaves from the growers he shall



collect Kendu leaves from the Government lands and forests from within the entire area notified as Unit No in the district.....which is more fully described in the Schedule annexed hereto, for and on behalf the Government.(b)The agent shall process the Kendu leaves so obtained by him and he shall store the same after packing them in bags. Each such bag shall contain one quintals including the weight of container of processed leaves fit for manufacture of bidis.(c)The agent shall purchase Kendu leaves from the grower at the price as shall be fixed by the Government under Section 4 (1) of the Act.(d)The agent shall pay such collection charges to the persons engaged for collecting the leaves from the Government forests and lands, as may be specified in writing by the Government:Provided that in case the agent fails to accept leaves fit for manufacture of bidis from any person engaged in collecting leaves from Government forests and lands, or in case he fails to pay to such person the collection charge at the fixed rate by Government, apart from any other liabilities, he shall be liable to pay the collection charges thus defined to him together with a compensation up to 20 per cent thereof as may be decided by the Divisional Forest Officer.(e)The agent shall during the period of his agency under this Agreement obtain by purchase and collection in the minimum... bags of processed leaves each weighing one quintal inclusive of the weight of the container.(f)The agent shall deliver such quantities of processed Kendu leaves to such persons and at such times as shall be directed from time to time by the Divisional/District Forest Officer of Division/District. Unless otherwise notified, the agent shall keep ready for delivery of leaves in four equal instalments on the following dates:

30th June 31st August 31st October 31st December } of each year

(g)The agent shall be paid by the Government Rs.....per bag of processed leaves towards cost incurred for purchase, collection, processing, storage, transport, packing and other handling charges,(h)The agent shall be entitled to a remuneration at the rate of Rs.....for each bag of processed leaves that he secures by collection or purchase from out of the minimum number of bags he hereby undertakes to collect. For each of the excess bag of processed leaves over and above the minimum number of bags he undertakes to collect under this Agreement, he shall get remuneration at the rate of Rs per bag.(i)If the agent does not secure through purchase and collection the minimum number of bags hereinbefore agreed to shall be liable to pay to the Government by way of compensation at the rate of Rs.....per bag of shortage :Provided that no compensation will be realised from him for the number of bags of Kendu leaves that are procured by the additional agent if any, of the Unit.(j)The agent shall be paid the cost and remuneration of the bags of processed leaves from time to time as and when same shall be demanded from him for being taken delivery of by the Government. The agent shall claim to lien over the properties in the Kendu leaves at any time.(k)The agent shall open depots and storage godowns at such centres within the Unit as may be directed by the Divisional Forest Officer.(l)The agent shall not, without a transit permit issued by him, permit the movement of any Kendu leaves from the collection depot to the storage godowns or from one storage godown to another within the Unit. He shall not also, without the permission of the Divisional Forest Officer, move any Kendu leaves from any place within the unit to a place outside the Unit.(m)The agent shall not pollard the Kendu trees between the 16th day of April and 15th day of August each year. He shall pluck the Kendu leaves by hand and i.e. axe or other instrument shall be used in the process of collection.(n)The agent shall prominently display at each depot a correct list written in Oriya indicating the rates fixed by Government for purchase of Kendu leaves from growers and for payment of remuneration to pluckers.(o)The agent shall be bound to

respect all right lawfully vested in private person relating to the appropriation of Kendu leaves.(p)The agent shall maintain such registers and accounts as may from time to time, be directed by Government.(q)The agent shall submit to the Divisional Forest Officer such returns and at such intervals as may, from time to time, be directed by Government.(r)The agent shall give all facilities at all reasonable times to the Divisional Forest Officer and any officer authorised by the said Forest Officer, the inspection of his stock and accounts kept at any depot and storage godowns.(s)The agent shall abide by the Orissa Kendu Leaves (Control of Trade) Act 1961, the rules and notifications issued thereunder. He shall also abide by the Forest Laws applicable to the Unit under the provisions of the Different Forest Acts and the Rules, Regulations and Notifications made thereunder.(t)The agent shall not cause any damage either directly or indirectly through his men or men working under his direction to the Government forests. In case he does so, he shall be liable to pay such compensation as shall be fixed by the Divisional Forest Officer subject to an appeal to the Conservator of Forests and the assessment of forests and the assessment of such a damage shall be conclusive land binding on the parties.(u)The agent shall at all relevant times remain responsible for the safe handling, storage and transport of the Kendu leaves held by him for and on behalf of Government. Specially, the agent shall take all necessary precautions against the fire and pilferage of the stock of Kendu leaves held by him under this Agreement. After the termination of agency either due to efflux of time or otherwise, the agent shall continue to be responsible to deliver the stock in his possession and render the accounts for the same, to the Government.(v)If the agent is guilty of breach of any of the terms and conditions of the Agreement, it shall be opened to Government to terminate this Agreement by giving him 15 days' notice. The Forest Officer shall also be entitled to assess such compensation as he deems proper for any breach of the conditions to this contract committed by the agent subject to an appeal to the Conservator of Forests, to be preferred within 15 days from after the date of the order of the Forest Officer. Any decision so arrived at, shall be final and conclusive as between the parties.(3)Whereas the agent for the due performance of the terms and conditions of this Agreement, hereby gives a security deposit of Rs deposited in favour of the Divisional Forest Officer. Any sum due to the Government from the agent in accordance with this Agency/Agreement, may be deducted from out of the aforesaid security deposit.(4)Any amount payable to the Government by the agent under this Agreement shall be recoverable as arrears of land revenue under the Orissa Public Demands Recovery Act.(5)In case any dispute arises the matter of the interpretation of any of the terms of this Agreement or with respect to any matter arising from out of the subject-matter of this contract, the said dispute shall be referred to the Chief Secretary or any other Secretary to the Government of Orissa appointed for the purpose by the Government. The decision of the dispute by the said persons shall be final and binding on their parties.It is hereby Expressly Agreed by the between the parties hereto that for the purpose of jurisdiction of Courts in the event of dispute, if any, the Agreement shall be deemed to have been entered into at Bhubaneswar within the State of Orissa And is Agreed that neither party shall be competent to bring any suit or any other legal proceeding with regard to the matters covered by these presents at any place outside the State of Orissa.In Witness Whereof the parties hereto have put their hands and seal the day and year first above written.Signature of.....for and on behalf of the Governor of Orissa, asauthorised within the scope of Article299 of the Constitution of India

In the presence of-

Witnesses { 12

Signature of the Agent

In presence of-

Witnesses { 12

## Schedule

[Form 'H'] [Added by O.G.E. No. 529, dated 21.2.1969.]The Agreement Made this the.....day of Between the Governor of Orissa (hereinafter called the 'Government' of the one part And Shri.....son of.....Village.....Police station District.....(hereinafter called the "Purchaser" which expression unless repugnant to the context shall include his heirs and representatives) of the other part.Whereas Government proposed/invited tenders to enter into a contract in advance for the sale of Kendu leaves to be gathered from the area notified as Unit No..... in the district of..... more fully describe in the Schedule annexed hereto under the terms and conditions as hereinafter laid down ;And Whereas the purchaser gave an offer to purchase the said Kendu leaves under the aforesaid terms and conditions and the Government have accepted the said offer.Now These Present Witnesses and parties hereto mutually agree as follows :

**1. This agreement shall commence from.....and will remain in force till unless earlier determined under the terms hereinafter appearing :**

[\* \* \*] [Deleted by S.R.O. 85/72 dated 5.2.1972.]

**2. The Government shall sell and the purchaser shall purchase the entire quantity of Kendu leaves procured by the Government from the area notified as Unit No in the district of.as described in the Schedule annexed hereto at a consideration of Rs.....per bag for the first bags.....and at the rate of Rs.....per bag for the rest of bags. Each such bag shall contain one quintal of processed Kendu leaves including the container. Collection of leaves made through Additional Agent of the Unit shall not be deemed to be included in the total amount of leaves procured from the Unit.**

**3. The Government shall sell the aforesaid goods only to the purchaser during the period of this Agreement, unless the Agreement is terminated at any time earlier in accordance with the contract or any law in force for the time being and subject to the condition that such Kendu leaves will not be less than..... bags to be delivered in four instalments as provided in Clause 5.**

**4. This Agreement shall always be subject to the provisions of the Orissa Kendu Leaves (Control of Trade) Act, 1961 and the Rules and Notifications made thereunder.**

**5. Subject to any variation that may be made by Government, the Kendu leaves shall be offered for delivery to the purchaser in the following for instalments. The quantity to be purchased in each of the first three instalments being not more than.....bags.**

Instalment	Due date	
1st instalment	30th June	} of each year
2nd instalment	31st August	
3rd instalment	31st December	
4th instalment	October	

**6. The Divisional/District Forest Officer Division/ District (hereinafter called the said Forest Officer) shall cause a notice to be served on the purchaser at least 15 days prior to the date of each instalment calling upon the purchaser to deposit the purchase price of the quantities of Kendu leaves available for delivery, by date specified therein:**

Provided that in case the said Forest Officer does not issue the notice to the Purchaser, the purchaser shall pay on or before 7 days prior to the dates of the instalment the purchase price of bags being 25 per cent of the minimum quantity prescribed in Clause 3 thereof and take delivery of such bags in the manner hereinafter provided: Provided further that in case such 25 per cent of bags are not delivered to him on or before the respective dates of instalments, it shall be open to Government to deliver the shortfall either before the date of the next instalment or in any case before the date of expiry of the Agreement.

**7. In case the purchaser does not deposit the price of the Kendu leaves within the due dates as provided in Clause 6 hereof, the, purchaser shall be liable to pay the amount payable along with 6 per cent interest per annum by way of compensation on the aforesaid sums from the date of default till the date of realisation if the same, irrespective of the fact as to whether he has taken delivery of the goods, or not.**

**8. In case Government is not able to deliver to the purchaser the minimum number of bags provided in Clause 3 hereof, by the date of the expiration of the Agreement, the purchaser shall be entitled to a compensation at the rate of Rs.....per bag of short supply:**

Provided that no compensation will be paid to him for the number of bags of Kendu leaves that are

procured by the Additional Agent, if any, of the Unit.

**9. If the purchaser during the currency of the Agreement establishes a bidi factory in order to provide employment to the residents of the State of Orissa and pays a minimum excise duty of rupees three thousand per annum on the bidi manufactured by him, he shall be entitled to a rebate of two per cent of the annual purchase price paid by him during the corresponding year:**

Provided that if such purchaser has been selected as purchaser for more than one Unit, the rebate in purchase price will be granted to him only in respect of one Unit of his choice for establishment of each such factory :Provided further that the question whether the bidi factory established by him provides employment or not to the residents of the State, shall be decided by the said Forest Officer and his decision shall be final.[9-A. Notwithstanding anything contained in Clauses (2) and (3) hereof purchaser shall, during the period not exceeding the current year for which the Agreement is in force sell 5 per cent of the total quantity of Kendu leaves delivered to him by the Government to the Orissa Forest Corporation Limited or their authorised representatives at the consideration mentioned for the first bags in Clause 2 to enable the Orissa Forest Corporation Limited to sell the Kendu, leaves in market located by them outside the State.] [Inserted by S.R.O. 85/72-dated 5.2.1972.]

**10. All payments to be made by the purchaser including the payments of compensation, if any, shall be paid into a Government Treasury or Sub-Treasury and the Treasury Challan shall be sent at once after each payment to the Divisional Forest Officer concerned. Only on receipt of a valid and proper challan showing the payment, the Forest Officer shall deliver the required of goods to the purchaser from such depots or stores as is directed by to Divisional Forest Officer.**

**11. If the purchaser is guilty of any breach of the terms and conditions of this Agreement, it shall be open to Government to terminate his Agreement by giving him 15 days' notice. On such termination the purchaser shall be liable to pay the difference between the price payable by him and the price that will be obtained by selling the goods in the market, if the same is less than the amount payable by the purchaser. The Divisional Forest Officer shall also be entitled to assess such compensation as he deems proper for any breach of the terms and conditions of the Agreement subject to an appeal to the Conservator of Forests, preferred within 15 days from the date of order of the said Forest Officer. Any decision so arrived at, shall be final and conclusive between the parties.**

**12. For the due performance of the terms and conditions of the Agreement, the purchaser hereby pays a security deposit of Rs in favour of the said Forest Officer and any sum or sums of money, which shall become payable by the purchaser to the Government under these presents may be deducted from the aforesaid security amount by the said Forest Officer.**

**13. Any amount payable to the Government by the purchaser under this Agreement shall be recoverable as arrears of land revenue under the Orissa Public Demands Recovery Act.**

**14. In case any dispute arises in the matter of the interpretation of any of the terms of this Agreement or with respect to any matter arising from out of the subject-matter of this contract, the said dispute shall be referred to the Chief Secretary or any other Secretary to the Government of Orissa appointed for the purpose by the Government. The decision of the dispute by the said person shall be final and binding on the parties.**

**15. It is hereby expressly agreed by and between the parties hereto that for the purpose of jurisdiction of Courts in the event of disputes, if any, with respect to this Agreement, this Agreement shall be deemed to have been entered into at Bhubaneswar within the State of Orissa and it is agreed that neither party shall be competent to bring any suit or other legal proceeding with regard to the matter covered by these presents at any place outside the State of Orissa.**

**16. In Witness Whereof the parties hereto out their hands and seal on the day and year first above written.**

Signature.....for and on behalf of the Governor of Orissa, as authorised within the scope of Article 299 of the Constitution of India.

In the presence of-

Witnesses { 12

Signature of the purchaser

In presence of-

Witnesses { 12

## Schedule 2

[Form-'I'] [Added by O. G. E. No. 529, dated, 21.2.1969.] This Agreement Made this the.....day of.....Between the Governor of Orissa (hereinafter called the "Government" of the one part And Shri.....son of.....village.....Police station.....District.....thereinafter called the Additional Agent) which expression unless repugnant to the context shall include his heirs and representatives) of the other part. Now These Present Witnesses and the parties hereto hereby mutually agree as follows : (1) The Government hereby appoint Shri as their Additional Agent to do the acts hereinafter mentioned for and on their behalf under terms and conditions as hereinafter laid down. The appointment by the Government shall remain in force from.....to.....unless earlier determined by the Governor in accordance with the terms and conditions of the Agreement or in accordance with the law for the time being in force. [\* \* \*] [Deleted by S. R. O. No. 85/72 dated 5.2.1972.] (2) Whereas the particulars hereby mutually agree to abide by the following terms and conditions- (a) The Additional Agent shall purchase the Kendu leaves as may be offered to him for sale at his depot by the registered growers of Unit No.. in the district which is more fully described in the Schedule annexed hereto for and on behalf of the Government. (b) The Additional Agent shall process the Kendu leaves so obtained by him and he shall store the same after packing them in bags. Each such bag shall contain one quintal including the weight of the container of processed Kendu leaves fit for manufacture of bidis. (c) The Additional Agent shall purchase Kendu leaves from the registered growers at the price as shall be fixed by the Government under Section 4 (1) of the Act. (d) The Additional Agent shall deliver such question of processed Kendu leaves to such persons and at such times as shall be directed from time to time by the Divisional/District Officer of.....Division/District. (e) The Additional Agent shall be paid by the Government Rs per bag of processed Kendu leaves towards cost incurred for purchase, collection, processing, storage, packing and other handling charges. He shall also be entitled to a remuneration at the rate of Rs per each bag of processed Kendu leaves. (f) The Additional Agent shall be paid the cost and remuneration of the bags of processed Kendu leaves from time to time as and when the same shall be demanded from him for being taken delivery of by the Government. The Additional Agent shall claim no lien over the properties in Kendu leaves at any time. (g) The Additional Agent shall open depots and storage godowns at such contres within the Unit in which his main collection depot is located, as may be directed by the Divisional Forest Officer. The Additional Agent shall not, without a transit permit issued by him, permit the movement of any Kandu leaves from the collection depot to the storage godowns or from one storage godown to another within the Unit. He shall not also, without permission of the Divisional Forest Officer, move any Kendu leaves from any place within the Unit to a place outside the Unit. (h) The Additional Agent shall prominently display at each depot a correct list written in Oriya indicating the rates fixed by Government for purchase of Kendu leaves from registered growers. (i) The Additional Agent shall maintain such registers and accounts as may, from time to time, be directed by Government. (j) The Additional Agent shall submit to the Divisional Forest Officer such returns at such intervals as may, from time to time, be directed by Government. (k) The Additional Agent shall give all facilities at all reasonable times to the Divisional Forest Officer and any officer authorised by the said Forest Officer, for the inspection of his stook and accounts kept at any depot and storage godowns. (l) The Additional Agent shall abide by the Orissa Kendu Leaves (Control of Trade) Act, 1961 the Rules and Notifications issued thereunder. He shall also abide by the Forest Laws applicable to the Unit under

the provisions of the different Forest Acts and the Rules, Regulations and Notifications made thereunder.(m)The Additional Agent shall not cause any damage either directly or indirectly through his men working under his direction to the Government forests. In case he does so, he shall be liable to pay such compensation as shall be fixed by the Divisional Forest Officer subject to an appeal to the Conservator of Forests and the assessment of such a damage shall be conclusive and binding on the parties.(n)The Additional Agent shall at all relevant times remain responsible for the sale; handling storage and transport of the Kendu leaves held by him for and on behalf of Government. Specifically, the Additional Agent shall taken all necessary precautions against fire and pilferage of the stock of Kendu leaves held by him under this Agreement. After the termination of agency either due to efflux of time or otherwise, the Additional Agent shall continue to be responsible to deliver the stock in his possession or fender the accounts for the same to the Government.(o)If the Additional Agent is guilty of any breach of the terms and conditions of this Agreement, it will be open to the Government to terminate this Agreement by giving him 15 days' notice. The Divisional Forest Officer shall also be entitled to assess such compensation as he deems proper for any breach of the conditions of this contract committed by the Additional Agent subject to an appeal to the Conservator of Forests to be preferred within 15 days from or after the date of the order of the Forest Officer. Any decision so arrived at, shall be final and conclusive between the parties.(3)Whereas the Additional Agent for the performance of the terms and conditions of this Agreement hereby gives a security deposit of Rs.....deposits in favour of the Divisional Forest Officer. Any sum due to the Government from the Additional Agent in accordance with this agency Agreement, may be deducted from out of the aforesaid security deposit.(4)Any amount payable to the Government by the Additional Agent under this Agreement, shall be recoverable as arrears of land revenue under the Orissa Public Demands Recovery Act.(5)In case many disputes arise in the matter of the interpretation of any of the terms of this Agreement or with respect to any matter arising from out of the subject-matter of this contract, the said dispute shall be referred to the Chief Secretary of any other Secretary to the Government of Orissa appointed for the purpose by the Government. The decision of the dispute by the said person shall be final and binding as between the parties.It is hereby Expressly Agreed by and between the parties hereto that for the purpose of jurisdiction of Courts in the event of dispute, if any, the Agreement shall be deemed to have been entered into at Bhubaneswar within the State Of Orissa And It Is Agreed that neither party shall be competent to bring any suit or any other legal proceeding with regard to the matters covered by these presents at any place outside the State of Orissa.In Witness Whereof the parties hereto have put their hands and seal the day and year first above written.Signature.....for and on behalf of the Governor ofOrissa, as authorised within the scope ofArticle 299 of the Constitution of India.

In the presence of-

Witnesses { 12

Signature of the Additional Agent

In presence of-

Witnesses { 12

[Schedule] [Added by O.G.E. No. 529, dated/21.2.1969.](Form "J")This Agreement Made this the.....day of.....Between the Governor of Orissa (hereinafter called the 'Government') of the one part And Shri..... son of.....village.....police station



District.....(hereinafter called the "Agent" which expression unless repugnant to the context shall include his heirs and representatives) of the other part. Whereas Government proposed to enter into a contract in advance for the sale of Kendu leaves to be gathered through the Additional Agent from the area notified as Unit No.... in the district of..... more fully described in the Schedule annexed hereto under the terms and conditions as hereinafter laid down. And Whereas the purchaser has agreed to purchase the said Kendu leaves under the aforesaid terms and conditions. Now These Present Witnesses and the parties hereto mutually agree as follows-

**1. This Agreement shall commence from and will remain in force till..... unless earlier determined under the terms hereinafter appearing.**

[\* \* \*] [Deleted by S.R.O. No. 85/72, dated 5.2.1972.]

**2. The Government shall sell and the purchaser shall purchase the entire quantity of Kendu leaves procured by the Government through the Additional Agent from the area notified as Unit No in the district of.....as described in the Schedule annexed hereto at consideration of Rs per bag. Each such bag shall contain one quintal of processed Kendu leaves including the container.**

**3. The Government shall sell the aforesaid goods only to the purchaser during the period of this Agreement, unless the Agreement is terminated at any time earlier, in accordance with the contract or any law in force for the time being.**

This Agreement shall always be subject to the provisions of the Orissa Kendu Leaves (Control of Trades) Act, 1961 and the Rules and Notifications made thereunder.

**5. As and when the processed bags of Kendu leaves are available for sale, the Divisional/District Forest Officer.....Division/District (hereinafter called the said Forest Officer) shall cause a notice to be served on the purchaser, calling upon him to deposit the purchase price of the quantities of Kendu leaves available for delivery, by the dates specified therein.**

**6. In case the purchaser does not deposit the price of the Kendu leaves within the due dates as provided in Clause 5 hereof, the purchaser shall be liable to pay the amount payable along with 6 per cent interest per annum by way of compensation on the aforesaid sum from the date of default till the date of realisation of the same, irrespective of the fact as to whether he has taken delivery of the goods or not.**

**7. All payments to be made by the purchaser including the payments of compensation, if any, shall be paid into a Government Treasury or Sub-Treasury and the Treasury Chalan shall be sent at once after each payment to the Divisional Forest Officer concerned. Only on receipt of a valid and proper chalan showing the payment, the Forest Officer shall deliver the required quantity of goods to the purchaser from such depots or stores as is directed by the Forest Officer.**

**8. If the purchaser is guilty of any breach of the terms and conditions of this Agreement, it, shall be open to Government to terminate this Agreement by giving him 15 days' notice. On such termination, the purchaser shall be liable to pay the difference between the price payable by him and the price that will be obtained by selling the goods in the market, if the same is less than the amount payable by the purchaser. The said Forest Officer shall also be entitled to assess such compensation as he deems proper for any breach of the terms and conditions of the Agreement subject to an appeal to the Conservator of Forests preferred within 15 days from or after the date of order of the said Forest Officer. Any decision so arrived at, shall be final and conclusive as between the parties.**

**9. For the due performance of the terms and conditions of the Agreement the purchaser makes a security deposit of Rs.... in favour of the said Forest Officer and any sum or sums of money which shall become payable by the purchaser to the Government under these presents may be deducted from the aforesaid security amount by the said Forest Officer.**

**10. Any amount payable to the Government by the purchaser under this Agreement shall be recoverable as arrears of land revenue under the Orissa Public Demands Recovery Act.**

**11. In case any dispute arises in the matter of the interpretation of any of the terms of this Agreement or with respect to any matter arising from out of the subject matter of this contract the said dispute shall be referred to the Chief Secretary, or any other Secretary to the Government of Orissa appointed for the purpose by the Government. The decision of the dispute by the said person shall be final and binding on the parties.**

**12. It is hereby expressly agreed by and between the parties hereto that for the purposes of jurisdiction of Courts in the event of disputes, if any, with respect to this Agreement, this Agreement shall be deemed to have been entered into at Bhubaneswar within the State of Orissa and it is agreed that neither party shall be competent to bring any suit or any other legal proceedings with regard to the matter covered by these presents at any place outside the State of Orissa.**

**13. In Witness Whereof the parties hereto have put their hands and seal on the day and year first above written.**

Signature For and on behalf of the Governor of Orissa, as authorised within the scope of Article 299 of the Constitution of India.

In the presence of-

Witnesses { 12

Signature of the purchaser

In presence of-

Witnesses { 12