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MEMORANDUM OF EXPLANATORY OF EACH
PARAGRAPH IN THE KERALA FOREST
DEPARTMENT CODE

Volume I

Paragraphs in K.F.D.C. Volume I	Explanation	Corresponding article in the draft code under revision
1.1.1.	Incorporates Article 1 of T.C. Forest Code with slight modi- fication	.. 1
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2.1.1.	(1) Sec 3.2.2. Volume I	.. New
	(2) Sec 10.4.1. Volume I	.. "
	(3) Reproduces Article 79, T.C. Forest Code	.. "
	(4) Do. Article 80	.. "
	(5) Definition in paragraph 11, K.P.W.A. Code adopted	.. "
	(6) Do. in Article 7, K.F.C. Code adopted	.. "
	(7) Reproduces Article 81, T.C. Forest Code	.. "
	(8) Incorporates definition in Article 263, T.C. Forest Code with slight modi- fication	.. "
	(9) Definition in Article 7, K.F.C. adopted	.. "
	(10) Sec 3.2.3. Volume I	.. "
	(11) Reproduces Article 82, T.C. Forest Code	.. "
	(12) Definition in Article 7, K.F.C. adopted	.. "
	(13) Do.	.. "
	(14) Definition based on Article 82, T.C. Forest Code	.. "
	(15) Sec 11.1.1. Volume I	.. "
	(16) Definition based on para- graph 26, K.P.W.A. Code	.. "

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Paragraphs in K.F.D.C. Volume I	Explanation	Corresponding article in the draft code under revision
(17)	See 10.6.3. Volume I	.. New
(18)	Definition in paragraph 29, K.P.W.A. Code adopted	.. "
(19)	See 10.7.7. Volume I	.. "
(20)	See 10.3.2. Volume I	.. "
(21)	Definition in Article 7, K.F.C. adopted	.. "
(22)	Definition based on para- graph, 30, K.P.W.A. Code	.. "
(23)	Definition in Article 7, K.F.C. adopted	.. "
(24)	Definition based on para- graph 34, K.P.W.A. Code	.. "
(25)	See 11.1.1. Volume I	.. "
(26)	Definition in paragraph 35, K.P.W.A. Code adopted	.. "
(27)	See 10.3.2. Volume I	.. "
(28)	See 11.1.1. Volume I	.. "
(29)	See 10.7.5. Volume I	.. "
(30)	Reproduces Article 78, T.C. Forest Code	.. "
(31)	See 3.2.3. Volume I	.. "
(32)	Definition in Article 7, K.F.C. adopted	.. "
(33)	Reproduces definition in Arti- cle 77, T.C. Forest Code	.. "
(34)	Definition in Article 7, K.F.C. adopted	.. "
(35)	New — Definition based on Chief Conservator's letter No. G1-29059/62, dated 5-9-1962 to Government	.. "
(36)	See 10.7.6. Volume I	.. "
(37)	Definition in Article 7, K.F.C. adopted	.. "
(38)	New — Definition based on Chief Conservator's letter No. G1-29059/62, dated 5-9-1962 to Government	.. "
(39)	See 10.4.2. Volume I	.. "
(40)	Reproduces definition in Arti- cle 77, T.C. Forest Code	.. "

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8.4.3. } 8.4.4. }	Based on Article 103, T.C. Forest Code	71

5. Temporary withdrawal from Provident Fund Deposits
- To sanction withdrawals by non-gazetted subordinates up to Rs. 300 in normal cases as well as for special cases in each case, subject to the other conditions and limitations under the rules of the fund
6. Sanction of increment
- To sanction or to withhold increments including those at the stage of efficiency bar in the case :
Of and below the rank of Lower Division Clerks and Foresters
- Of all Officers whom he is competent to appoint
7. Advances
- To sanction advances in special cases up to Rs. 500 to Deputy Rangers and Foresters and up to Rs. 250 to Officers in charge of Deposits subject to the conditions that (1) no advance will be sanctioned for a work for which no estimate has been sanctioned and (2) there should be no undue delay in adjustment of advances
- Full powers without any monetary limit to such withdrawals which are permissible according to normal rules. In cases where the advances are sanctioned for special reasons under the rules up to Rs. 1,000
- Full powers as per rules in normal cases and for special reasons up to Rs. 500 in each case
- Of and below the rank of Rangers and Deputy Rangers and Upper Division Clerks
- Rules should be observed by all Officers before an order withholding increment is passed.
- To sanction advances up to Rs. 5,000 to Rangers in exceptional cases subject to the conditions given in column 2 and also subject to the condition that the general limit of advance that the Range Officer can keep with him at a time shall not exceed Rs. 5,000

APPENDIX IV—(cont.)

Divisional Forest Officer	Conservators	Chief Conservator
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Details of items for which powers are provided

(1)

2. Advertisement charges To sanction advertisement charges up to Rs. 500 in each case subject to the condition that the rates are approved by the Director of Public Relations

3. Auction sale—Confirmation of

(2)

WORKS—(cont.)

To sanction advertisement charges up to Rs. 750 in each case subject to the condition given in column 2

(i) To confirm auction sales of livestock including elephants and ivory up to an annual limit of Rs. 5,000 provided the auction is sanctioned by the Government and the purchaser is the highest bidder and also subject to the condition that the Conservator of Forests is also present where elephants and ivory are auctioned

(ii) To confirm auction sales of perishable, thondy articles irrespective of the price fetched. In the case of other articles,

(i) To confirm auction sales of livestock including elephants and ivory up to an annual limit of Rs. 10,000 subject to the condition given in column 2

(ii) To confirm auction sale of thondy articles

(i) To confirm auction sale of livestock including elephants and ivory provided the auction is sanctioned by Government and the purchaser is the highest bidder

(ii) To confirm auction sale of thondy articles

Paragraphs in K.F.D.C. Volume II	Explanation	Corresponding article in the draft code under revision
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9.1.1. } to } 9.1.8. }	New introduced consequent on the cheque system for establishment bills also	New
9.2.1. } to } 9.2.3. }	New based on Article 118, K.F.C.	New
10.1.1. } to } 10.3.4. }	Based on Article 242 and 243, T.C. Forest Code, Article 268, Madras Account Code, Volume III and Article 301, K.P.W. Account Code	New 252 to 254
10.4.1. } to } 10.4.7. }	New based on P.W.D. Procedure	New
10.5.1. } to } 10.5.5. }	Based on Article 243 and 249, T.C. Forest Code and 140 and 142 Madras Forest Code	255 to 258 & 260 to 261
10.6.1. } to } 10.6.2. }	Based on Article 245 and 247, T.C. Forest Code	262 & 263
Note	Based on P.W. Procedure	New
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10.6.4.	Do. Article 261, T.C. Forest Code	New
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10.8.3. } 10.8.4. }	New	New
10.9.1. } to } 10.9.4. }	Based on Article 248 to 250, 266 and 269, T.C. Forest Code	New
10.10.1. } to } 10.11.3. }	Based on Article 211, T.C. Forest Code	New

Paragraphs in K.F.D.C. Volume II	Explanation	Corresponding article in the draft code under revision
11.1.1. } to 11.1.8. }	New	New
11.2.1.	Based on Article 219, 227A, T.C. Forest Code	213
11.2.2.	Based on Article 217, 219, T.C. Forest Code	214
11.2.3.	Based on Article 282, K.F.C.	214A
11.2.4.	Do. Article 227A, T.C. Forest Code	217 & 218
11.2.5. } 11.2.6. }	New	New
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11.3.1. } to 11.3.5. }	Do. Article 263, T.C. Forest Code	274 to 276
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12.1.1. } to 12.1.6. }	Based on Kerala Account Code, Volume I, Article 60A	New
12.2.1. } to 12.3.4. }	Based on Article 224, T.C. Forest Code	New
12.4.1. } 12.4.2. }	New	New
13.1.1.	Based on Article 273, T.C. Forest Code	280
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13.2.1. } to 13.2.4. }	Do. Article 275 to 277 do.	284, 285 & 278
13.2.5. } to 13.3.4. }	New	New
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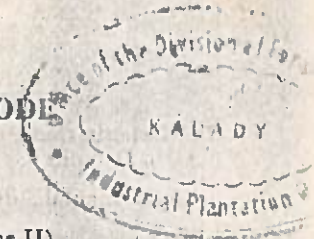
THE KERALA FOREST CODE
VOLUME III

APPENDIX I

(Paragraph 1.2.4. K.F.D.C., Volume II)

List of Major and Minor heads of account pertaining to receipts and disbursements of Forest Department

Major heads	Minor heads
	Revenue heads
L1—Forest	(a) Timber and other produce removed from the forests by Government Agency.
	(b) Timber and other produce removed from the forests by consumers and purchasers.
	(c) Drift and waif wood and confiscated forest produce.
	(d) Miscellaneous.
	(e) Deduct—Refunds.
	Expenditure heads
70 Forest	(a) General Directions.
	(b) Conservancy and works.
	(c) Grants-in-aid, contribution, etc.
119. Capital outlay on forests	(a) Organisation, improvement and extension of forests.
	(b) Communication and buildings.
Q: Loans and advances—	
	II. Loans to Government servants
	(a) House building advance.
	(b) Advance for purchase of motor conveyances.
	(c) Advance for purchase of other conveyances.
	(d) Other advances.
S. Unfunded Debts—	
State Provident Fund	General Provident Fund
	Other Miscellaneous Provident Funds—W.E. Provident Fund.



APPENDIX I—(cont.)

<i>Major heads</i>	<i>Minor heads</i>
T. Deposits and Advances—	Forest Deposits.
Civil Deposits	
Departmental Advances	Civil Advances—
	1. Objection book advance to Gazetted Officers.
	2. Objection book advance to other Officers.
	3. Onam Advances to Gazetted Officers.
	4. Onam Advances to other Officers.
Departmental and similar accounts	Civil Departmental Balance. Forest cash balance.
U. Remittances—	Forest Remittances—
Cash Remittances and adjust- ments between officers render- ing accounts to the same Accountant-General	1. Remittances into treasuries.
	2. Cheques.
	3. Other remittances—
	(i) Items adjustable by Civil.
	(ii) Items adjustable by Forest.
	(iii) Transfers between Forest Officers.
	(iv) Remittances of Earnest Money De- posit.
	(v) Amount allocated from Madras.
	(vi) Miscellaneous Remit- tances.
C. Adjusting Account between Central and State Govern- ments—	
D. Adjusting Account with Rail- ways—	
	1. Southern Railway.
	2. Northern Railway.
	3. Eastern Railway.
	4. Western Railway.
	5. Integral Coach Factory, Perembur.
	6. Central Railway.
	7. South-eastern Railway.
	8. North-eastern Railway.

APPENDIX I—(cont.)

<i>Major heads</i>	<i>Minor heads</i>
S. Adjusting Account with Post and Telegraphs—	
F. Adjusting Account with Defence—	
G. Interstate Suspense Accounts—	
	1. Andhra
	2. Mysore
	3. Assam
	4. Maharashtra
	5. Bihar
	6. Madhya Pradesh
	7. Madras
	8. West Bengal
	9. Uttar Pradesh
	10. Orissa
	11. Punjab
	12. Jammu and Kashmir
	13. Gujarat
	14. Rajasthan
	15. Nagaland
	16. Haryana.

APPENDIX II

(Paragraph 12.2.3., Volume I)

**Rules regulating the Occupation of Forest Bungalows
and Forest Rest Houses**

1. Forest bungalows and forest rest houses are under the direct charge of the Divisional Forest Officer subject to the general control of the Chief Conservator of Forests.
2. Forest bungalows and rest houses are primarily intended for the use of Government officers travelling on duty, and forest officers shall have, at all times preferential claims for their occupation.
3. A forest officer may occupy a bungalow or rest house or portion thereof as a residence with the permission of the Chief Conservator of Forests subject to the rules regarding rent as laid down in the Kerala Financial Code.
4. When a bungalow or rest house is occupied as a residence, the occupant cannot be called on to vacate it, nor can it be occupied by any other person, even if the occupant is temporarily absent from it.
5. The bungalows and rest houses may be occupied by Government officers or members of the general public subject to the

conditions laid down in Rule 6 below; but the Chief Conservator of Forests may, in consultation with the Conservator, reserve any bungalow or rest house for the use of the Government officers either temporarily or permanently.

6. Conditions for occupation of forest bungalows and rest houses:

(i) Rent must be paid at the rates noted below for a day of twenty-four hours counted from the hour of arrival.

	Forest	
	Bungalow Rs.	Camp shed Rs.
(a) Single person ..	0.50	0.25
(b) Married couple or a single person accompanied by a member of his family ..	0.75	0.37
(c) For parties exceeding five in number for a day ..	2.50	1.25

When the minor children of an officer accompany the officer, no additional fees will be charged.

(ii) A day's rent will be charged for an occupation of six hours and more, and half a day's rent for an occupation of less than six hours.

(iii) Half the fees levied for the use of a bungalow or rest houses will be charged for pitching tents in the compound of the building. An officer occupying a bungalow or rest house has a prior claim to the use of the out-houses, motor sheds, and stables attached to them, officers occupying tents in the compound may also use the out-houses, etc. without further charge.

(iv) Rent will be charged only for the days an officer actually stays in a bungalow or rest house or tent in the compound. The date of arrival and despatch of "personal effects" will not affect the charge, provided the personal effects is stored for not more than 24 hours before the arrival or after the departure of the officer. Rent at half rates will be levied for periods in excess of this limit.

(v) An occupation register will be kept at each bungalow or rest house in which all persons staying there shall enter their names, the date, and time of arrival and departure, and the fees paid by them to the person in charge.

(vi) All persons occupying a bungalow or rest house or premises, shall pay the rent due before vacating them. Any case of failure will be brought to the notice of the Chief Conservator of Forests.

(vii) Occupation of a bungalow or rest house by an officer or married couple or a single person accompanied by a member of his

family shall have exclusive right of occupation of one set of rooms only, unless otherwise permitted by the Chief Conservator of Forests.

Note—(1) A Government officer drawing a salary of Rs. 150 and above and up to Rs. 300 shall pay only 75% of the rent fixed above for the building and an officer drawing a salary of less than Rs. 150 shall pay only 50% of the rent. In the case of forest officers, only 50% of the rent fixed for other officers shall be charged.

(2) Government officers occupying forest bungalows and rest houses should note their salary in the occupation register, failing which they will have to pay the full rent fixed as per rules.

(viii) Servants travelling separately from their masters with luggage or horses may have accommodation, provided there is room, and they will be charged half rates.

7. The following shall be sufficient notice to any occupier to vacate a building under occupation:

(a) A Gazetted officer should vacate in favour of another Gazetted officer on receipt of 24 hours notice.

(b) A Non-Gazetted officer should vacate in favour of a Gazetted Officer on receipt of six hours notice and in favour of another Non-Gazetted Officer on receipt of 24 hours notice.

(c) A Non-Official should vacate in favour of an Official on receipt of 6 hours notice and in favour of another non-official on receipt of 24 hours notice.

8. Persons occupying bungalows and rest houses are expected to exercise due consideration and care for the building, furniture and other articles therein and any defacing of walls or wilful damage to or spoiling of furniture etc. will render the occupants liable to expulsion from the buildings besides payment of damages.

9. The watchers in charge of forest bungalows and rest houses are not expected to cater for the occupiers. Any laxity on the part of the watcher in maintaining the building in proper order may be noted in the occupation register.

APPENDIX III

(Paragraph 4.4.4., Volume I)

Powers of officers to grant leave CHIEF CONSERVATOR OF FORESTS

1. To sanction all kinds of leave except special disability and study leave to all officers when no substitutes are required.

2. To make arrangements for additional charge and sanction charge allowance under Rule 53 (b) II & III of Kerala Service Rules.

3. To sanction casual leave to all officers subordinate to him:

CONSERVATOR OF FORESTS

1. To sanction all kinds of leave except special disability leave and study leave to all non-gazetted officers including Rangers under him.
2. To sanction casual leave to all officers subordinate to him.

DIVISIONAL FOREST OFFICER

1. To sanction all kinds of leave except special disability leave and study leave to all non-gazetted officers except Rangers under him.
2. To sanction all kinds of leave up to 30 days except special disability leave and study leave to Rangers when no substitute is required.
3. To sanction casual leave to all officers subordinate to him.

Note:—The Forest Utilisation Officer, Silvicultural Research Officer, Working Plan Officers and all Deputy and Assistant Conservators working independently of a division may exercise these powers.

RANGER

To sanction casual leave to all subordinates under him.

APPENDIX IV

Paragraph	10.4.3. Volume I
	12.4.1. " Volume II
	7.1.2. Volume II

Delegation of powers to Officers in Forest Department

<p><i>Details of items for which powers are provided</i></p> <p>(1)</p> <p>1. Appointments— The appointments are to be made in sanctioned posts subject to Public Service Commission Recruitment Rules</p> <p>2. Transfers and postings</p>	<p><i>Divisional Forest Officer</i></p> <p>(2)</p> <p><i>Conservators</i></p> <p>(3)</p> <p><i>Chief Conservator</i></p> <p>(4)</p>	<p>ESTABLISHMENTS</p> <p>To make appointments in vacancies not exceeding three months duration and below the rank of Lower Division Clerks and Foresters</p> <p>To make appointments in vacancies not exceeding 3 months duration in posts of and below the rank of Upper Division Clerks and Deputy Rangers</p> <p>To make appointments up to and including the lowest gazetted post in each category other than Divisional Forest Officer</p>	<p><i>The power of appointment of Assistant Conservator of Forests, is retained with the Government</i></p> <p>Transfers and postings of all non-gazetted staff within the Circle except Rangers</p> <p>Transfers and postings of all non-gazetted staff within the Circle except in the case of Rangers</p> <p>Transfers and postings of all staff whom he is competent to appoint</p>
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APPENDIX IV—(cont.)

Details of items for which powers are provided

Chief Conservator

Divisional Forest Officer

Conservators

(1)

(2)

(3)

(4)

ESTABLISHMENTS—(cont.)

3. Leave

To sanction all kinds of leave except special disability and study leave to all N.G.Os. except Rangers

Same as that of Divisional Forest Officer, but including Rangers and casual leave to all subordinates

To sanction all kinds of leave except special disability and study leave to all officers when no substitutes are required and casual leave to all subordinates under him

Note.—In the case of Rangers leave up to 30 days can be sanctioned if no substitute is required and casual leave to all subordinates

Note.—Casual leave to all non-gazetted staff in the Circle Office can be sanctioned by the Senior Superintendent of Circle Office

Note.—He can also make arrangements for additional charge and sanction charge allowance under rule 53 (b) (ii) and (iii) K.S.R.

4. Creation of posts—

Post of part time sweepers can be created as per the following scale

Area to be swept

Up to 4000 Sft. 1 Sweeper on Rs. 7+10 p.m.
4000 — 6000 „ 1 Sweeper on Rs. 12+10 p.m.
6000 — 8000 „ 1 Sweeper on Rs. 15+10 p.m.

Post and pay

Nil

Posts on Rs. 7+10 per men-
sem

As per the scale given under Column 3

Paragraphs in K.F.D.C. Volume I	Explanation	Corresponding article in the draft code under revision
(41) See 10.2.1. Volume I	..	New
3.1.1. } 3.1.2. }	New—Based on Chapter I of Bombay Forest Manual, Vol. I and existing position in the Department	..
3.2.1.	Incorporates Article 4, T.C. Forest Code with slight modification	.. 4 & 5 (i)
3.2.2.	Incorporates Articles 5 and 6 (Part) T.C. Forest Code with slight modification	.. 5 (ii)
3.2.3.	Incorporates Article 6 (Part) T.C. Forest Code with slight modification	.. 6 (i) & (ii)
3.2.4.	Incorporates Article 6 (Part) T.C. Forest Code with slight modification	.. 8
3.2.5.	New—Based on draft code sent for revision	.. 8 (A)
3.3.1.	Based on Article 6 (a), Bombay Forest Manual, Volume I and Article 121, 122 and 13 T.C. Forest Code	.. 128+130
3.3.2. } 3.3.3. }	Incorporates provisions of Article 128, T.C. Forest Code and G.O. MS. 458/61/Agri., dated 12-5-1961, etc.	.. New
3.3.4.	New—Incorporates provisions of G.O. MS. 496/61/Agri., dated 11-12-1961	.. „
3.3.5.	New—Based on Article 6 (b) Bombay Forest Manual, Vol. I and Article 90, Madras Forest Code	.. 122
3.3.6.	Incorporates the provisions of Articles 129 and 130 of T.C. Forest Code, 67 & 91 of Madras Forest Code and Article 6 (b) of Bombay Forest Manual, Volume I	.. 129
3.3.7.	New—Based on Article 6 (d), Bombay Forest Manual, Vol. I	.. New
3.3.8.	New—Based on Article 6 (c), Bombay Forest Manual, Vol. I	.. „

Paragraphs in K.F.D.C. Volume I	Explanation	Corresponding article in the draft code under revision
3.3.9.	New—Incorporates existing functions	.. New
3.3.10.	New—Based on Article 6 (h) and (1), Bombay Forest Manual, Volume I and existing functions	.. 119
3.3.11.	New — Based on Article 6 (j), Bombay Forest Manual, Vol. I and existing functions	.. 120
3.3.12.	New — Based on Article 6 (k), Bombay Forest Manual, Vol. I and existing functions	.. 121
3.3.13.	New — Based on Article 67, Madras Forest Code and Article 7, Bombay Forest Manual, Volume I	.. 95 (ii) & (iv) & 124
3.4.2.	New — Based on G.O. MS. 565/65/Agri., dated 29-9-1965	.. New
3.4.3.	New—Based on Article 7, Bombay Forest Manual, Volume I	.. ..
3.4.4.	Do.	.. ..
4.1.1.	Incorporates Article 9, T.C. Forest Code with slight modification	.. 9
4.1.2.	Incorporates Article 10, T.C. Forest Code and Article 5 (Part), Madras Forest Code with slight modification	.. 10
4.1.3.	Incorporates Article 11, T.C. Forest Code and Article 5 (Part), Madras Forest Code	.. 11
4.1.4.	Incorporates Article 12, T.C. Forest Code and Article 7 of Madras Forest Code with slight modification	.. 12 (part)
4.1.5.	New — Based on Article 106, K.F.C.	.. New
4.2.1.	Incorporates Article 14, T.C. Forest Code with modifications	.. 13
4.2.2.	Incorporates Article 16, T.C. Forest Code with modifications	.. 14
4.2.3.	New — Based on K.F.C. Article 75—83	.. 16
4.2.4.	Incorporates Article 15, T.C. Forest Code modified	.. 12 (part)

Paragraphs in K.F.D.C. Volume I	Explanation	Corresponding article in the draft code under revision
4.2.5.	New—Based on Appendix 4, K.F.C.	.. New
4.2.6.	New—Based on G.O. Fin. E.D. 42635/58, dated 7-8-1958	.. 15
4.2.7.	Do.	.. 15
4.3.1.	Article 18, T.C. Forest Code and Article 16, Madras Forest Code modified	.. 24 (i)
4.3.2.	Article 17, Madras Forest Code modified and Indian Forest Service Recruitment Rules, 1967	.. New
4.3.3.	Article 18, Madras Forest Code modified	.. 24 (ii)
4.3.4.	Article 18, T.C. Forest Code and Article 19, Madras Forest Code modified	.. 24 (iii)
4.3.5.	New—Based on Kerala State and Subordinate Service Rules	.. 24 (iv)
4.3.6.	Do.	.. 24 (v)
4.3.7.	New — Existing arrangements incorporated	.. 24 (vi)
4.3.8.	Article 20, Madras Forest Code modified	.. 25
4.4.1.	New—Based on Kerala State and Subordinate Service Rules	.. 26
4.4.2.	Do.	.. 29
4.4.3.	Do.	.. 30
4.4.4.	Article 35, T.C. Forest Code and Appendix 4, Madras Code modified	.. 32
4.4.5.	Article 34 do.	.. 31
4.5.1.	Article 42 do.	.. 28
4.5.2. } 4.5.3. }	Article 41 do.	.. 33
4.5.4.	New—Based on Secretariat Office Manual Rules, 348 and 349	.. 134
4.5.5.	Article 113, Madras Forest Code and Article 162, T.C. Forest Code modified	.. 153
4.6.1.	New	.. 157

Paragraphs in K.F.D.C. Volume I	Explanation	Corresponding article in the draft code under revision
4.6.2.	Article 31 of T.C. Forest Code and Article 117, Madras Forest Code modified	.. 27
4.6.3.	Article 117 do.	.. 154
5.1.1.	Article 44 and 45 T.C. Forest Code modified	.. 35
5.2.1.	Article 46 do.	.. 36
5.3.1.	Article 56 do.	.. 37
5.4.1.	New—Based on K.S.R. Part II, Rules 77, 78 and 79	.. 38 (i)
5.4.2.	Do.	.. 39
6.1.1.	Article 14, T.C. Forest Code modified	.. 135
6.2.1. } to } 6.2.8. }	Articles 144 to 146, T.C. Forest Code and Articles 97 to 102, Madras Forest Code modified	136
6.3.1. } to } 6.3.5. }	New—Based on Article 93, K.F.C. and Article 144, T.C. Forest Code	.. 137
6.4.1. } to } 6.4.4. }	Article 117 (Part), T.C. Forest Code and Article 101, Madras Forest Code modified	.. 138
6.5.1. } to } 6.5.5. }	Article 117, T.C. Forest Code and Article 102, Madras Forest Code modified	.. 139 & 140
7.1.1.	Article 124, T.C. Forest Code modified	.. 132 & 96 (i) & (ii)
7.1.2.	Article 139 do.	..
7.1.3. } 7.1.4. } 7.1.5. }	New—Based on Manual of Office Procedure	.. 126 & 99, 100 (ii) & (iii)
7.2.1.	New—Manual of Office Procedure	.. 100 & 125
7.2.2.	Do.	.. 101 & 334
7.2.3.	Article 79, Madras Forest Code modified	.. 102
7.2.4.	Articles 127 and 140 of T.C. Forest Code modified	.. 103
7.2.5.	Based on Secretariat Manual	.. 103-A
7.2.6.	Based on Manual of Office Procedure	.. 104

Paragraphs in K.F.D.C. Volume I	Explanation	Corresponding article in the draft code under revision
7.2.7.	Articles 132 and 133, T.C. Forest Code modified	.. 105
7.2.8.	Article 138 do.	.. 106
7.2.9.	Article 141 do.	.. 107
7.3.1. } to } 7.3.3. }	Article 142, T.C. Forest Code modified	.. 108
7.3.4.	Do.	.. 109
7.3.5.	Do.	.. 335
7.4.1.	Article 133 do.	.. 110
7.5.1. } 7.5.2. } 7.5.3. } 7.5.4. }	Article 135, T.C. Forest Code modified	114 111 112 113
7.6.1. } 7.6.2. } 7.6.3. }	Article 131, T.C. Forest Code modified	116 116 115
7.7.1. } 7.7.2. }	Article 136, T.C. Forest Code modified	.. 118
8.1.1. } 8.1.2. } 8.1.3. } 8.1.4. } 8.1.5. } 8.1.6. }	Article 278, 279, 280, 282 of T.C. Forest Code and Article 151 to 156 of K.F.C. modified with reference to circulars and orders issued from time to time	148 & 149 150 151 152 152 290
8.2.1. } 8.2.2. } 8.2.3. }	Do.	287 288 292
8.2.4.	New points from inspection-based on the nature of work and records	.. New
8.2.5.	New Do.	.. 122
8.3.1. } 8.3.2. } 8.3.3. } 8.3.4. }	Article 280 and 282, T.C. Code modified with reference to subsequent orders and circulars on the subject	289 129 & 151 98
8.3.5. } 8.3.6. } 8.3.7. }	Article 280 and 282, T.C. Code modified with reference to subsequent orders and circulars on the subject	New 123 292 (iii)
9.1.1.	Article 57 of T.C. Forest Code revised	.. 40
9.1.2. } 9.1.3. }	Article 58 do.	.. 40

Paragraphs in K.F.D.C. Volume I	Explanation	Corresponding article in the draft code under revision
9.2.1.	Article 59 of T.C. Forest Code revised	41
9.2.2.	Articles 60 and 61 do.	42
9.2.3.	Article 62 do.	43
9.2.4.	Article 60, part of T.C. Forest Code and Article 34, Madras Forest Code modified	44
9.3.1. } 9.3.2. }	Article 63, T.C. Forest Code and Article 35, Madras Forest Code slightly modified	45
9.3.3.	Article 64, T.C. Forest Code slightly modified	46
9.3.4.	New-modelled on Article 54, T.C. Forest Code	47
9.3.5.	Article 65, T.C. Forest Code slightly modified	48
9.3.6.	See 10.2.9.	
9.3.7.	Part of Article 63 and 64 of T.C. Forest Code	45A, 46A and 48(ii)
9.3.8.	Based on Draft Code sent for revision	48A
9.3.9.	Article 66 of T.C. Forest Code slightly modified	48(ii)
9.4.1.	Article 67 do.	49
9.4.2.	Article 68 and 69 do.	50 and 51
9.4.3.	Article 70 do.	53
9.4.4. } 9.4.5. }	Article 71 do.	52
9.4.6.	New Based on Draft Code sent for revision	51
9.4.7.	Article 72 T.C. Forest Code sent for revision	54
9.4.8.	New Based on Draft Code sent for revision	55
10.1.1. } 10.1.2. } 10.1.3. } 10.1.4. } 10.1.5. }	Article 73, T.C. Forest Code and Article 38, Madras Forest Code slightly modified and also incorporates the prescriptions of G.O. Rt. 1655/66/Agri., dated 14-7-1966	56 56 57 57 56

Paragraph in K.F.D.C. Volume I	Explanation	Corresponding article in the draft code under revision
10.2.1.	Article 75, T.C. Forest Code and Article 39, Madras Forest Code modified with reference to Bombay Forest Manual	307
10.2.2.	Article 74 and 84, T.C. Forest Code slightly modified	306, 308, 317 & 318
10.2.3.	Article 85 do.	319
10.2.4.	Article 86 do.	320
10.2.5.	Article 87 do.	321
10.2.6. } 10.2.7. } 10.2.8. } 10.2.9. } 10.2.10. }	Article 88 do.	322, 323
10.2.11.	Article 89 and 90 do.	326 and 327
10.3.1.	New-based on actual working	168 (modified)
10.3.2.	Article 194, T.C. Forest Code revised	169A.
10.4.1. } 10.4.2. }	New-based on K.P.T.A. Code Article 5 and 54	187
10.4.3.	Reference to Appendix detailing powers	173
10.5.1.	Article 196, T.C. Forest Code revised	178
10.5.2.	Article 203 do.	179
10.5.3.	Article 208 do.	181
10.5.4.	Article 197 (Part) do.	171A.
10.5.5.	Based on P.W.D. Code and Article 186 K.F.C.	New
10.5.6.	Article 209, T.C. Forest Code revised	182
10.5.7.	Based on Article 183, Kerala Financial Code	174
10.5.8. } 10.5.9. }	Article 210, T.C. Forest Code revised	183
10.5.10.	Based on P.W.A. Code, Article 429 and Article 184 K.F.C.	179(iv)
10.5.11.	Based on existing practice	203
10.6.1. } 10.6.2. }	Article 213, T.C. Forest Code revised	188 189A

Paragraphs in K.F.D.C. Volume I	Explanation	Corresponding article in the draft code under revision
10.6.3.	Article 13, T.C. Forest Code revised	
10.6.4.	Article 206, 214 do.	171 & 192
10.6.5. } 10.6.6. }	Article 205, T.C. Forest Code and Article 193 and 194 K.F.C.	175 176
10.6.7.	New-Based on Draft Code sent for revision	177
10.6.8.	New-Based on P.W.D. practice	New
10.6.9.	Article 206, T.C. Forest Code revised	New
10.7.1. } 10.7.2. } 10.7.3. }	Article 215, T.C. Forest Code revised	190
10.7.4. } 10.7.5. } 10.7.6. } 10.7.7. }	Article 213, T.C. Forest Code revised and 187 K.F.C.	189
10.7.8. } 10.7.9. } 10.7.10. } 10.7.11. }	Based on K.F.C., Article 151 and 152	New
10.8.1. } 10.8.2. }	Article 214, T.C. Forest Code revised	191 192
10.8.3.	Article 191, K.F.C.	194
10.8.4.	Article 60, K.F.C.	195 & 179
10.9.1. } 10.9.2. } 10.9.3. }	Based on relevant provisions of the K.F.C., K.P.W.A. Code and other orders on the subject	196 196 197
10.9.4. } 10.9.5. } 10.9.6. }		198 198 199
10.9.7.		New
10.9.8.		200
10.10.1. } 10.10.2. } 10.10.3. }	Based on relevant provisions of the K.F.C., K.P.W.A. Code and other orders on the subject	202 193 201
10.11.1. } 10.11.3. } 10.11.4. }		185 184 205
10.11.5.	Article 261, T.C. Forest Code revised	203

Paragraphs in K.F.D.C. Volume II	Explanation	Corresponding article in the draft code under revision
4.1.1.	Article 191, T.C. Forest Code and K.P.W.A. Code, Article 117	225
4.1.2. } 4.1.3. } 4.1.4. } 4.1.5. }	Based on Article 118, K.P.W.A. Code and existing practice	225 228 New New
4.2.1. } to 4.2.4. }	Based on Rules 90 and 97, K.T.C. and Article 104, K.P.W.A. Code	New 222
4.2.5.	Based on Rule 95, K.T.C.	New
4.2.6.	New	New
4.2.7.	Based on Article 225 (ii), T.C. Forest Code	231
4.3.1.	Based on Rule 6, K.T.C.	228
4.3.2.	Based on Article 225, T.C. Forest Code	231
4.3.3.	Based on Article 226, T.C. Forest Code	245
4.3.4.	New	245 & 331
4.3.5.	Based on Rule 103, K.F.C.	230
4.3.6.	Based on Rule 97, K.T.C.	New
4.3.7.	Based on Article 224, T.C. Forest Code	New
4.4.1.	Based on Article 252, T.C. Forest Code	226 & 267
4.4.2.	Do.	227
4.4.3.	Based on Article 263, T.C. Forest Code	New
4.4.4.	Based on Article 255, T.C. Forest Code	268
4.4.5.	Based on K.P.W.A. Code	New
4.4.6.	Based on Article 258, T.C. Forest Code	269
4.4.7.	Based on Article 257, T.C. Forest Code	270
4.4.8.	Based on Article 259, T.C. Forest Code	271
4.4.9.	Based on Article 260, T.C. Forest Code	273
4.5.1. } to 4.5.4. }	Based on Article 254, T.C. Forest Code	241 & 222
4.5.5.	Based on K.P.W.A. Code, Article 150	New

MEMORANDUM OF EXPLANATORY OF
EACH PARAGRAPH IN THE KERALA
FOREST DEPARTMENT CODE

Volume II

Paragraphs in K.F.D.C. Volume II	Explanation	Corresponding article in the draft code under revision
1.1.1. } 1.1.2. }	Based on Article 221 and 222 of T.C. Forest Code and existing position in the T.C. area	.. New
1.2.1.	Based on Article 29 and 175, K.F.C.	.. New
1.2.2. } 1.2.3. }	Based on Article 224 to 288, T.C. Forest Code	.. New
1.2.4.	Based on Madras Account Code, Volume III, Article 240	.. New
1.2.5.	Based on Article 194, T.C. Forest Code and G.O.(P) 206/65/Fin., dated 22-6-1965	.. New
2.1.1. } to } 2.1.4. }	Based on existing position in T.C. Area and P.W.A. Code	.. 293
2.2.1. } to } 2.2.5. }	Based on Article 54 and 57 K.F.C.	.. New
2.3.1. } to } 2.4.6. }	Based on Article 285, 286 and 287, T.C. Forest Code	.. 294 to 302
3.1.1.	Based on Article 167, T.C. Forest Code	.. 158
3.1.2.	Based on Article 47, K.F.C.	.. 171 (Part)
3.1.3.	Based on K.P.W.A. Code Article 101 (b)	.. New
3.2.1.	Based on Article 179, T.C. Forest Code	.. 162
3.2.2.	Based on Article 206, T.C. Forest Code	.. 177 (Part)
3.2.3.	Based on Article 173, T.C. Forest Code	.. 177 (Part)
3.3.1. } to } 3.4.2. }	Based on Article 184 and 185, T.C. Forest Code and Kerala Budget Manual, Para 78	.. 160, 161 and 165 to 167
3.5.1.	Based on Article 207, T.C. Forest Code and Article 47 (b), K.F.C.	.. 180

the sale proceeds should not be less than the seigniorage value

(ii) To confirm auction sales of timber and other forest produce up to Rs. 10,000 provided that the rates fetched are not less than the average of the three previous sales conducted in the depot or 75 per cent of the schedule rates which ever is higher. If, in the case of any species, there has been no sale during the year, at least 75 per cent of the schedule rates should be obtained. Copies of the confirmation orders passed by the Divisional Forest Officer should be submitted to the Conservator of Forests

(iii) To confirm auction sales of timbers and other forest produce

(iii) To confirm auction sales of timber and other forest produce subject to the conditions prescribed in column 2. Copies of the confirmation orders passed by the Conservator of Forests should be sent to the Chief Conservator of Forests

4. Contingencies—Non-recurring

To sanction non-recurring contingent expenditure up to Rs. 200 in each case subject to budget provision, adhering to general rules in Appendix 4 of Kerala Financial Code, Vol. II

To incur non-recurring contingent expenditure up to Rs. 500 in each case subject to budget provision adhering to general rules in Appendix 4 of Kerala Financial Code, Vol. II

APPENDIX IV—(cont.)

Divisional Forest Officer

Conservators

Chief Conservator

Details of items for which powers are provided

- (1)
5. Disposal of buildings, stores, etc.
- (i) To sanction sale or disposition of buildings or portions thereof when the book value does not exceed Rs. 500 in each case and
- (ii) To dispose of unserviceable articles of stores in auction up to Rs. 250 at a time subject to an annual limit of Rs. 2,000 following rules in Articles 165-166 of Kerala Financial Code
- (2) Works—(cont.)
- (i) To sanction sale or disposition of buildings or portions thereof when the book value does not exceed Rs. 500 in each case and
- (ii) To dispose of unserviceable articles and stores in auction up to a book value of Rs. 300 in each case subject to an annual limit of Rs. 5,000 following rules in Articles 163-168 of Kerala Financial Code
- (3) To sanction sale or disposition of buildings or portions thereof when the book value does not exceed Rs. 5,000
- (4) To sanction hiring of private elephants subject to budget provision
6. Elephant hiring of (private elephants should be engaged only when Government elephants are not available. A certificate showing the circumstances which led to the non-availability of

produced to audit by the authority giving sanction to hire the elephants)

7. Estimates—Sanctioning of

- (i) To sanction estimates up to Rs. 500 in each case for digging pits and for capture and up-keep of elephants and works connected therewith, till the elephants are trained provided the works are included in an approved scheme and there is budget provision
- (ii) To accord technical sanction for estimates up to Rs. 10,000 under organisation, improvement and extension of forests (Demarcation and Survey)
- (i) To sanction estimates up to Rs. 10,000 for digging pits and for capture and up-keep of elephants and works connected therewith till the elephants are trained provided the works are included in an approved scheme and there is budget provision
- (ii) To sanction estimates under organisation, improvement of forests (a) For working plans, valuation, survey, etc. which is chargeable to demarcation, survey, etc., and (b) For works in all plantations chargeable to sowing and planting subject to budget provision
- (i) To sanction estimates up to Rs. 25,000 for digging pits and for capture and up-keep of elephants and works connected therewith till the elephants are trained provided the works are included in an approved scheme and there is budget provision
- (ii) To sanction estimates (a) chargeable to demarcation, survey, etc. relating to the working plans, valuation, etc., under organisation, improvements and extension of forests and (b) relating to works in all plantations chargeable to planting and sowing under organisation, improvement and extension of forests

Details of items for which powers are provided

APPENDIX IV—(cont.)

Divisional Forest Officer

Conservators

Chief Conservator

(1)

(2)

(3)

(4)

7. Estimates—Sanctioning of—(cont.)

Works—(cont.)

(i) To sanction estimate for purchase of land, compensation for land or for extinction of forest rights, payment of pleaders fee, etc., connected with forest settlements up to Rs. 250 in each case

(ii) To sanction estimates up to Rs. 5,000 for purchase of land, compensation for land or for extinction of forest rights, payment of pleaders fee, etc., connected with forest settlement

(iii) To sanction estimates up to Rs. 5,000 for the purposes given in columns 2 and 3

(ii) To sanction estimate up to Rs. 7,000 for purchase of live-stock and purchase of and repairs to tools and plants, office and rest House furniture, etc., provided the individual items are included in a Forest Scheme which has already received the general approval of Government and for which there is budget provision

To sanction estimates up to Rs. 25,000 for the purchase and repair of stores, tools and plants, live-stock office and rest house furniture subject to the conditions given in column 2

14

8. Execution of agreements

(i) All contracts relating to departmental working and supply or purchase of timber and other forest produce as defined in the Forest Act by consumers and purchasers

(i) all contracts relating to departmental working and supply or purchase of timber and other forest produce as defined in the Forest Act by consumers and purchasers

To execute (i) instruments relating to contracts for departmental working and supply to or purchase by consumers and purchasers of timber and other forest produce as defined in the Forest Act

(ii) All kinds of lease of lands for cultivation, lease of lands for taungya re-generation, lease of usufructs of trees and forest produce

(ii) As in column 2

(ii) Instruments for lease of lands for cultivation or taungya, regeneration and lease of usufructs of trees and forest produce

(iii) All contracts relating to the execution and maintenance of works connected with roads, bridges or buildings and all other contracts of a miscellaneous nature such as exercising right of way or watercourse within reserve forests or lands at the disposal of the Government

(iii) As in column 2

(iii) As in column 2

15

Details of items for which powers are provided

Divisional Forest Officer

Conservators

Chief Conservator

(1)

9. Extension of period of contracts/leases

Works—(cont.)

To grant extensions to contracts for supply and sale of timber from forests, in all cases where the agreements provide for extensions of the period of contract with penalty for a period of one month. Where the agreements provide for extension but no penalty is provided, sanction should be obtained from Government in the Administrative Department.

(2)

To grant extensions to contracts for supply and sale of timber from forests, in all cases where the agreements provide for extensions of the period of contract with penalty for a period of three months including the extension sanctioned by the Divisional Forest Officer. When the agreements provide for extension but no penalty is provided, sanction should be obtained from the Government in the Administrative Department.

(3)

To sanction extension of the period of contracts for supply and sale of timber from Forest areas (viz. supply and sale coupe contracts) with or without penalty up to a period of six months including the extension sanctioned by subordinate Officer if there is specific provision for the grant of extension of the period of contract in the agreement executed by the Contractor.

(4)

9. (a)

(i) To sanction extension of period of taungya leases originally sanctioned by Government or Chief Conservator of Forests up to six months after the expiry of the original lease period. All further extensions should be reported to Government for prior sanction.

(ii) To extend the period of taungya lease by negotiation, up to one year after the expiry of the period of original lease, subject to the condition that all further extensions being reported to Government for prior sanction.

10. Removal of timber bid in auction.

(i) Cases in which the price of timber has been paid in full within the prescribed period:—The Divisional Forest Officers are empowered to grant extension of time over and above the period provided in the notice of sale itself. For the extra period, ground rent at twice the rate leviable for the second month will be charged. Timber will not be permitted to be removed from the depots under any circumstances unless the ground rent due is paid. If the timber remains in the depot for six months from the date of the sale, the

APPENDIX IV—(cont.)

Details of items for which powers are provided

(1)

Divisional Forest Officer

(2)

WORKS—(cont.)

10. Removal of timber bid in auction—(cont.)

Divisional Forest Officer should take immediate steps to reacquire the timber, deduct the demurrage charges and expenses of sale and deposit the balance in a civil deposit account in the name of the party concerned. For the period in excess of six months, ground rent will be levied at three times the rate leviable for the first month. If before a re-sale is concluded, the party pays all the amounts due including the sale charges where steps have been taken to sell the timber, then the party may be allowed to remove the

timber forthwith and the re-sale proceedings wotted up.

(ii) Cases in which the price of timber has not been paid in full within the prescribed period:—The

Divisional Forest Officers are empowered to give 15 days extra time to pay the amount by levying penal interest at 12 per cent per annum. If the balance amount is not paid within the extra period of 15 days along with all interest, ground rent and other charges, if any, due, the Divisional Forest Officer should take immediate steps to recall the timber. There should be no delay in initiating re-sale proceedings on any ground.

11. Kudivila-payment of. To sanction payment of Kudivila up to Rs. 100 in each case subject to budget provision.

Chief Conservator

(4)

Conservator

(3)

- To sanction payment of Kudivila up to Rs. 500 in each case, subject to budget provision. To sanction payment of Kudivila subject to budget provision.

APPENDIX IV—(cont.)

Details of items for which powers are provided (1) *Divisional Forest Officer* *Conservators* *Chief Conservator*

(1)

(2) *WORKS—(cont.)*

(3)

(4)

12. Lease

To grant lease under the taungya system where the lease amount does not exceed Rs. 10,000 in each case.

To grant lease under the taungya system up to Rs. 25,000 in each case.

To grant lease for cultivation under the taungya system where the lease amount does not exceed Rs. 25,000 in each case.

13. (a) Books (Condition in item 11, Appendix 4 of Kerala Financial Code Vol. 11 should be satisfied)

To sanction purchase of reference books published by Government and guide books of the Railways and Posts and Telegraphs Departments subject to budget allotment.

To sanction purchase of reference books required for the office of the Conservator of Forests and for subordinate offices subject to budget allotment.

(b) Furniture. (The standard prescribed in Appendix I Kerala Financial Code Vol. II should be followed)

To sanction purchase of furniture from any Government agency up to Rs. 250 in each case observing Stores Purchase Rules.

To sanction purchase of furniture from Government agencies up to Rs. 500 in each case subject to budget provision and observing Stores Purchase Rules.

(c) Stationery

To sanction purchase of stationery articles locally in urgent and unforeseen cases up to Rs. 15 in each case

To sanction local purchase of stationery articles up to Rs. 25 in each case and an annual limit of Rs. 100

(d) Stores

To sanction purchase of stores up to Rs. 250 at a time subject to budget provision, observing Store Purchase Rules.

subject to annual limit of Rs. 50.

observing Stores Purchase Rules.

To sanction purchase of stores up to Rs. 1,000 at a time subject to budget provision, observing Stores Purchase Rules.

(e) Refund

To sanction refunds relating to items of forest revenue due to cancellation of sales up to Rs. 1,000 in each case.

To sanction refund relating to items of forest revenue due to cancellation of sales.

(Same as in column 3)

(f) Remission of revenue

To sanction remission of revenue necessitated by floods, droughts or other natural calamities and death of individuals up to an annual limit of Rs. 500.

To sanction remission of revenue necessitated by floods, droughts or other natural calamities and death of individuals up to an annual limit of Rs. 500.

To sanction remission of revenue on proper ground up to an annual limit of Rs. 3,000.

(g) Supply of specimens

To prepare survey reports before dismantling old unserviceable buildings the cost of which does not exceed Rs. 2,500 in each case.

To prepare survey reports of old and unserviceable buildings the capital cost of which does not exceed Rs. 10,000

To sanction the supply of specimens of wood and other forest produce free of cost for advertisement, experiments or study and investigation up to an annual limit of Rs. 2,000.

(h) Survey Reports

—Preparation of

To prepare survey report before dismantling old and unserviceable buildings the capital cost of which does not exceed Rs. 25,000.

To prepare survey report before dismantling old and unserviceable buildings the capital cost of which does not exceed Rs. 25,000.

APPENDIX IV—(cont.)

Divisional Forest Office

Chief Conservator

Conservators

(4)

(1)

(2)

(3)

WORKS—(cont.)

14. Write off—sanction for
(a) Irrecoverable arrears of revenue

Up to Rs. 100 in each case.

Up to Rs. 250 in each case subject to annual limit of Rs. 1,000.

Up to Rs. 50 in each case.

Up to Rs. 500 in each case.

(b) Other irrecoverable amounts, if irrecoverable, awarded to the officers under the control of the Divisional Forest Officer in civil suits in which the defence of the officer has been sanctioned at public expense.

(c) Deficit on account of drainage and wastage.

Up to Rs. 50 in each case and annual limit of Rs. 500.

Up to Rs. 250 in each case and annual limit of Rs. 2,500.

(d) Value of timber and other forest produce, livestock, unused or damaged permit forms, stores, tools and plant or furniture.

Up to Rs. 50 in each case and annual limit of Rs. 500.

Up to Rs. 250 in each case and annual limit of Rs. 1,000.

Up to Rs. 500 in each case and annual limit of Rs. 5,000.

Up to Rs. 500 in each case and annual limit of Rs. 5,000.

(e) Irrecoverable value of stores or disposal of surplus stores

Up to Rs. 50 in each case and annual limit of Rs. 500.

Up to an annual limit of Rs. 1,000.

15. Works:

(1) Administrative and technical sanction
(a) To give administrative and technical sanction for construction of roads and buildings except in Corporation and Municipal limits subject to the condition that P. W. D. Schedule of rates should be followed and that the type design is approved by the P. W. D.

Up to Rs. 10,000 in each case Up to Rs. 20,000

(i) To accord administrative sanction for all civil works including road works up to a monetary limit of Rs. 2 lakhs in each case subject to the condition that no bridges above ten feet span will be constructed by the Forest Department.

(ii) To accord technical sanction in all cases for which previous administrative sanction has been accorded by the competent authority.

(iii) To sanction all usual payments on account of maintenance expenditure except under sowing and planting, provided budget allotments are not exceeded.

Note:—Every order sanctioning write off should be communicated to the Accountant-General.

Details of items for which powers are provided

APPENDIX IV—(cont.)

Divisional Forest Officer

Chief Conservator

Conservators

(1)

15. Works:—(cont.)

(b) To accord administrative sanction for silvicultural works:

(c) To accord technical sanction for works in plantations characterable to sowing and planting.

16. Execution:

(a) To sanction departmental execution of silvicultural works such as sowing and planting, weeding, manuring, nursery, seed collection, collection of museum specimens, thinning of plantations, collection of poles, and survey and demarcation and boundary clearance works connected

(2)

WORKS—(cont.)

(3)

Up to Rs. 10,000 in each case

Up to Rs. 10,000 in each case subject to budget provision

Up to Rs. 2,000 in each case subject to budget provision

(4)

Up to Rs. 25,000

To sanction all usual payments on account of maintenance expenditure except under sowing and planting subject to budget provision.

Up to Rs. 5,000 in each case

Full powers.

with elephant capturing operations.

(b) To execute water supply and electrification works of the forest buildings according to estimates prepared by the Public Works Department.

(c) Departmental execution when no tenders are received.

Up to Rs. 500 in each case

Up to Rs. 1,000 in each case

Up to Rs. 2,000

To sanction departmental extension of all works for which there is no response at open auction or tender up to Rs. 10,000 provided that all works other than regeneration works, for which there is no response at open auction or tender after due publicity according to rules, will be re-tendered and when it is found that even after re-tendering the work there is no response, or if the tendered amount is in excess of the estimated amount (at schedule rates) on either of the occasions the work in question may be taken up for departmental execution, provided the expenditure for completion of the work will be limited to the estimated

All works other than regeneration works for which there is no response at open auction or tender after giving due publicity according to rules, will be re-tendered and when it is found that even after re-tendering the work there is no response, or if the tendered amount is in excess of the estimated amount (at schedule rates) on either of the occasions the work in question may be taken up for departmental execution, provided the expenditure for completion of the work will be limited to the estimated

3/7-4
17. Renting of private buildings.

To sanction departmental execution of works

To sanction renting of private buildings and lands the rent of which does not exceed Rs. 50 per mensem in each case subject to the condition that the reasonableness of the rent should be certified by the Public Works Department or the Revenue Department as the case may be.

Works costing less than Rs. 100

Works costing up to Rs. 2,500

18. Excess over estimate

To sanction excess over original estimates up to ten per cent

To sanction excess over estimates up to 15 per cent of the amounts of the original estimates both in the case of administrative and technical sanction.

19. Deviation from Working Plans.

20. To sanction estimates under '70 (b) Sub-para.

Up to Rs. 1,000 in each case

Up to Rs. 5,000 in each case

To sanction deviation from working plans not involving revision of principles.

(4)

amount (at schedule rates) less contractor's profit, if any, included in the estimate. In respect of regeneration works where the time factor counts most, departmental execution may be resorted to if there is no response at open auction or tender after giving due publicity according to rules or if the tendered amount is in excess of the estimated amount (at schedule rates) provided that the expenditure for the completion of the work will be limited to the estimated amount (at schedule rates) at the time of sanctioning the estimate.

(5)

the expenditure for the completion of the work will be limited to the estimated amount (at schedule rate) less contractor's profit if any, included in the estimate. In respect of regeneration works, where time factor counts most, departmental execution may be resorted to if there is no response at open auction or tender after giving due publicity according to rules or if the tendered amount is in excess of the estimated amount (at schedule rates) provided that the expenditure for the completion of the work will be limited to the estimated amount (at schedule rates) at the time of sanctioning the estimate.

(2)

WORKS—(cont.)

(1)

16. Execution—(cont.)

Chief Conservator

Conservators

APPENDIX IV—(cont.)

Divisional Forest Officer

Details of items for which powers are provided

(2) Same as in Column 2. Subsequently disallowed by Government. In cases when the Government so order after the officer had made all arrangements, cancellation charges, if any, paid by the officer will be borne by the Government. This benefit is extended to Heads of Departments also on their furnishing appropriate certificates.

Same as in the case of Conservator, in respect of which the Chief Conservator of Forests is competent to accord technical sanction.

(2) Same as in Column 2.

Same as in the case of Divisional Forest Officer in respect of which the Conservator is competent to accord technical sanction.

23. Powers to seize and demolish buildings for fixing standard rates. (Partly covered.)
 Ranger are to rank below the Forest Officers (Forest Officers' powers and documents).
 24. To fix standard rates for buildings.
 To demolish buildings for which the Forest Department is responsible under the Act.
 Section of motor vehicle or person in charge of a motor vehicle produced by any person employed by the Government for any purpose connected with the construction of buildings for the Forest Department which are not in accordance with the technical sanction of the Public Works Department in fixing the standard rates should be adopted by him.

APPENDIX IV—(cont.)

Divisional Forest Officer

Conservators

Chief Conservator

Details of items for which powers are provided

(1)

Works—(cont.)

(2)

(3)

(4)

21. Investigation of arrears claims.

Note:—Time barred claims to be dealt with as per rules in the Kerala Financial Code.

22. Tours outside the State.

To sanction investigation by the Accountant General of arrears claims, arising within the circle, which are not more than three years old, in cases in which he is not the drawing officer.

Claims not more than five years old.

To sanction journeys of the subordinate officers in the adjoining district of neighbouring States
 To go to the adjoining districts of neighbouring States on Government business after intimating Government
 To sanction advance T. A. to subordinate officers 15 days before the date of actual journey on condition that the amount will be refunded immediately, if the journey is

APPENDIX IV—(cont.)

Details of items for which powers are provided	Divisional Forest Officer	Conservators	Chief Conservator
(1)	(2)	(3)	(4)
25. Fixing headquarters and shifting offices.	WORKS—(cont.)	..	To detach officers from one office and fix another office as their headquarters as a working arrangement, for a period not exceeding six months, depending on the exigencies of public service. In such instances he is empowered to authorise the payment of travelling allowance and meet M. O. commission for sending their pay when found necessary.

Powers delegated to the Administrative Officer

Name of power	Extent	Remarks
Contingencies non-recurring	To sanction non-recurring contingent expenditure up to Rs. 250 in each case subject to budget provision.	The general rules in Appendix 4 of Kerala Financial Code, Vol. II should be followed.
Disposal of unservicable articles in auction	To exercise the same powers as the Chief Conservator of Forests.	The maximum limit prescribed should be applied concurrently for sanctions accorded by the Administrative Officer and the C.C.F.
Investigation of arrear claims	To sanction investigation of arrear claims by the Accountant-General of all officers of the Department and those under contingencies which are not more than 5 years old excepting time barred claims.	do.
Petty construction, maintenance and repairs to Government buildings	To sanction petty construction, maintenance and repair works on at proper estimate up to Rs. 1,000 in each case, without reference to the P.W.D.	do.
Provident Fund	To sanction temporary withdrawals from Provident Fund deposits by subordinates which are permissible according to normal rules and to sanction withdrawals up to Rs. 1,000 in each case in cases where the advances are sanctioned for special reasons under the rules	do.
Printing	To sanction printing of publicity literature, pamphlets, circulars, etc., in the Government Presses subject to the condition that care should be taken to see that sufficient number of copies are got printed in the first print itself.	do.

Powers delegated to the Administrative Officer—(cont)

Name of power

Extent

Remarks

Purchase
1. Books

To sanction purchase of books for the use of the Department subject to budget provision.

The rules in item 11, Appendix 4, Kerala Financial Code, Vol. II should be followed.

2. Furniture

To sanction purchase of furniture locally up to a maximum limit of Rs. 500 in each case, subject to budget provision observing Stores Purchase Rules when the Government agency is able to effect the supply in time.

The standard prescribed in Appendix I should be followed.

3. Stationery

To sanction purchase of stationery articles locally in urgent and unforeseen cases up to a limit of Rs. 50 in each case subject to a maximum of Rs. 250 per year

Stores Purchase Rules should be observed.

Refund

To sanction refund of forest revenue due to cancellation of sales

Renting of private buildings

To sanction hiring of private buildings the rent of which does not exceed Rs. 20 per mensem

The conditions in item 45 Appendix 4 of Kerala Financial Code Vol. II should be satisfied.

Write off

1. Irrecoverable arrears of revenue

To sanction write off of irrecoverable arrears of revenue up to Rs. 50 in each case and Rs. 1,000 in a year

Every order sanctioning write off should be communicated to the Accountant-General.

2. Other irrecoverable amounts

To sanction write off of irrecoverable value of stores up to an annual limit of Rs. 5,000

do.

APPENDIX V

(Paragraph 7. 2. 7 and 9. 4. 5., Volume I)

Rules for the Registration and Storage of Forest maps in Divisional Forest Offices

1. The following form of register for the receipt and distribution of forest maps is prescribed. Each map or sheet must be given a separate page in the register and where maps are very numerous a separate register may be maintained for each range or each large group of reserve.

Sheet No.	Range				Forest					Remarks
	Scale 1 Mile				Sheet maps stored on shelf No. Book form					
	Blackprints		Blue prints		Cloth maps	Cut, fold or mounted	Invoice No. and date	Received from or issued		
	Unmounted	Mounted on cloth	Unmounted	Mounted on cloth						
1	2	3	4	5	6	7	8	9	10	

2. All issues should be entered in the register in black and receipts in red. Whenever a fresh indent is made, the balance should be struck and entered in the register in black, between red ink lines ruled right across the register.

3. All maps received or issued should be endorsed with the office register number and date.

4. All maps superseded by new editions should be destroyed, except three copies which should be clearly marked "Superseded in 19..." at the top and carefully preserved.

5. All unmounted maps should be laid flat on the rack and a piece of thick mill board 40 inch x 38 inch (100 cm. x 70 cm.) should be placed on the top of the maps on each shelf.

6. A coloured copy of each map mounted on cloth should be endorsed "Record copy" and should be kept in the Divisional Forest Office. On this copy, all additions, exclusions, etc. should be entered

at once approximately in pencil and after these have been surveyed should then be entered accurately in ink with a Note regarding notification of alteration.

7. Once every year, copies of all sheets on which alterations have been carried out during the year should be sent to the Chief Conservator so that he may post his record copies up to date. The copies sent from Divisional Forest Offices will not be the record copies as under no circumstances should such copies be removed from the offices.

8. Rights of way, plantations, working plan details, etc., should be especially coloured on the record copy.

9. A small scale index map of each Division showing relative position of 4 inch forest maps therein should be pasted in the stock book.

10. When copies of more than one sheet are placed on the same shelf, different sheets should be separated by pieces of thick mill board, and a tag attached to each set, showing what it consists of.

APPENDIX VI

(Paragraph 11.3.2., Volume I)

Rules regarding selection, felling, cleaning, classification and disposal of sandalwood and the method of maintaining depot accounts and other registers

1. In the beginning of each financial year the Range Officer should submit an estimate to the Divisional Forest Officer for selection and marking of sandal trees in places to be worked in the following year. The estimate should deal with the reserve and unreserve separately and should contain the details for each felling area. It should provide for the following works:—

- (a) Selection and marking of the trees to be extracted.
- (b) Climber cutting and such tending as may be prescribed in the Working Plan.
- (c) Clearing of the felling area if it is found necessary.

2. The enumeration of trees should be taken up as early as possible and as soon as it is finished an estimate for the extraction including delivery at the sale depot should be submitted to the Divisional Forest Officer. The estimate should provide for:

- (a) Uprooting, rough cleaning and transport of the wood to the Forest Depot. The name of the Forest Depot as well as its average distance from the marked trees should be specified.
- (b) Transport of the rough cleaned wood from the Forest Depot to the final cleaning depot.

The following enclosures should accompany the above estimates:—

(a) The duplicate copy of the Field Book with columns 1 to 5 filled in.

(b) An abstract of the tree marked in 6 inch girth classes under the following denominations, viz, trees, stumps, roots and fallen trees.

(c) Certificate of the Range Officer that he has checked not less than 20% of the trees marked and climber cut.

(d) Estimated yield.

3. The selection and marking should be confined to:

- (i) All dead trees of 3" (8cm) girth and above, both those standing and those that have fallen including all stumps and roots; and
- (ii) Such others as may be prescribed.

4. On every selected tree, the stump, or root, a deep blaze will be cut on the side facing the direction in which the marking proceeds and its serial number will be written on the blaze in bold legible figures with tar or enamel. The same serial number will be continued throughout the coupe and every tree, stump, root or fallen piece will have its own serial number.

5. When enumeration is taken up, the subordinate-in-charge should take the Field Book with him to the coupe. As each tree is marked, its number, description, girth approximate length of stem and situation should be entered in columns 1 to 5 of the Field Book using a carbon sheet to make a duplicate copy.

6. As soon as the enumeration is completed, the subordinate-in-charge of the work should prepare the full abstract of the trees marked in the area and submit to the Range Officer together with a torn off duplicate of the Field Book. The Range Officer will prepare the estimate and submit to the Divisional Forest Officer with enclosures specified above. The trees checked by the Range Officer while the work is in progress, should be initialled and dated by him in the Field Book. The Field Book should be authenticated and used by the Divisional Forest Officer and Range Officer for checking the enumeration in the field. The duplicate copy of the Field Book sent with the estimate should be returned by the same channel to the subordinate-in-charge with the sanctioned estimate for extraction.

The sandal extraction and conversion form should be written up by the subordinate as extraction proceeds, columns 1 and 3 being copied with reference to the entries in the field Book. Two carbon copies should be taken making three with the original copying pencil should be used.

7. In the case of trees and fallen pieces, the girth should be measured at 4", 6" (13cm) from the ground or the bottom, as the case may be. Fallen pieces and loose roots that are likely to be lost if left in the coupe should be rough cleaned on the spot and removed to the Forest

depot at once, where they should be weighed and taken to the stock after filling in columns 1 to 9 of the extraction and conversion form. The weighing of the wood and posting of the stock register should be done at least once a week. The extraction and conversion form should be kept in hinged files which will hold the sheets tight. Each extraction Forester should have hinged file as also the final cleaning depot keeper.

As long as enumeration work is in progress, the subordinate-in-charge of the work should submit weekly progress reports in such form as may be ordered by the Divisional Forest Officer.

8. A complete report on the felling etc. operations should be submitted within a month after completion of the work and it should contain the following enclosures.

(a) Statement showing number of trees actually felled against the number originally marked for felling. The variations should be satisfactorily explained.

(b) Statement showing number of trees rough cleaned and despatched to the sale depot against the number actually felled. The difference should be explained.

(c) Statement of total actual yield of roughly cleaned wood in each coupe under each of the 6" (15cm) girth classes as well as the average out-turn per heartwood tree.

9. The trees should normally be extracted in serial order and there shall be no deviation except with written permission of the Divisional Forest Officer.

10. As trees are extracted, columns 6 and 7 of the Field Book should be filled in.

11. All trees, stumps and roots should be uprooted by digging round them deep enough to secure all side roots and root-lets containing heartwood and then cutting through the bidger roots, so that the tree may fall but its own leverage. No root that contains heartwood of more than the size of half a rupee should be left in the ground. After the tree is uprooted, the pit should be numbered. The number of the pit may be noted on the nearest tree or rock or on a stout peg driven into the pit.

12. Extraction should be confined to the trees already marked for felling. If however, any tree is noticed to have been omitted to be marked, either due to oversight or due to its death having occurred subsequent to the marking it should be marked and extracted. It should be given an "A" number corresponding to the number of the tree marked near to it. The extracting officer should immediately report this fact in his weekly diary.

13. All trees which have no heartwood should be uprooted, and preserved in the Forest Depot until they are inspected and destroyed by the Range Officer under proper authority. The Range Officer should personally inspect the trees at the Forest Depot and if they do

not contain heartwood, he should submit to the Divisional Forest Officer for sanction to destroy them. On receipt of sanction, the Range Officer should burn them and certify having done so in the extraction and conversion form.

14. At the end of every days weighing, the serial numbers and girths of the sapwood trees extracted during the day should be entered across the columns of extraction and conversion form with the remark "no heartwood".

15. *Method of rough cleaning.*—After uprooting the tree the top and branches that do not contain heartwood should be cut off. There is no need to saw the root or branches containing heartwood, unless the tree is too large to be transported to the forest depot in one piece. Otherwise, the root should be sawn off at the crown so as not to include any portion of the stem, and the branches should be sawn flush with the stem. The separation of the root and the branches from the stem should be done only after rough cleaning. If it is found necessary to further sub-divide the stem or branch, the same procedure should be followed and at the same time, care should be taken to see that the length of intermediate piece obtained is either 3' (100 cm.) or a multiple of it. The dust obtained while sawing should be carefully collected and sent to the depot in double gunny bag. Immediately the tree is sawn, the cut ends should be hammer marked in order to prevent theft and number of the tree as well as the number of the root, stem or branch with its distinguishing letter, if any, should be written on each and every piece obtained.

M.B.—Under no circumstances any adze or bill-hooks be used for separating branches or root which contain heartwood.

16. The trunk, branches and root should then be rough cleaned by clipping of the bark and sapwood using an "adze" or bill-hook. If the rough cleaning is properly done, there will be a uniformly thin layer of sapwood covering the heartwood.

17. As soon as the rough cleaning is finished in the forest, the tree should be taken to the forest depot where its measurements and weight should be taken and recorded in columns 4 to 9 of the Extraction and Conversion Form. These entries should be made in all the three copies simultaneously with carbon paper.

Every piece of rough cleaned wood should, in addition to the tree number and other details, also bear distinguishing letters and numbers to indicate the name of the Range and felling area. These should be written in tar or enamel above the line as shown below and the number of trees and other details should be written below it, e.g. D. B. 2/26 1/1. The top line shows that the wood came from coupe No. 2 of B felling series of Devicolam Range and the bottom figure that it is the first trunk piece of tree number 26.

STOCK REGISTER—FORM 'A'

18. In addition to posting the measurements and weights of individual trees in columns 4 to 9 of the Extraction and Conversion Form, the total daily or weekly out-turn, as the case may be, should

also be entered in the sandalwood stock register—Form A. The entry in the latter should show:

(1) The total number of trees, (2) the total number of pieces obtained with their weights separately under stems, roots, chips, etc. and (3) the total weight.

The idea to be aimed at is to post the above register every day.

19. The rough cleaned wood collected in the forest depot should be sent away to the final cleaning depot as early as possible under the escort of a responsible subordinate. Before a consignment leaves the forest depot, the officer-in-charge should see to the following:—

- (a) Every piece bears the hammer mark.
- (b) The escort is given 2 copies of the sandal extraction and conversion form relating to the wood despatched.
- (c) The escort is given 2 copies of the invoice containing a total abstract of the consignment showing (1) the total number of trees sent, (2) the total number of pieces with their weight classified under billets short billets, roots, broken pieces, chips and dust, (3) the total number of pieces with their weights classified under root trees, stems root chips and dust and (4) details of the contents of each cart or consignment. In order to save time and trouble, the officer-in-charge should stock the rough cleaned wood in the forest depot in separate lots, each containing one consignment.
- (d) The escort is given necessary pass.

The chips and saw dust should be sent in sealed gunny bags.

At the same time as the consignment leaves the forest depot, the Forester-in-charge should submit the duplicates of the sandal transport permits to the Divisional Forest Officer through the Range Officer.

HOW TO KEEP ACCOUNTS FOR EXCESS AND DEFICITS

20. Before the consignment leaves the forest depot, the acknowledgement of the escort will be obtained in all the three copies of the invoice. The escort shall then be responsible for the wood in transit from that date until it is acknowledged by the Final Cleaning Depot Keeper. On receipt of the Final Cleaning Depot Keeper's acknowledgement, the actual quantity acknowledged should be entered in stock register as disposed on that date of acknowledgements. The difference, if any, should be explained in the remarks. If it is a deficit, it should be entered under deficit column in the stock register (Form A). After sanction is obtained to write it off, its disposal should be entered in the register quoting the number and date of the sanction order against it in the last column.

If it is in excess, it should be added to its respective stock in the stock register giving the following explanation in column I under receipts:—

“Excess found during re-weighment at the final cleaning Depot.”

On the closing date of each month, application for sanction to write off the deficit should be submitted to Range Officer in Code Form 9 A.

21. The Range Officer should inspect the forest depot as specified below:—

First inspection within a month of the opening of the depot.

Subsequent inspections once in every three months till the depot is closed and a final inspection at the conclusion of the extraction. Inspection note in the prescribed form should be submitted to the Divisional Forest Officer immediately after each inspection. The notes of the final inspection should be enclosed with the completion report.

The accounts of the final clearing depot should be inspected once every half-year by the local Range Officer or any other Range Officer deputed for the purpose by the Divisional Forest Officer. He should not be the double-lock officer himself.

All sandal depots, forest final clearing and sale depots should be inspected by the Divisional Forest Officer at least once in the year when there is stock in the depots and inspection notes drawn up in the prescribed form after verifying the stock.

Note.—Every officer who inspects the depot, should check the accuracy of the weighing scales and machines and make a mention of their condition in the note.

CHECK BEFORE ACKNOWLEDGEMENT OF ROUGH CLEANED WOOD

22. In the final cleaning depot.—Before the rough cleaned wood is acknowledged by the final cleaning depot keeper he should attend to the following:—

(a) Spread the contents of each cart or the whole consignment as the case may be separately and verify the number of pieces with the details given in the invoice. A test check should be made of the measurements recorded in columns (6) to (8) of the ‘E’ and ‘C’ form in the case of at least 25 per cent of the trees.

(b) Examine if all the pieces bear hammer marks at the end.

(c) Count the number of pieces and weigh the contents of each cart separately, if necessary, and then add up the total weight of the consignment. This should be done in the presence of the escort. If any abnormal difference is noticed between the quantity despatched and the quantity received, explanation for the same should be ascertained from the escort and recorded in the invoice.

(d) Relieve the cartmen.

(e) Check the total abstract of the invoice, i.e., the total number of pieces and the aggregate weight.

(f) Reconstruct all the trees that are cut into pieces before despatch in the forest depot. The cut ends should be carefully matched and if they do not fit properly, or if there is any reason to believe that any portion is missing, such trees should be preserved for the inspection of the Range Officer or, if necessary, the Divisional Forest Officer. All the incomplete trees, for e.g., stem without a root or root without a stem, etc., should be carefully examined and see that

they fit the description given in the extraction register. A list of discrepancies should be recorded on the triplicate invoice and at the same time a special report with the said list should be submitted to the Divisional Forest Officer through the Range Officer.

(g) See if the rough cleaning is properly done. If serious defects are found, the trees concerned should be kept apart for the inspection of the Range Officer or, if necessary, Divisional Forest Officer. (The Depotkeeper should examine the roots carefully and report if they have not been fully extracted.)

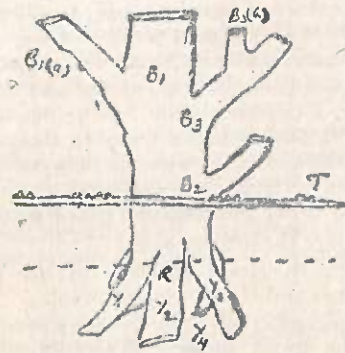
(h) Acknowledge the wood after noting all the defects specified above in the invoice and obtain the signature of the escort in whose presence the wood was weighed, accepting the correctness of the weight.

One copy of the invoice only (not the extraction register) with the acknowledgement should be sent to the despatching Depotkeeper through his Range Officer, the cover containing, it being delivered to the escort and at the same time copy of the acknowledgement should also be submitted to the Divisional Forest Officer, the third copy of the invoice being retained in the depot for record.

23. The rough cleaned wood should be taken up for final cleaning in the order of its receipt. The wood received from each coupe of each range should be stored separately in the final cleaning depot till it is taken up for final cleaning. The pieces belonging to each tree should be kept separately till the final cleaning.

24. The diagram given in the margin will illustrate the instructions regarding numbering of billets, branches and roots when the final cleaning operations are taken up in the sale or final cleaning depot.

In this diagram the tree number is 8. R represents the main root Y-1, Y-2, Y-3 and Y-4 represent side roots. T represents the trunk. If billeted the billets will be numbered T-1, T-2, T-3.



B-1, B-2, and B-3 represent main branches and B-1 (a) B-3 (a) their respective sub-branches. Should the main branch B-1 be billeted, the pieces will be numbered B-1 (1), B-1 (2), B-1 (3) and so on, in addition to the distinctive letters to show the name of the working circle and the number of coupe, etc., to which they belong.

The numbering of the finally cleaned billets and roots should be made with indelible pencil in the manner detailed in paragraph 26 below.

25. *Method of final cleaning.*—While final cleaning, each consignment of the rough cleaned wood should be completed before the next is taken up, so that the actual yield of final cleaned wood, as well as the wastage, etc., of each consignment may be ascertained and recorded accurately in the stock account. The root should be sawn off at the crown, if this has not been done already. The stem and branches should be sawn into billets 3 feet in length. The number of the tree, the number of the billet whether it is trunk or branchwood should be marked on the cut ends. At the same time, the number of billets obtained from each tree as well as the number of the short billets should be recorded in columns 12 and 13 of the E and C Form.

The thin layer of sapwood should then be removed taking care to see that no heartwood is cut through or chipped off. The sapwood chips, i.e. the wastage should be stacked separately. If any heartwood chips are obtained in the process, they should be collected and stored separately. The mind and other impurities found in the hollows of the pieces should be removed completely. Only the billets without any defects should be planed smooth, and the chips obtained in the process should be kept separate as it goes to a separate class (11).

26. As soon as the final cleaning of a consignment or rough cleaned wood is completed, all the pieces should be marked with their three number, etc., with indelible pencil. The number of billets, short billets, and roots obtained from each tree should be counted separately and recorded against it in columns (13) and (14) of the E and C Form.

STOCK REGISTER FORM 'B'

The pieces that are scorched or partially burnt should be separated from the rest by the final cleaning Depotkeeper and finally by the Double Lock Officer. They should be kept, accounted for and sold separately as scorched billets and scorched roots.

The yield of final cleaned wood of the consignment, as a whole should then be classified into the following classes and the number of pieces as well as the total weight of each of the billet, short billet and root classes should be taken and entered in the Stock Register Form B of the final cleaning depot. The weight of the chips and saw dust should also be similarly recorded in the Stock Register (Form B).

Note:—Billet means a piece 3 feet (100 cm) long. Short billet includes all pieces of the stem and branch wood less than 3 feet in length.

There is bound to be a certain reduction of weight during final cleaning process. This should be accounted for under the following heads in Form A (Rough cleaned wood account) of the final cleaning depot.

- (1) Chips that do not contain any scorched wood.

(2) Mud and other impurities removed from the hollows of the pieces.

Loss of weight due to evaporation of moisture

The sapwood chips obtained from each consignment should be collected and stored separately till they are inspected and destroyed by the Divisional Forest Officer, or his Gazetted Assistant.

As soon as all the columns of the E and C Form of a consignment have been filled in, the final cleaning depot keeper should send one copy of it to the Divisional Forest Officer, keeping the second copy for his record.

27. The sandal extraction and conversion Forms of each coupe in each felling series will be filed together and retained in the Divisional Forest Office in a sealed bundle as a permanent record.

28. The finally cleaned wood will be sorted and classified as follows:—

<i>Name and class</i>	<i>Description</i>
(1) VILAYAT BUDHI or 1st class billets	Thoroughly sound billets weighing not less than 10 kg.
(2) CHUNA BUDHI or 2nd class billets	Slightly inferior billets weighing from 5 kg. to 10 kg. each (panjam)
(3) PANJAM or 3rd class billets	Billets having small knots, cracks and hollows weighing from 2 kg. to 5 kg.
(4) GHOTLA or short billets	Short sound pieces (without limit as to weight or number)
(5) GHAT BADIA	Billets with knots, cracks, and small hollows at either end weighing not less than 5kg. each.
(6) BAGRADAD	Solid pieces of different dimension not falling in any of the above classes.
(7) Roots, 1st class	Pieces weighing not less than 7½ kg.
(8) Roots, 2nd class	Pieces weighing not less than 2½ kg.
(9) Roots, third class	Smaller sized roots.
(10) JAIPORAL	Hollow pieces.
(11) CHERIA	Heartwood chips and shavings.
(12) MIXED CHIPS	Consisting of heartwood and sapwood inseparably mixed up.
(13) SAW DUST	Consisting of powdered stuff obtained by sawing and fine shaving etc.

29. For the purpose alike of preventing any possible fraud in the depot and also for ensuring effective scrutiny, at each stage of the operation in the sale depot it is imperative that, from time the cleaned wood, chips and dust are brought to account, they should be checked and passed by a responsible officer who should be in joint custody of the stock along with the depot-keeper. This is all the more necessary in view of the fact that once the cleaned wood is classified according to rule 28 and stored each class in its own place, in the depot, the assembling of all parts of each tree for purchases or check later will be extremely difficult, if not impossible. Such an officer will be known as the Double Lock Officer. Where possible, the Divisional Forest Officer himself should be the Double Lock Officer or he may depute his Gazetted Assistant for the purpose when he cannot himself discharge this function. If no Gazetted Assistant is available this work may be assigned by the Divisional Forest Officer to the Forest Range Officer of the Range in which the depot is situated. But none below the rank of a Ranger should be assigned this function.

Double-lock Officer

30. The Depot keeper will have sole charge of all rough wood and also of all cleaned wood, chips and dust until these are checked and taken to the Double Lock Room by the Double Lock Officer. Once the cleaned wood, chips and dust go into the Double Lock Stock, the godown rooms in which these are deposited will be under double locks, one of which belonging to the Depot keeper and the other to the Double Lock Officer, each lock being sealed by the officer to whom it belongs every time after new wood is added to the stock. In other words no cleaned wood, chips or dust can be taken to, or removed from, the double-lock rooms unless both the officers are present.

31. The duties of the Double Lock Officer are:—

(1) As soon as the wood of each consignment is ready to go into the double-lock godown he should reconstruct all the trees and satisfy himself that no part is missing.

(2) Hammer-mark the pieces with the hammer which is in his personal custody. On pieces that are too small to take the impression of the hammer, it need not be done.

(3) Classify the wood as required under rule 28.

(4) Weigh each class of wood and enter them in the stock register of the sale depot (Form C). The number of pieces of the billets and root classes should also be counted and recorded in the Stock Register.

(5) The officer if any, should be recorded in the remarks in the Stock Register.

under the joint custody of the Depot keeper and the DOUBLE-LOCK OFFICER.

(8) He must furnish the following certificates at the bottom of the B and C Form of each consignment.—

“Checked with reference to rule 31 of the Sandalwood Felling Rules and passed into double lock.”

Deficit during Classification

Note—(1) The Double-lock Officer is primarily concerned with finding out whether all parts of the tree have been satisfactorily accounted for, what the weight and countcheck of each class is, as compared with what had been recorded by the depot keeper whether the cause of deficits is as stated by the Depot keeper, whether the pieces have all been hammer-marked at the ends and whether the single lock register has been posted up, correctly.

(2) The Divisional Forest Officer should personally carry out the duties of the Double Lock Officer at least once a month. This should be done during surprise visits at irregular interval.

Deficits

31. (a) The wastage during the final cleaning operations as detailed in rule 27 above will be noted in the Stock Register (Form A) of the Final Cleaning Depot.

(b) The deficits found in the final cleaned wood at the time of the final classification by the Double-lock Officer will be noted in Form B.

(c) The deficits found at the time of the delivery of the wood to the purchaser will be entered in column (19) in the double lock stock register (Form C).

(d) On the closing date of each month, the Range Officer will submit to the Divisional Forest Officer a statement in triplicate in Form No. 7 of all deficits in the Forest Depots in the Range which have occurred during the month. A similar statement should be submitted for each final cleaning and sale depot. Deficits due to dryage and wastage will be written off by the Divisional Forest Officer subject to a limit of Rs. 100 for each Forest depot, Final cleaning depot or Sale depot.

(e) If the Conservator is satisfied that the deficit is not due to fraud or bad work in conversion or, if such is the case, that steps have been taken to recover the value of such loss, and if he is satisfied that the deficit is normal, or that a satisfactory explanation of the abnormal deficit is forth coming, he may write off all deficits of sandalwood up to powers delegated by the Government.

(f) The deficits at any stage, which are due to loss, theft or bad work, should, however, be dealt with separately.

32. *Method of storing wood in the Double Lock Godowns.*—The stock of cleaned wood, chips and dust should, after check by the Double Lock Officer, be stacked in the Double Lock Godown where each class should have its own assigned place for storage.

The saw dust should invariably be packed in sealed gunny bags and chips may either be packed in gunnys or stored in heaps. Each of the wood classes should be built into separate stack. If it is found necessary to deviate from this rule in order to economise space, the Divisional Forest Officer may permit the Double Lock Officer to do so, provided the identity of each stack is maintained in some suitable manner, so as to facilitate the stock-taking and the calculation of dryage.

33. *Payments for final cleaning the wood.*—In all payments made for final cleaning, the number of the invoice as well as the name of the coupe to which the wood relates should be given both in the voucher and the cash book and the voucher number and date of payment should be entered in the corresponding column in the sandal in the ‘E’ and ‘C’ Forms. As the chips and saw dust are by-products obtained during the process of final cleaning the wood, no payment should be made for them.

34. (1) The sandal Stock Register will take the place of existing Code Forms. The headings in this form vary with the details required in each depot. Sample forms to be maintained for each kind of wood are enclosed. The register to be maintained in the sale depot (double lock stock) will also do away with the delivery register.

(2) In the Forest Depot the Form A for the rough cleaned wood will be used. The pages of these will be in triplicate so that two copies, one for the Range Officer and the other for the Divisional Forest Officer may be taken straight away.

(3) In the Final Cleaning Depot, i.e. for the stock in single lock, two separate registers will be maintained, one for the rough cleaned wood and the other for the final cleaned wood in Forms A and B respectively.

(4) For the Double-lock stock in the final cleaning depot which is not a sale depot, e.g., Denkanikota, the stock register in Form B shall be maintained, adding another column for the initials of the Double Lock Officer.

(5) In the sale depot (for the Double-lock stock) a separate register will be maintained in Form C. This will contain a column for each of the 13 trade classes as well as for the deficit initials of the Depot keeper, Double-lock Officer and the acknowledgement of the wood by the purchaser or his authorised agent.

(6) The Forest Depot keeper shall submit the carbon copies of Form A to the Range Officer and Divisional Forest Officer every Saturday. This final Cleaning Depot keeper shall submit the duplicate of the stock register in Forms A, B and C to the Divisional Forest Officer on every Saturday.

(7) Similarly on the closing date of every month copy of entry made on and including that date should be submitted to Range Officer and Divisional Forest Officer as the case may be.

Note.—The monthly stock return in Form No. 5, together with B (i) statement should be submitted to the Conservator the close of every month.

35. The procedure prescribed above shall be followed in divisions where sandalwood might be extracted irrespective of whether the quantity of wood extracted is large or small, and all such wood except the quantity intended for retail sales should be despatched to the nearest Government sale depot prescribed for the purpose.

36. All cleaned sandalwood, chips and dust despatched to sale depot from outside districts should be accompanied by a responsible forests subordinate, if the quantity thereof is large and covered by an invoice in Form No. 11. In all such cases of despatch the depot-keeper and the Divisional Forest Officer concerned should be notified in advance of the date when the wood is likely for the Double-lock Officer to be present at the time for acknowledging receipt of wood. The invoice accompanying the wood should be in triplicate. The sale depot-keeper will, on arrival of the wood in the depot, examine it jointly with the Double-lock Officer and in the presence of the escort who accompanied it, with special reference to property hammer-mark which should appear at the ends of pieces. He should reclassify the wood, weigh the wood of each class separately, note down the number of pieces in each class and submit a detailed acknowledgement for the receipt of the wood over the joint signature of himself and of the Double-lock Officer in the space provided for it in the invoice itself under the heading therein given. The following procedure should be observed in acknowledging the wood:—

(a) Roots will be separated into classes VII, VIII and IX and weighed separately and the total will be acknowledged as "Roots".

(b) Billets will be separated into classes I to VI and X to XII and weighed separately and the total weight of all these classes will be acknowledged as "Billets".

(c) Broken pieces will be classified, weighed and added to their respective classes to which they rightly belong and the total of various weightments of all the broken pieces will be acknowledged as "Broken pieces".

(d) If a root has been invoiced as a billet or a billet as a root, its correct classification will be effected after acknowledgement, corresponding Plus and Minus entries at the time of adding to "Double-lock Stock".

One copy of this acknowledgement should be returned through the escort to the consigning depot-keeper, the other to the Divisional Forest Officer of the Division from which the wood was received through the Divisional Forest Officer of the Division in which the sale depot is situated and the third copy will be retained by the depot-keeper.

In the case where any billet or root is found to have no hammer-mark but is found to have its fire number punched on it, the Double-lock Officer will note the omission in the acknowledgement portion of the invoice and record the length and girth measurements of the piece. After this is done, he will hammer-mark the ends of such pieces with his own property hammer. The consigning depot-keeper should on receipt of the acknowledgement with the measurements noted of pieces which have no hammer-mark, verify the measurements with those in his sandal contraction and conversion form and if discrepancies are noticed submit his explanation therefore to his Divisional Forest Officer.

If any piece is found to contain no number punched on it but has the hammer-mark, it should be given a separate number in the sale depot and its length and girth measurements recorded in the acknowledgement portion of the copies of the invoice.

If a piece contains neither the hammer-mark nor the number, the Double-lock Officer will give it a number, and record its dimensions in the acknowledgement part of the invoice.

In the case of sandal chips and dust, the sale depot-keeper and the Double-lock Officer should see that the seals on bags in which they are packed are intact at the time they arrive in the depot. The bags should, therefore, be opened, the contents examined and weighed after further classification, if necessary.

The wood, etc., thus verified and acknowledged should immediately afterwards be accounted for in Depot Sandal Stock Register C relating to the Double-lock Stock and stored in the Double-lock godown in the manner explained already.

37. No retail sale is permissible except with the previous approval of the Conservator of the Circle. Such sales can, however, be made only to meet bona fide local demands and a larger quantity than 10 kilogramme should not ordinarily be sold to any one individual. The selling rate in such cases will be fixed by the Conservator. Retail sales in excess of 10 kilogramme to private individuals and $\frac{1}{2}$ tonne to depots should be reported to Government at the end of every half year.

Delivery Officer

38. After the wood is sold, the delivery should be made to the purchaser by an officer not below the rank of a Ranger who shall be appointed by name for the purpose by the Divisional Forest Officer. He shall be called the Delivery Officer. In giving delivery of the wood to the purchaser, the following procedure shall be followed.

39. The Delivery Officer and the sale depot-keeper should both be furnished by the Divisional Forest Officer with a list showing names of purchasers of each class of wood and also the quantities purchased by them in the auction, together with the amounts due from each and the date before which payment should be made and delivery and removal effected by each purchaser. At the same time as this is done

the delivery officer should be given charge of the Stock Register referred to above, the double-lock keys and also the Divisional Forest Officer's sale hammer.

40. The Delivery Officer will be responsible to see that purchasers produce proper cheques or necessary authority from the Divisional Forest Officer for the credit into the treasury of the amount due from them according to the conditions of the sale notice, before actual weighment and delivery can be made. Weighment and delivery will then be effected by the delivery officer, in the presence of the depot-keeper and the concerned purchaser.

41. Only one purchaser at a time should be dealt with, the first to come will be first served and this will be done with the quick possible despatch. The charges for weighing should be borne by the purchasers in accordance with the conditions of the sale notice. In an average case of big billets a greater quantity than this can be weighed and delivered in a day and in the case of small ones a smaller quantity. Counting of number of pieces is necessary only in the case of classes I to VIII and X. The scales should be properly cleaned, greased and tested before weighment and not less than two scales should be utilised.

Duties of Delivery Officer

42. Before the Double-lock rooms are opened by the Delivery Officer, he should examine the seals on the locks with the Depot-keeper and satisfy himself that they are intact. It is the duty of the delivery officer to see that no wood of any class other than the class which is required for delivery is brought out or in any way intermingled with. Only as much wood as can be weighed and delivered in a day should be taken out and stacked near the scales. Before commencing the weighment he should make sure that no mistake has occurred. The double-lock godowns should be locked before the weighment commences.

The accuracy of the weighing machines and scales should be tested with standard weights and defects, if any, should be set right before weighing the wood for delivery.

43. The total quantity weighed out in the course of each day will be regarded as having been delivered to the purchaser and that moment, the wood will be in charge of the purchaser in the depot premises at his risk until removed by him. At the end of the day's work any wood, already brought outside the double-lock rooms, may remain unweighed and undelivered, should be put back in its original place in the double-lock rooms, and the godown there locked with double locks and sealed in the manner explained above. When the depot rooms are re-opened the next day, both officers should examine the seals before opening.

44. When delivery, in accordance with these instructions, has been effected and when removal takes place the purchaser should

provided with a sandalwood transport permit under the transit rules signed by the Divisional Forest Officer, or under his special orders, by the Delivery Officer.

45. After completion of delivery of all the wood sold, the stock register should be properly posted by the Delivery Officer in the presence of the depot-keeper and a report should be submitted signed by both officers detailing, among others, such discrepancies or differences in weight as may have been noticed between that was noticed and what was actually delivered.

Deficits during delivery of wood to purchasers

46. As soon as the wood sold to each purchaser is delivered to him, the transactions should be noted in the respective columns of the Stock Register (Form C) and the acknowledgement of the purchaser or his agent should be obtained in column 22. If any stock remains it should be weighed and secured under double lock. If there be any difference between the book balance and the actual stock on hand, the same shall continue to appear as stock until sanction of the proper authority is obtained to write it off. If any excess is found which is unlikely it should be added to the stock under the initials of the Delivery Officer.

If the dryage is abnormally high the reason for it should be ascertained and recorded in the Stock Register. If there is reason to suspect any fraud or theft, a special report with all the necessary details, should be submitted to the Divisional Forest Officer by the Delivery Officer.

QUESTIONS FOR THE INSPECTION OF THE FOREST/ FINAL CLEANING DEPOT BY THE RANGE OFFICER/ DIVISIONAL FOREST OFFICER, . . . RANGE/DIVISION

Questions

Answers

1. Name of Officer-in-charge.
2. Date of last inspection.
3. Date of present inspection.
4. Are the sandal extraction form and stock register in Form A duly maintained and posted promptly as the transaction occur?

Do the entries in columns 4 to 9 in the form show that the fellings took place in serial order? If not, is the deviation if any sanctioned by the Divisional Forest Officer? If not what is the explanation?

Has the Range Officer checked not less than 10 per cent of the trees marked for extraction in the coupes?

Questions

5. What is the total number of trees marked for extraction? What is the number extracted and brought to stock? What is the explanation for the difference if any? Where any trees omitted to be marked, at the first instance, marked and extracted during the felling? If so, what is their number?
6. Have all the extracted trees been despatched to the Final Cleaning Depot? If not, why not? How is the difference if any, accounted for?
7. Were any trees rejected in the coupe or Forest Depot as containing no heart-wood? If so how many? Did the Range Officer personally verify the trees and obtain sanction to write them off? Were they destroyed and the fact certified in the Sandal E and C Form?
- 8.—Is the Stock Register in Form A correctly maintained? Do the receipts agree with the daily totals of the rough cleaned wood in the E and C Form?
9. Are the deficits correctly accounted for in the Stock Register. Are the disposals supported by proper sanction? What is the deficit awaiting sanction to write off?
10. Has column 5 of the Sandal E and C Form correctly posted? Do the entries show that payments are made promptly? Is any payment in arrears on the date of inspection? If so what is the explanation offered for the delay?
11. When was stock in the depot last taken? Were the depot book-balanced at the time? How were the differences noticed if any reconciled?
12. Was stock taken during the present inspection? Were the parts of each tree put together to form the whole tree. If any differences were noticed, what explanations were forthcoming and how is it proposed to reconcile them?

Note :—Here give the book-balance and the actual stock found in the depot in terms of number of trees, number of pieces and weight.

As the stock in Forest depots will be taken by counting pieces and by bulk weighment, small differences noticed in weight may be ignored, but should be recorded in the answer to this question.

Answers

Questions

13. Were check-measurements of the pieces and weights of root and billet wood belonging to individual trees made and compared with the entries recorded in the 'E' and 'C' Form? If so, with what result and what is the percentage of the check-measurement made? What explanations were forthcoming and how is it proposed to reconcile them?
14. Have all pieces been numbered properly with tar or black enamel and are the ends of pieces hammer-marked with the approved property mark for the felling series? What is the facsimile of the hammer-mark used?
15. Is the Cash Book correctly maintained and posted up-to-date? Was the cash balance verified at the time of inspection and was it correct?

Note :—The Cash balance which was found to be correct should be specified.

16. What is the General result of inspection?

Note :—Any points not dealt with above may be noted here; generally how the several registers were being maintained by the forest depot-keeper, etc.

Camp :
Date :

Range Officer
Divisional Forest Officer

**QUESTIONS FOR THE INSPECTION OF SANDALWOOD
FINAL CLEANING/SALE DEPOT BY THE RANGE
OFFICER/DIVISIONAL FOREST OFFICER,.....
RANGE/DIVISION**

Questions

Name of the Officer-in-charge.
Date of last inspection.
Date of present inspection.

*Answers***I. Stock Register**

1. (i) What are the ranges and divisions from which sandalwood is received in the depot either for final cleaning and sale or for final cleaning only?
- (ii) Are the following details given in the Stock Register Form A against each item of receipt of rough cleaned wood?
Name of coupe.
Number of coupe.
Name of Range.
Invoice number.
2. Are separate books in stock-register Forms A, B and C maintained for all classes of wood in single lock and double lock, respectively?
3. (i) When were the depot registers and stock in single lock last checked by the Range Officer-in-charge of the range and with what result was the inspection note submitted to the Divisional Forest Office the time? If not, why not?
- (ii) Have the defects, if any, noticed at the time been set right? If not why not? (vide paragraph 21 of the rules)

II. Audit Notes**S. Stock in single lock***(a) Rough cleaned sandalwood*

4. (i) Are the receipts shown in stock register Form A supported by acknowledgements recorded in the invoices concerned? Are the consignments entered in the order of their receipt in the depot? (The acknowledged invoices received by the Divisional Forest Officer should be taken for this purpose)

*Questions**Answers*

- (ii) What defects, if any, were noticed in the certificate of acknowledgement recorded by the depot-keeper on the invoices and was prompt action taken to rectify them, and if so, with what result?
 - (iii) Have there been any delays on the part of the depot-keeper in submitting to the Divisional Forest Officer the acknowledgements for the receipt of wood covered by each invoice? What is the result of each action taken for lapses, if any on the part of the depot-keeper?
 5. (i) Do the entries of final cleaned wood in the sandal E and C Form show that the wood for final cleaning was taken up in the order of its receipt? If not, what was the depot-keeper's explanation and how was it dealt with?
 6. (i) Are all the disposals of rough cleaned wood in Form A supported by corresponding receipts in the final cleaned stock register Form B?
 - (ii) Have the deficits been properly accounted for in columns 10 to 12 of Form A?
 - (iii) Were the chips containing no heartwood destroyed by Divisional Forest Officer or Gazetted Assistant after personal inspection?
 7. When was stock of rough wood in the depot last taken and by whom?
 8. (i) Was a test-check made for the cubical measurements and weight of individual trees, and the result compared with their corresponding measurements and weights recorded in Sandal 'E' and 'C' Form concerned? If so, with what result?
 - (ii) Was stock taken during the present inspection? If so, with what result? If not, why not?
- (b) Finally cleaned wood*
9. (i) Are all receipts in stock register Form B supported by the corresponding class-war totals of columns (12) to (15) of the Sandal E and C Form?

Questions

- (ii) If any differences are noticed, how are they explained?
- (iii) Do the disposals noted in stock register Form B agree with the corresponding receipts shown in the various trade classes in Form C? (Double lock stock register).
10. Have the excesses or deficits found during the transfer to double lock after classification, been properly accounted for in the stock register Form B the discrepancies, if any, should be explained?
11. Were the stock book balanced for the present inspection and was stock taken? If so, with what result?

Double lock account

12. Is the double lock system followed? If so, who is the double lock officer?
13. (i) Were all the trees reconstructed before the double lock officer's check? If so, what was the result?
- (ii) What is the quantity of wood checked and put into the double lock rooms by the Divisional Forest Officer or his Assistant (if he has one)?
- (iii) Were the deficits normal? If not, what is the explanation for the abnormal deficits?
- (iv) In case of receipts of wood from outside districts, have the instructions contained in rule 36 of the rules been followed by the double lock officer, and has the result of check been duly communicated to the despatching district in sandal invoice Form No. II?
- (v) What is the stock, on the date of the present audit, of—
- (a) rough wood awaiting cleaning.
- (b) cleaned wood in single lock awaiting check by the double lock officer before transfer to double lock, and
- (c) Cleaned wood in double lock?

Note.—Answer to (b) and (c) need only be in totals for classes 1 to 13 together, 14 and 15 together, 16 and 17 together and saw dust by itself.

Answers

Questions

14. (i) Was the double lock stock examined during the present inspection and did the Divisional Forest Officer satisfy himself about the accuracy of classification and the method of stacking? (Vide paragraph 32 of the rules).
- (ii) Was any test-weighment made of any particular class of wood or chips, to compare the actual with the book stock? If not, how did the Divisional Forest Officer satisfy himself that the stock as shown in the registers is likely to be correct, after allowing for dryage and wastage?

(It is not intended that the whole stock should be weighed during the inspection as final weighment will be made, by a responsible officer at the time of delivery of wood to buyers. But, if class-war stocks have been built into recognizable, 5 or 10 tonnes lots the test-weighment of any one lot of one or more classes at random may help to show whether the total stock, as in the books, is nearly correct).

15. (i) Was the past delivery of wood to buyers effected in accordance with the instructions contained in paragraphs 41 to 45 of the rules? What is the name and designation of the special officer appointed for effecting delivery?
- (ii) Have the deliveries been properly posted in the stock register of the double lock (Form C)?
- (iii) Has a report of delivery been submitted to the Divisional Forest Officer jointly by the Depot-keeper and Delivery Officer in the manner prescribed in rule 45 of the rules?
- How were discrepancies, if any, dealt with?
- (iv) Has the accuracy of the realisations on account of the wood sold been checked and found correct?

If not, what explanation is forthcoming for difference, if any, and how has it been dealt with?

Answers

Questions

III. Cash accounts

16. (i) What are the rates paid for different items of work connected with each stage of the operations from the time the rough wood enters the depot until the finally cleaned wood goes into the double lock?
- (ii) Are these rates sanctioned by the Divisional Forest Officer by a separate order, before commencement of the operation each year, having regard to the conditions of labour, from time to time, and to other special circumstances, if any? If not, why not?
- (iii) Is payment made for chips and dust obtained in the final cleaning operation?
- (iv) Are voucher numbers and dates of payment recorded in the E and C Form and do the entries show that payments are made promptly?
- If not, what is the explanation of the Range Officer and how has it been dealt with?
17. (i) Is the cash book correctly maintained and posted up-to-date?
- (ii) Are the particulars specified in rule 46 (revised rule 33) given in the cash book as well as the concerned forms, so as to facilitate check?
- (iii) Was the cash balance verified at the time of inspection and found correct?
- (iv) Are cash accounts submitted to the Range Officer punctually every month, with explanation for funds required in the following month?
- How are delays and omissions, if any explained?
- (v) Do cash sheets and cash book contain the certificate of cash balance with the depot keeper at the end of cash account month as laid in Kerala Forest Code?

IV. Miscellaneous stocks

A. Timber

18. (i) Is timber or other produce other than sandal-wood received in the depot? If so, are their receipts and disposals accounted for correctly in the registers and returns prescribed in Kerala Forest Code?

Answers

Questions

- (ii) Was the stock verified and found correct? (Any discrepancies should be explained.)?
19. (i) Is a register of miscellaneous stores, such as weighing scales, etc., including gunny sacks, maintained, in Forest Code, Form No. 13 and has the accuracy of the entries in it been checked and found correct?
- (ii) Has the stock of the miscellaneous stores been verified and found correct? How were differences, if any, explained and how was the explanation dealt with?
- (Stock of gunny sacks must be specially verified with reference to the date of their purchase and their present condition, etc.)
- (iii) Is an annual verification certificate submitted by the Depot-keeper or Range Officer in respect of miscellaneous stores such as weighing-scales and gunny sacks, etc., in charge of the depot-keeper, as indicated in section 81 of the Forest Code and is such a certificate recorded in the register in Code Form No. 12?

V. Stock returns

20. (i) Has effect been given to the orders passed in objection statements from time to time?
- (ii) Do the entries contain the certificate in respect of stock actually in the possession of the depot-keeper, though the whole or any part thereof may have been sold but not delivered actually?
- (iii) Is the dryage statement regularly submitted every month; if not what steps have been taken to prevent such omission?
- (iv) What is the aggregate quantity of dryage under each head of stock pending write off orders and what is the period to which the dryage relate?

VI. Fire accident

21. General.....Result of inspection.

Camp:

Date:

Divisional Forest Officer, Division
Range Officer, Range

Answers

FORM B
Stock Register—Cleaned wood

Serial number, Coupe, Invoice number and Range	Billets		Short Billets		Total Billets		Roots	
	No.	Weight	No.	Weight	No.	Weight	No.	Weight
2	3		4		5		6	
logs brought forward								
logs total								
logs								
logs total								
Balance C. F.								

FORM B
Stock Register—Cleaned wood—(cont.)

Date	Details, Serial number, Series, Coupe, Invoice number and Range	Chips		Saw Dust		Total		Deficit	Remarks and initials
		Wt.		Wt.		Wt.			
		7		8		9		10	11
	Receipts brought forward								
	Receipts total								
	Disposals								
	Disposals total								
	Balance C. F.								

FIELD BOOK

Working Circle		Felling Series			Coupe	
Serial number of tree	Description	Girth at breast height	Length of stem	Situation	Date of extraction	Heart wood or sapwood
1	2	3	4	5	6	7

SANDAL EXTRACTION AND CONVERSION FORM

Serial number of trees	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Girth at breast height																
Date of weighing																
Date of payment and voucher number																
Details of pieces obtained (rough cleaned wood)																
Length in feet																
Middle girth																
Weight of the rough cleaned roots and stem wood separately for each tree																
Date of weighing after final cleaning																
Date of weighing and number of voucher																
Description and number of final cleaned pieces obtained	Number of billets															
	Number of short billets															
Number of roots																
Total weight of cart load or consignment																
Remarks and initials of final cleaning depot-keeper																

FORM II

Invoice accompanying cleaned sandal consignments despatched
Department of _____ Division to the sale depot

at
Division on _____

Particulars of despatch				Particulars of acknowledgment				
Number of bags	Class	Number of pieces	Weight	Number of bags	Class	Number of pieces	Weight	Remarks
1	2	3	4	5	6	7	8	9
Total weight in words _____				Signature of the escort in token of the accuracy of the record of acknowledgment in columns (5) to (7)				
Weight of empty bags _____				Double Lock Officer, Despatching Depot				
Received _____				Escort				
Escort _____				Date _____				
				bags weighing _____ Double Lock Officer, Acknowledging Depot				
				Certificates _____				

FORM II

Invoice accompanying cleaned sandal consignments despatched
From _____ Depot of _____ Division to the sale depot

at
Division on _____

Particulars of despatch				Particulars of acknowledgment				
Number of bags	Class	Number of pieces	Weight	Number of bags	Class	Number of pieces	Weight	Remarks
1	2	3	4	5	6	7	8	9
Total weight in words _____				Signature of the escort in token of the accuracy of the record of acknowledgment in columns (5) to (7)				
Weight of empty bags _____				Double Lock Officer, Despatching Depot				
Received _____				Escort				
Escort _____				Date _____				
				bags weighing _____ Double Lock Officer, Acknowledging Depot				
				Certificates _____				

APPENDIX VII

(Paragraph 11. 1. 2. of Volume I)

Rules regarding marking and felling of trees and maintaining marking register

1. The area scheduled for exploitation as per prescriptions of working plans or special schemes shall be defined properly by survey and demarcation before any trees are marked.

2. The choice of species and limits of exploitable girth, as prescribed in the working plans or special schemes should be carefully observed. But where the species for extraction are not specified, the market conditions and demand should be the guiding factors in all cases. The Range Officer should consult the Divisional Forest Officer and prepare a list of such species as should be marked.

In the case of areas selected for clearfelling, the Conservator shall fix the exploitable girth. Generally, junglewood trees down to 48" (120 cm.) at breast height; Rosewood down to 36" (90 cm.) at breast height and teak down to 24" (60 cm.) at breast height shall be marked. Trees of lesser girth may be marked depending, absolutely, on their quality and demand, as ordered by the Conservator or Divisional Forest Officers.

3. All marking of trees in the selection working circle and similar other areas requiring technical skill on the part of the marking officer shall be done only by a qualified Ranger, strictly in accordance with working plan prescriptions and general principles of silviculture.

Marking of trees in clearfelling coupes in the conversion working circle and other obligatory areas may, however be entrusted to trained or experienced Deputy Rangers or Foresters. In such cases markings may be entered in field book (Form 124) in the first instance and the marking register in form 2, posted at the close of each day.

4. The Divisional Forest Officer, or his Gazetted Assistant, if any, should closely watch and, as far as possible, check marking work in selection working circle as the marking proceeds, while the Range Officer should do so in the conversion working circle and other obligatory clearfelling areas. Inspection and checking while the marking is in progress is highly desirable on the part of every officer, since inspections done after the work is completed would not serve the purpose of the checking as effective.

5. The officer who has marked the trees is primarily responsible for the accuracy of the work. But when it is done by Deputy Rangers or Foresters, the Range Officer also will be responsible to see that the work is properly done and that no sound tree is left unmarked.

6. The Range Officer should check not less than twenty-five per cent of the trees marked by his subordinates, while the Divisional Forest Officer should check not less than ten per cent of the trees marked by any of his subordinates. Such checking, staggered over

different stages of the work, should cover the entire area of the coupe and should not be confined to limited areas only. A certificate of checking will be required of every officer who checks marking.

7. As marking proceeds in any coupe the marking register in Form No. 2 should be written up each day and the inspecting officer should initial and date the items he has checked whenever he does so.

8. At the end of marking, the marking officer should furnish an abstract in the register showing species marked, their number, gross volume and net expected yield, applying form factor.

He should also furnish a certificate that the trees have been marked by him, that the prescriptions of working plan or special scheme have been correctly followed in the work, and in the case of clearfelling areas, that all sound and saleable trees have been marked. The numbers of the trees marked and period of marking should also be specified.

9. When marked trees are entrusted to any agency for felling and extraction, a receipt under his full dated signature showing date of taking charge of the trees should be obtained below the certificate referred to above in rule 8.

10. Marking consists of a series of operations which are defined below:—

(i) Two blazes, completely removing the bark, should be cut on the tree selected for marking, one close to ground level and the other above breast height level. The blazes should be at least 9" (22 cm.) square.

(ii) The numbers may be made conspicuous by tarring if desired.

(iii) The species of the tree should be verified again, correctly identified and its measurements correctly ascertained, and recorded. Height of the tree should be noted by making a fair estimation of length of utilisable bole.

11. Where the coupe is extensive in area, or of such irregular shape, as in the case of selection working circle and certain obligatory felling areas, they may be subdivided into smaller blocks following natural features, or by cutting narrow strip lines, and marking confined to each block and completed before proceeding to the next one with precaution against leaving trees in certain areas unmarked.

In the case of clearfelling coupes wherefrom the residual growth has to be disposed after extraction of the sound trees, the coupe should be subdivided into smaller blocks of convenient extent before marking is commenced.

12. While fellings are in progress, the coupe Forester shall fill up all entries regarding felling, conversion, outturn etc. as they occur then and there in the field. The officers inspecting the coupe should check items at random and attest those items in token of his check.

13. As felling proceeds, the log or logs from each tree will be given the primary number as that marked on the tree, Roman letters being added to the primary number when a tree yields more than one log.

14. No log should be removed from stump site till they have been registered. Registering should be done only by the Range Officer, who will be responsible for the quality of dressing and logging. Logs dressed indifferently should not be registered. All logs obtained or obtainable from the same tree should be registered in the same consignment, given a consecutive serial stock numbers and not otherwise under any circumstances.

15. The marking register contains three main headings:

- (i) Trees marked for felling;
- (ii) trees after felling;
- (iii) outturn carried over to Form No. 3

It is the duty of the marking officer and the Range Officer to see that daily entries are made in the appropriate columns under the main heading as every stage of the work progresses.

16. Immediately after marking is completed and the marking register posted up with the abstract of trees marked and the certificate of marking, the Range Officer should submit, to the Divisional Forest Officer, 2 copies of the entries made under the heading "trees marked for felling" i.e., marking list, together with its abstract and certificate of marking, and also a certificate of checking if the marking was done by his subordinates. The Divisional Forest Officer should submit one copy to the Conservator with his certificate of inspection and checking together with proposals for extraction.

17. Once marking is completed and felling have commenced no additional trees shall be marked without sanction from the Chief Conservator of Forests. The Marking Officer and the Range Officer shall be held responsible for such omission, viz. for not marking sound and saleable trees.

18. Whenever a marked tree is felled and found to be hollow, defective and unfit for collection as timber, a proper record shall be prepared for the same and a copy should be submitted to the Divisional Forest Officer by the Range Officer within 24 hours. Divisional Forest Officer and Range Officer should verify the fact during their inspections made endorse and attest the marking register.

19. Upon completion of the felling and collection of all trees, the Range Officer should himself inspect the area and cause a mahazar or yadash to be drawn up. It should be an inventory of the trees marked, felled and collected; number of logs collected and registered; balance if any; number transported, and balance, if any; number of trees felled and rejected as unsound, the reasons for rejection and marking numbers of trees rejected of trees left standing and reasons for not felling them etc.

7
1
2
3

The original of this record should be submitted to the Divisional Forest Officer, retaining a copy in the Range. It should be attested by the Guard and Forester in charge of the work, the contractor or his authorised agent and the Range Officer, when it is not practicable for the Range Officer to attend to the preparation of the mahazar himself, he will get it prepared in time, verify it as early as possible and submit it to the Divisional Forest Officer with his verification certificate.

20. A brief summary of the above record may be noted at the end of the marking register as well as date on which the mahazar or yadasth was prepared.

21. The marking register in Form 2 is a very important record and it must be maintained with great care. Erasures, overwritings, interpolations etc. should be avoided. Errors, if any, should be neatly scored and correct entries recorded and attested.

22. Divisional Forest Officers, Working Plan Officers, Conservators and Chief Conservator shall be competent to supplement these general rules.

23. All marking registers shall be carefully preserved for a period of 45 years and made available at the time working plans are revised.

APPENDIX VIII

(Paragraph 11.1.5., Volume I)

Rules regulating transporting, storing, selecting etc. at the depots

1. No person will be allowed to select timber etc. from the depots without sanction from the competent authority.
2. No lorries will be admitted into a depot after the hour of 5 p.m. and before the hour of 6 a.m. for loading, unloading etc. of timber or other produce.
3. All timber brought to a depot shall be unloaded and stacked only in the plot set apart for each particular species and not otherwise.
4. Every bidder and every purchaser is bound to abide by all Departmental Rules and conditions of the sale notice in the matter of payment of value and removal of timber, etc.
5. Ground rent will be charged at rates current from time to time for all belated removals.
6. The general conditions under which sales are conducted may be seen in the sale notifications which all bidders are bound to accept and obey.

APPENDIX IX

(Paragraph 6.6.4, Volume II)

Instructions for preparing and checking the timber returns

A. THE POINTS TO BE NOTED BY THE CLERK PREPARING THE TIMBER RETURNS, ETC.

In the Divisional Monthly timber returns entries must be arranged according to heads of service, the items under each head being picked out from the various depots and Range returns. Thus, if there are three sales depots A, B, C, and four Ranges D, E, F, G, in a Division, the entries will be in the following order:

(a) Timber			(b) Fuel		
Depot	..	A	Depot	..	A
	..	B		..	B
	..	C		..	C
	..	—		..	—
Total	..	..	Total	..	..
	..	—		..	—
Range	..	D	Range	..	D
	..	E		..	E
	..	F		..	F
	..	G		..	G
	..	—		..	—
Total	..	..	Total	..	..
	..	—		..	—

and so on. The depots and Ranges must be entered in the same order under each heading and in each form in which they occur; thus the three depots and the four Ranges shown in Form 5 under timber as A, B, C, D, E, F, G must appear in the same order, and not mixed up (D, A, C, E, B, F, G). For instance under fuel, bamboos, grasing etc. in Form 5 and in Form 6. If no transactions occur under fuel in a depot—(for instance) in which timber transactions have occurred, the depot need not be shown under fuel, but the remaining depots must be kept in their proper order (A and B); again, if fuel depots exist which do not appear under timber transactions they must be entered after the depots which have already appeared under timber.

Note :—Sale depots and Forest Depots should be treated as belonging to separate lists, each list being dealt with in accordance with the above instructions, all sale depots being entered first.

FORM No. 5

The opening balance (columns 4 and 5) for any month must exactly correspond with the closing balance as shown in columns 14 and 15 of the previous month's return. Under no circumstances may this rule be broken.

The entries in columns 7 and 8 should be in the same order as those in columns 14 and 15 of the previous month's return. When posting the form in the Divisional Office, the procedure should be as follows:—

(i) Enter from previous month's return the opening timber balance of the first sale depot shown in that return, posting columns 2, 3, 4 and 5.

(ii) Check the receipts in columns 6 to 8 of the depot returns (Form No. 5 of the depot) with the abstract of receipts given in Form No. 3 and then enter them in columns 6, 7 and 8 of the Divisional Form No. 5.

(iii) Add columns 4 and 7, 5 and 8 and enter totals in columns 9 and 10.

(iv) Refer to Form No. 4 of the depot concerned, check disposals.

- (a) Sales with entries in Cash Book, auction lists (Form No. 11) and pass duplicates and (Form No. 9).
- (b) Transfers to other depots, with Form No. 3 of the other depots concerned.
- (c) Write off with sanction to write off.
- (d) Used departmentally with the estimates for the work.
- (e) Free grants with sanction orders and with Form No. 10.
- (f) Conversions with receipts of converted timber in Form No. 3.

(v) Post columns 11, 12 and 13 showing items A, C, D, and F of the preceding paragraph and so much of (B) as has been acknowledged by the other depots concerned including despatches of previous months, as per Form 4, shown in Form No. 3 as received at the depots concerned during the current month.

(vi) In the remarks column, enter numbers and dates of sanction, under C and E.

(vii) Deduct columns 12 and 13 from 9 and 10 respectively and enter balances in columns 14 and 15.

(viii) Enter from previous month's return the opening timber balance of the second sale depot and repeat the above operations.

(ix) Continue as above till all the sale depots of the Division shown in the previous month are disposed of and repeat the operations in the same manner in respect of the Ranges comprising the Forest

depots. If there be any new sale or Forest Depots as seen from Form No. 3, make entries in respect of them under the respective groups.

(x) Repeat the operations for bamboos, grazing, minor produce, confiscated produce etc. separately.

(xi) Fill in column 1 entering a number against each transaction when no produce has either been received in or disposed of from a depot during the month. No serial number need be entered against the balance carried through the Form.

(xii) Note prominently against each item in the remarks column the agency by which transport was effected, e.g. contract or departmental etc. with full particulars.

(xiii) Wastage in the conversion of logs into scantlings should not be written off without sanction. When timber is converted into scantlings, Form 4 should show against the particular log "disposed of by conversion of cubic metre" and Form 3 should show "received by conversion of log No. 2 C". The wastage should be brought to Form No. 5 and remain there until sanction to write off is received. It would then appear in Form No. 4 as "written off under sanction order No." and the entry would be taken to Form No. 5 at the close of the month.

(xiv) Certify at foot of the form as follows:

"I hereby certify that the balance shown in columns 14 and 15 is correct."

FORM No. 6

Form No. 6, is merely an abstract of the sales shown in Form No. 4 (Disposal register) arranged in order of head of service; it must tally with entries of sales in Form No. 5. Column 2 is to facilitate check with disposals shown in Form No. 5 and in cash book. Column 8 shows only the amount actually paid on disposals during the month while payments in arrears are shown in the body of Form 9, and at foot of Form 6, under column 8 opposite "add outstandings from previous months" no details being given.

Column 7 shows the total amount of sale whether paid or not, column 8 the actual amount paid and column 9 = column 7—column 8. When an entry appears in column 13 for any month it must be brought forward in the following month's return above the current entries of each month, until the produce is removed then it will be transferred to column 12. Sufficient information should be written across the form opposite each item brought forward in column 13 to enable the Divisional Forest Officer or the Audit Office to understand the incomplete transaction. The amount realised during the month is the figure in column 8 and is composed of actual payments for current sales and outstandings realised during the month.

FORM No. 8

This form resembles Form 6, but refers to removal by consumers and purchasers. It is unnecessary to give detailed instructions regarding the method of posting the form as the principles are the same as for form 6. The items which fall under the various sub heads can be ascertained by a reference to the concerned sections in the code. The returns from which this form is posted are pass duplicates, registers of leases and cash books, of the Range and other subordinate officers.

When the right to collect certain produce is leased out, the full amount due, the amount recovered and the balance under the lease for one year must be shown in columns 6 to 9 either when the leases are entered into, or, in the case of leases extending over more than one year, in the return for the month in which the amount is actually due. At the same time the estimated quantity of produce to be removed during the financial year should be shown in columns 3 and 4. The revenue under "d" and "c" is also to be shown in this form.

FORM No. 9

The entries in this form will be arranged by budget sub heads, the entries under each sub head being arranged by depots and Ranges as prescribed for Form 6.

Column 4 for each month must exactly correspond with column 9 of the previous month's return. Recoveries will be posted in columns 7 and 8 from the cash book, column 9 will contain column 6—column 8. Column 5 will contain outstandings from column 9 of Form 6 or column 8 of Form 8 as the case may be.

Columns 4, 5 and 8 must be totalled for each budget sub head. The total outstanding as per column 9 will correspond with the outstanding given at the foot of Form numbers 5 and 8.

In column 3 the date from which each item is outstanding must be entered; in the case of leases for which payments by instalments are prescribed, the transaction has to be shown in Form Nos. 5 and 12 in the month in which the amount falls due. Instalments due at future dates will be shown in the remarks column.

Should any outstanding prove irrecoverable, sanction is necessary before it can be written off, and until such sanction is obtained it must continue to be shown in Form No. 9.

B. THE POINTS TO BE NOTED BY THE CLERK CHECKING THE TIMBER RETURN ETC.

FORM No. 5

1. That the arithmetical calculations are correct,
2. That the closing balances of the previous month are correctly brought forward as the opening balances of the month under audit,
3. That the quantity of produce on account of which charges for collection, conversion and transport are incurred under the head "7061 timber and other produce removed from forests by Government Agency", corresponds with the quantity shown as added to stock collected, converted or transported in this return,
4. That the transport of timber and other produce from one forest or depot to another is correctly shown as a receipt against the particulars of forest or sale depot concerned,
5. That the sales of timber and other produce are shown in Form No. 6,
6. That the closing balance is correctly struck, and
7. That the proper sanctions are forthcoming for timber and other produce shown as written off.

FORM No. 6

1. That the arithmetical calculations are correct,
2. That the sales recorded in Form No. 5 are brought into Form No. 6,
3. That the value realised is properly classified, and credit given in the monthly cash account, and
4. That the revenue not realised is taken to Form No. 9.

FORM No. 8

1. That the arithmetical calculations are correct,
2. That the seigniorage rates sanctioned for the Division have not been exceeded or short claimed,
3. That revenue not realised is taken to Form No. 9, and
4. That revenue realised is correctly classified and credited in the monthly cash account.

FORM No. 9

1. That the closing balances of the last month are correctly brought forward as the opening balances of the month under audit,
2. That the value of timber etc. not realised, as per forms 6 and 8 is duly recorded in this return,
3. That the realisations of outstanding revenue are credited in the monthly cash account; and,
4. That the closing balance is correctly struck.

REGISTER OF WORKS

1. That the rates paid for works agree with the rates in the sanctioned estimate.

C. THE POINTS TO BE ATTENDED TO BY THE CLERK ENTRUSTED WITH THE SUPERVISION OF THE AUDIT OF THE RETURN

1. That the amounts shown as realised in forms 6 and 8 have actually been brought to account,
2. That timber etc., written off is covered by proper sanction,
3. That the balances shown as outstanding in Form 9 agree with the total of the balances in forms 6 and 8,
4. That prompt action is taken to realise all outstanding,
5. That sanction is traceable for credit sales,
6. That transfers of timber etc. from one depot to another have actually been shown as issues and receipt in the several returns concerned, and
7. That the classification is generally correct.

He must also compare the revenue under each budget head with the figures for the same period of the preceding year, and bring to notice of the Divisional Forest Officer any marked decrease.

He must also watch the progress of expenditure of sanctioned works, and bring insufficient progress to notice.

Note.—The reviewing subordinate should, in addition to the above points, test the opening balances in a few cases with previous month's closing balances and should generally satisfy himself that the returns have been properly audited.

APPENDIX X

(Paragraph 7.6.1. Volume II)

Rules for the supply and maintenance of Government tents supplied to Forest Officers

The following rules must receive the very careful attention of Forest Officers:

1. *Supply of tents.*—With a view to enable Officers proceeding on inspection tours to command the greatest amount of convenience possible during such tours in respect of proper accommodation, Government have sanctioned the supply of tents, which can be obtained by indent from the Chief Conservator of Forests.

The tents supplied to the Forest Department shall be inspected by the Chief Conservator of Forests, who may, if unable to be present for unavoidable reasons, depute an experienced Gazetted Officer of the Forest Department for the purpose.

As for old tents, Conservators will have discretion in the course of their annual inspection of tents, or at other times, to condemn all unserviceable tents in their circles provided that no tent shall be condemned as unserviceable merely on account of age. In case a tent has to be condemned as unserviceable before it has served its allotted period of life an enquiry should be made into the reasons for its unserviceable condition, and the explanation of the Officer or Officers responsible therefor must be obtained and submitted to the Chief Conservator of Forests with the recommendations of the Conservator.

Note.—Tents for Forest Guard's training schools are not required.

2. Tents issued to Forest Officers are intended for the use of the Officer holding the appointment for the time being.

3. *How to keep tents when not in use.*—When not in use, tents should generally be kept in a dry place on stands about 18 inches (45 cm.) high and great care should be taken that they are not damaged by rats or white-ants. But during the monsoon, when they are not in use, they should also be spread out in the sun to dry not less than once a month.

4. *Instructions for pitching and striking tents.*—The following instructions are laid down for pitching and striking tents and must be carefully attended to by all officers using Government tents.

(1) Tents should not, as a rule be pitched under tamarind trees.

(2) Tents should be spread on the tent bags and carpets before raising, and they should be struck only after spreading the bags and carpets to receive them, straw also should be used when available. On no account should tents be dragged along the ground.

(3) Great care must be taken in pitching tents that the pegs for the ropes are placed in a straight line with the seams in the fly so that strain may be direct and equal and not crosswise. Ropes should not,

therefore, be tied to trees unless they happen to be exactly in the true line which will seldom be. It is the safest plan never to allow them to be tied to trees. If tents bag at the corners, the ropes which pass inside the fly round the pole, must be pulled moderately tight and tied to the corner ropes so as to make the strain come on them and not on the canvas.

(4) In stormy weather, the corner and storm ropes of tents should invariably be "bushed". The operation of "bushing" consists in digging a hole beyond each corner peg about a foot deep or so. In this hole, a branch or bush is buried horizontally but the upper end is left out of the ground, forming a crook if possible. The rope is first passed round a peg in the ordinary manner and the end of the rope is then tied round the upper end of the buried branch or bush. If bushes cannot be procured as in sandy tracts, a hole should be dug and a wooden peg buried at right angles to the direction of the rope at the depth of a couple of feet, the rope tied to it and the hole filled in and the sand firmly rammed down. It will be found that ropes so secured will hold in sandy soil far better than if tied to pegs driven in the ordinary way.

(5) When rain comes on, all tent ropes should be slightly slackened off, so as to allow for the shrinkage of the ropes and canvas when wet. Ropes are otherwise liable to be broken and canvas to be torn and it often happens that their shrinking pulls the pegs out of the ground, especially in the dry weather when the ground is hard, and the pegs have probably not been driven in deep. If this should happen at night, as it frequently does, the fact that the pegs have been drawn out is likely to pass unnoticed and the tents will be liable to be blown down if the wind should rise.

(6) Care should be taken not to strike and pack tents when damp from rain or dew. A march had better be a little delayed before a tent be spoilt from mildew, which is the certain consequence of frequently packing tents, with damp. If, however, the packing of tents wet is unavoidable, they should be opened out at the very earliest opportunity.

Repairs to tents (Subject to Government sanction).—Divisional Forest Officers are empowered to sanction expenditure on petty repairs to tents up to limit of Rs. 20 per set annually and Conservators of Forests sanction expenditure on repairs to tents to the extent required within Budget provision. No expenditure on repairs should be incurred within twelve months from the date of original issue of tents, save in exceptional circumstances.

Damage due to negligence must be paid for by the officers causing it. It should be understood that the Government have no intention of supplying labour for the care and pitching of tents. Officers must take their own arrangements in their respect as they have done in the past with respect to their own tents.

G. *Report on the condition of the tents by the Officers.*—Officers assuming charge of offices to which tents have been allotted will report on the condition of the tents taken over by them. The reports

should be submitted to the Conservator of Forests who will give the necessary orders as to repairs which can be executed locally. All cases in which the Conservator considers it necessary to recover the cost of repair of tents, damaged by an Officer's negligence, will be reported by the Conservator of Forests with the explanation of the Officer concerned. Before forwarding these reports to the Chief Conservator of Forests the Conservator, through whose hands they pass, should give the necessary orders as to repairs which can be executed locally. Reports of transfers of Range Officer's tents need not be forwarded to the Chief Conservator of Forests.

7. *Inspection of tents.*—Divisional Forest Officers will inspect Range Officer's tents and Conservators the Divisional Forest Officer's tents at the annual inspection of Range and Divisional Forest Offices, respectively. Divisional Forest Officers will submit a copy of their report on the condition of Range Officer's tents to the Conservator as soon as possible after the inspection. The responsibility for the proper upkeep of tents is personal and should invariably be enforced.

8. *Tents when and where to be repaired.*—Repairs found to be required should be completed as early as possible, so that all tents may be in perfect order. All repairs must be carried out locally under the supervision of the officers in charge of the tents. Cloth required for patching can be purchased either locally or from jails or from the Department of Industries.

APPENDIX XI

(Paragraph 7.5.1. of Volume I)

General Rules for the Prosecution of Forest offences Forms for reporting Offences etc.

(Rules approved vide G. O. 26885/F-2/62 Agri. Forest,
dated 27th February 1963.)

1. *Submission of occurrence report.*—When a Forest Officer below the rank of a Range Officer detects the commission of a forest offence, he shall, within 24 hours, submit an occurrence report of the case to the Range Officer in the form of a "Yadast" or "Mahazar" setting forth the nature of the offence committed, the names of the offending parties, the date and scene of the offence and the damage done, together with a description of the property, seized, if any, and other particulars. This "Yadast" or "Mahazar" should be prepared at the scene of offence immediately after the offence is detected and it shall be got attested property, if possible, by the accused persons and witnesses if any, present at site. The Forest Officer shall also at the same time place the seized property under safe custody and shall put his official stamp mark on the same. If any timber, forest produce,

or any other property has been seized and if the offender is known a report of seizure should be made in the Form 'A' (Appended) to the Magistrate having jurisdiction in the case. In such cases, the property seized should be handed over to the custody of the Village Officer or in his absence to the Village Assistant. In the absence of both, the property may be transported to the nearest Forest Station or Depot for safe keeping. If that too is not practicable, it may be made over to a reliable inhabitant of the village nearest to the scene of the offence, but in such cases, the custody of the articles should be transferred to the Village Officer as early as possible. The receipt obtained from the Village Officer, or the inhabitant as the case may be, as well as a copy of the 'A' Form report should be sent to the Range Officer, together with the occurrence report and any other records pertaining to the case within 24 hours. If any animal has been impounded, the pound receipt should also be sent along with the occurrence report to the Range Officer. The Range Officer will be responsible for seeing that there is no delay on the part of his subordinates in the submission of the occurrence and 'A' Form reports. He should likewise bring to the notice of the Revenue Divisional Officer, through the Divisional Forest Officer, any delay on the part of the Village Officer either in granting the pound receipt or in granting the receipt for the property seized and made over to him for safe custody.

If the offence is detected by the Range Officer or by any other Forest Officer, he will also proceed on the above lines.

2. *Action to be taken by the Departmental Officers on receipt of the Form receipt.*—As soon as the occurrence report and Form 'A' report are received by the Range Officer, he shall, after proper enquiry, submit a report in Form (B) (Appended) to the Divisional Forest Officer. The number and date of the report in Form 'A' should be quoted by the Range Officer in the appropriate place in Form 'B' report. This report shall ordinarily be submitted by the Range Officer within one month from the date of detection of the offence, but in rare cases, if the Range Officer requires more time for an enquiry, he may take 15 days more for the same. But he shall in any way delay the submission of the report in Form 'B' beyond the time limit of 45 days from the date of detection of the offence. On receipt of the 'B' Form report and the connected records, the Divisional Forest Officer will decide whether the case should be prosecuted or compounded or withdrawn and will communicate his decision to the Range Officer in Form 'C' (Appended).

If the orders are to prosecute, the Range Officer will forward a triplicate copy of Form 'C' together with a copy of Form 'B' to the Magistrate.

If the order is to compound, the 'C' Form communication to the Range Officer should be accompanied by notices in duplicate Form 'D' (Appended). The Range Officer will then take steps to serve the 'D' Form notices on the accused. If the compounding fees are paid within 30 days from the date of service, by all the accused, the Range

Officer will return the duplicate of Form 'C' to the Divisional Forest Officer with his endorsement on the back of it. He should retain the triplicate of Form 'C' except in cases in which a report in Form 'A' has been submitted in the first instance. In such cases he will forward to the Magistrate the triplicate copy of Form 'C' after noting on it the fact of payment of the compounding fees and the number and date of the corresponding report in Form 'A' submitted in the first instance.

If compounding fees are not paid within the period of 30 days, the Range Officer, besides returning the duplicate copy of Form 'C' with his endorsement to the Divisional Forest Officer, will forward to the Magistrate Form 'B' together with the triplicate of Form 'C' after noting on the latter that the compounding fees have not been paid within the time allowed or, in cases where there are several accused persons, which of them have paid and which have not.

If the orders are to withdraw the case, no report to the Magistrate is necessary except in cases in which a report in Form 'A' has been submitted in the first instance. In such cases, the triplicate of Form 'C' should be sent to the Magistrate after noting on it the number and date of the corresponding report in Form 'A' which was submitted in the first instance.

The amount of compounding fees fixed by the Divisional Forest Officer should be communicated to the Magistrate in the triplicate copy of Form 'C'.

When a prosecution is ordered or a trial by a Magistrate is necessitated by the failure of an offender to pay the compounding fees, the Range Officer should cause the summons received from the Magistrate to be served on the parties concerned and conduct the case himself, if it is an important one; in other cases he will instruct the prosecuting Ranger, Section Officer or other officer not below the rank of Forester to conduct the prosecution.

Duplicate
KERALA
FOREST DEPARTMENT

To The Class Magistrate,
Form I

Seizure Report
(Preliminary) under
section 52,
Forest Act

Range
of

Offence No.

1. Nature of the offence
2. Scene and date of the offence
3. Name and residence of the accused
4. Description, quantity and value of the forest produce or other property seized

Date
Forest 46

Range Officer.

Date
Forest 46

Range Officer.

Triplicate
KERALA
FOREST DEPARTMENT

To The Divisional Forest Officer,
Division
Form I

Forest Offence Seizure Report
(Preliminary) under
section 52,
Forest Act

Range
of

Offence No.

1. Nature of the offence
2. Scene and date of the offence
3. Name and residence of the accused
4. Description, quantity and value of the forest produce or other property seized

Date
Forest 46

Range Officer.

FOREST OFFENCE FORM 'A'
KERALA FOREST DEPARTMENT

.....Range
Forest Offence Report No.....dated.....19.....
To

The Magistrate/Divisional Forest Officer,
.....

1. Locality and date of offence
2. When, where and by whom detected; and by whom and when reported; number and date of report in Form H.
3. Number, name, age, parentage, caste, calling and residence of accused; and if arrested, by whom, when and where?
4. Nature of offence, and under what rule and section liable. If the offence is theft of forest produce, state whole quantity and value involved. If the offence is illegal grazing, state the number and description of the animals
5. Number, name, parentage, calling and residence of witnesses. Points on which each witness's evidence is required
6. Nature of the defence; state whether the accused is willing to compound
7. Description and value of produce and tools etc., seized, and by whom and when
8. In whose charge, and by whom and when left and where the receipt is recorded
9. History of the case; nature and date of inquiry by the undersigned

(Duplicate)
KERALA FOREST DEPARTMENT
 (Paragraph 7.5.3. K.F.D.C. Volume I) Division Range

Receipt for Thondy Released

No. _____
 Name or names (in full) of the party
 Range No. of the Forest case
 No. and date } Divisional Forest Officer's
 of the } Magistrate's
 Order
 Particulars of thondy released
 I certify that I have this day _____
 received the above articles involved in Case No. _____
 of _____ Range as per orders of the
 Divisional Forest Officer.
 No. _____ Dated _____ from _____

Signature of the party.

Signature and designation of
 Officer releasing the thondy.

Signature and date.

Countersignature of the
 Range Officer.

(Original)
KERALA FOREST DEPARTMENT
 (Paragraph 7.5.3. K.F.D.C. Volume I) Division Range

Receipt for Thondy Released

No. _____
 Name or names (in full) of the party
 Range No. of the Forest case
 No. and date } Divisional Forest Officer's
 of the } Magistrate's
 Order
 Particulars of thondy released
 I certify that I have this day _____
 received the above articles involved in Case No. _____
 of _____ Range as per orders of the
 Divisional Forest Officer.
 No. _____ Dated _____ from _____

Signature of the party.

Signature and designation of
 Officer releasing the thondy.

Signature and date.

Countersignature of the
 Range Officer.

APPENDIX XII

(Paragraph 7.6.1., Volume I)

The following rules are framed to regulate the destruction of records and preservation of records, as the case may be in offices of the forest department

'A'

1. Soon after the close of the financial year, the Divisional Forest Officer shall examine the records of his office and prepare a list of those documents which are ripe for destruction. A large bulk of the correspondence may be got rid of by destroying forwarding dockets, inquiries and reminder. Many of the letters relating to questions, which have remained settled for three full years may also be destroyed provided the office registers contain all information necessarily to be kept on record.

2. Such documents as register of reserved forests, ranguage register, annual or special reports, Divisional Forest Officer's reports which have been marked for permanent retention, correspondence relating to boundary questions, rights and privileges of other persons in the forests, working plans and annual plans of operations, and all subjects affecting the general management and history of the forests of the Division and all orders of the Government and circulars on important subject should be carefully preserved.

3. Returns in Forms Nos. 1,98 and 99 should be preserved until a working plan or other report embodying a complete account of the forests concerned has been prepared or revised.

4. As a general rule, when monthly or annual returns have been reproduced or adequately and summarised in printed working plans or administration reports, the original manuscript forms may be destroyed provided they have been retained for at least three complete years in all. The destruction of forest records needs most careful supervision and the selection for destruction should therefore never be entrusted to any clerk closely connected with questions of ownership of land the preservation of which is a matter of the utmost importance exist among them.

5. The rules governing the destruction of account records contained in Article 358 of Kerala Financial Code are applicable to the Forest Department as well and should be carefully observed and the records mentioned therein should be treated as per the provisions of the rules in the article cited above.

'B'

6. All records specified in Appendix 'A' attached to these rules shall be preserved permanently.

'C'

7. The records specified in Appendix 'B' attached hereto shall be destroyed at the expiry of the period mentioned in column 2 thereof in the manner prescribed in rules 8 and 9 hereunder.

8. At the end of each official year, Divisional Forest Officers should obtain lists of records ripe for destruction as per these rules from their subordinate offices such as Range, Depot, etc. Officers and after careful scrutiny incorporate them in the list of records prepared in the same manner for their own offices and submit them to the Chief Conservator of Forests for sanction for destruction. On receipt of sanction, Divisional Officers should arrange to have them destroyed in the presence of the Manager of the Divisional Office and the Divisional Forest Officer himself. A similar procedure will be adopted in the case of the records to be destroyed in the Chief Conservator's Office the records being destroyed in the presence of the Record-keeper and the Personal Assistant to the Chief Conservator's Office. The same rule applies to Conservator of Forest's Offices.

9. All records sanctioned to be destroyed as per these rules should be destroyed by burning.

'D'

10. Notwithstanding anything said in these rules no papers of special importance, such as those relating to:-

- (a) Boundary disputes.
- (b) Forest settlement.
- (c) Rights and claims of jennies and chiefs and planters.
- (d) Grants of lands to concessions and Companies.
- (e) Acquisition or purchase of lands and management of private Forests.
- (f) Lease of cardamom gardens and other lands.
- (g) Topographical or Botanical surveys.
- (h) Schemes for the organisation of the Department or for improvement of forest, project etc.
- (i) Working Plans, etc.
- (j) Sensational Civil Suits involving Forest interests etc. shall not be destroyed without the special sanction of Government.

'E'

11. The Chief Conservator or the Conservator of Forests or the Divisional Forest Officer may however, for any reason recorded in writing direct the retention of any record ripe for destruction as per these rules, for a longer period than that specified in Appendix 'B' or order to be preserved permanently if he thinks it necessary to do so.

APPENDIX A

Records to be permanently preserved

1. Cash account books (For revenue and expenditure)
2. Timber stock registers
3. Timber disposal registers
4. Contractors ledger.
5. Current register of letters received and despatched.
6. Copy books of correspondence.
7. Elephant registers.
8. Reserve Books.
8. (a) Books relating to specially protected areas.
9. Register of Reserved Forests.
10. History of plantations (Plantation Register)
11. Divisional Forest Journals.
12. Range Forest Journals.
13. Disbuser's ledger.
14. Deposit Registers.
15. Transfer entry books.
16. Service Registers.
17. Gazette books and Forest sheets of the Chief Conservator's Office and the Divisional Forest Offices.
18. Survey maps, plans, Divisions, Range and Reserve maps and maps of working circles.
19. Files containing Government proceedings and circulars.
20. Administration reports and returns.
21. Annual Plans of Operations.
22. Budget estimates.
23. Working plan reports together with the field book for the valuation of trees in the working circles.
24. Forest Settlement cases.
25. Files regarding acquisition and purchase of lands and management of private Forests.
26. Files regarding reservation of Forest tracts.
27. Files regarding boundary disputes.
28. Files regarding rights, claims and privilege of chiefs, jennies and Planters.
29. Files regarding grants of lands to concessions and companies.
30. Files regarding lease of Cardamom gardens and other lands.
31. Files regarding topographical and botanical surveys.
32. Files regarding schemes for the organisation of the department, improvement of forests, projects etc.

33. Files regarding sensational civil suits involving large forest interests.
34. Standing order books.
35. Service order books.
36. Serial register of estimates for original works.
37. Serial Register of estimates for ordinary works.
38. Progress report of works for audit of each year
39. Register of revenue and expenditure.
40. Register of yield in material in reserves.
41. Control books.
42. Record of works and reproduction.
43. Agreements (all kinds).
44. Register of stores, tools and plant.
45. Library books and registers thereof.
46. Register of free grants.
47. Field books for survey of reserve boundaries, investigation of roads etc.
48. Register of leases.

APPENDIX B

List showing the nature of records that may be destroyed and the period for which they will have to be retained in office after final completion of all transactions recorded

ACCOUNTS

Register of attachments and liabilities ..	35 years.
Register of warrants received for the interest due on Government of Indian promissory notes ..	35 "
Work Register ..	10 "
Vouchers of payment under "B. Conservancy and works" ..	5 "
Chalans ..	3 "
Remittance books ..	3 "
Other Accounts and ledgers ..	3 "
Counterfoils of cheques issued ..	3 "
Office copies of returns of cheques drawn ..	1 "

Other records not specified but falling under this head ..	1 year
List of estimates sanctioned for works ..	1 "

FOREST OFFENCES

Register of Forest Offences ..	5 years
Register of thondy articles ..	5 "
Return of breaches of forest laws and copies ..	3 "
Return of Thondy articles ..	3 "
Papers relating to rewards for informants and general breaches of forests ..	3 "

ORGANISATION AND ROUTINE

Opening and closing of depots ..	5 years after the depot is closed
Return of fines inflicted on recalcitrant witnesses, etc. ..	1 year
Applications for private and other passes ..	1 "
Other papers falling under this head ..	1 "

REPORTS

Inspection reports of Divisional, Range, Depot and other offices ..	5 years
Copies of diaries etc. of Forest Officers and Controlling Officers ..	3 "
Copies of diaries of other officers ..	1 year
Timber passing returns from watch stations ..	1 "

TIMBER A

Marking Register ..	5 years
Auction sale returns and lists ..	10 "
Monthly statements of receipts, issues and balances of timber ..	10 "
Monthly statements of sales of timber ..	15 "
Statement of Kolevisa ..	10 "
Statement of outstandings ..	10 "
Stock copies ..	5 "
Progress report of revenue works except for audit of each year ..	3 "

Completion bills for revenue works except for audit of each year ..	3 years
Office correspondence relating to the above between the Chief Conservator and Subordinate Officers ..	3 "
List of contracts ..	1 year
Monthly timber returns of depots and ranges ..	15 years
Papers relating to the supply of timber ..	5 "

FIREWOOD AND CHARCOAL A-I

Papers relating to supply ..	5 "
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MINOR FOREST PRODUCE A-II

Papers relating to supply ..	1 year
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FOREST PRODUCE A-II.

Statement of forest produce removed by consumers and purchasers ..	15 years
Statement of outstandings from consumers and purchasers ..	10 "

CONFISCATED DRIFT AND WAIF WOOD

Papers relating to confiscated drift and waif wood ..	1 year
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ELEPHANTS

Papers relating to Elephant capturing operations ..	5 years
Monthly statements of elephants ..	3 "
Half-yearly statement of elephants ..	3 "
Papers relating to sale of elephants ..	3 "

STORES, TOOLS AND PLANT

Half-yearly returns of Stores, Tools and Plant ..	3 "
Papers relating to the subject ..	3 "

COMMUNICATIONS AND BUILDINGS

Progress report of capital works except for audit of each year ..	3 years
Completion bills ..	3 "
Office correspondence relating to the above subject between the Chief Conservator and subordinate officers ..	3 "
Measurement books ..	10 "

DEMARCATION

Office correspondence relating to demarcation ..	3 years
Statement of demarcation work and office copies ..	3 "

FOREST SETTLEMENT

Return of progress of settlement ..	1 year after the settlement of the reserve concerned
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SURVEYS, MAPS AND PLANS

Correspondence relating to the subject ..	3 years
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WORKING PLANS

Correspondence relating to the subject ..	3 "
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SOWING AND PLANTING

Correspondence and estimates for opening Plantations ..	3 "
Correspondence relating to the method of planting etc. ..	3 "
Returns ..	3 "

PROTECTION FROM FIRE

Correspondence relating to the sanction of estimates, etc. ..	3 "
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OTHER WORKS

Correspondence relating to works for the improvement of forests ..	3 years
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ESTABLISHMENT I

Acquittance Rolls ..	35 years complete
Annual returns of provincial staff etc. ..	30 "
Pay bills (vide Art. 222 of the Financial and Account Code) ..	6 "
Register of undischursed salaries ..	3 "
Establishment Registers ..	3 "
Leave Register ..	3 "
All proceedings regarding reduction etc. of subordinates ..	2 "
Applications for leave, payment of salaries, pension, gratuity, application for appointment, promotion, reduction, transfers etc. ..	1 year

Service Books

To be disposed
of with the
pension appli-
cation or to
be destroyed
six months
after the
death of
officers.

ESTABLISHMENT II

Acquittance rolls for T.A.	35 years
Journals and Travelling Allowance Bills	5 "
Journals and Travelling Allowance Registers	5 "
Applications for payment of T.A., reports forwarding journals etc.	To be destroyed soon as the matter is terminated.

ESTABLISHMENT III

Contingent Register	5 years
Office copies, contingent bills and vouchers	5 years to be kept with the order "cancelled" stamped on them.
Correspondence relating to all subjects falling under this head	1 year

MISCELLANEOUS

All papers falling under this head	1 year
Gazette books and Forest sheets of Range Offices	10 years
Duplicate of all passes issued under the Forest rules	5 "
Stationery Accounts	3 "
Postage accounts	3 "
Local Delivery Books	3 "
Duplicate of bills in Form No. 10 and receipts in Form No. 11 of the Forest Department and Account Code	2 "
Office Order Books	25 "

APPENDIX XIII

(Paragraphs 7.7.1 and 7.7.2., Volume I)

Suits by or against Government, Rules regarding their conduct
—District Government Pleaders and public Prosecutors—
Detailed instructions for the conduct of cases

A new set of rules were issued on 1st November 1956 vide Law Department Memorandum A1-300656 Law dated 29th December 1956 for the purpose of regulating the present set up of the district Government Pleaders and Public Prosecutors. Under the rules the Government Pleaders and Public Prosecutors are to be in direct contact with the concerned District Collectors in all matters of Government litigations, since the Collector is the local agent of the Government in the District and the Government Pleaders concerned, the legal advisers. The following detailed instructions are issued for the guidance of all concerned officers to implement the rules in the matter of conduct of Government litigations under the new set up.

1. CIVIL MATTERS

The Collector is the local agent of the Government in the District and the Government Pleader, the local legal adviser. They have to be in close touch with each other with regard to the conduct of all litigation in which Government are interested. Generally speaking, the Government Pleader is to look to the Collector for instructions and the Collector has the responsibility of furnishing instructions and affording the necessary facilities for the conduct of Government cases.

The Collector is in sole charge of litigation appertaining to the Departments of which the Board of Revenue is the head. With regard to other departments he acts as a channel of communication with the head of the Departments.

3. (2) Suits.—(i) By Government.—The sanction of Government will be obtained by the head of the Department concerned. The local Officer of the Department will move the head of the Department for this purpose (the Board of Revenue in the case of the Collector) and a draft plaint prepared by the local Government Pleader will be submitted to Government when their sanction is sought after approval by Government, the head of the Department will arrange for the plaint being engrossed on Court Fee Stamp paper of the required value and also for the preparation of the requisite number of copies. He will then have the plaint signed and verified by the person duly authorised in this behalf under order XXVII Rule 1 of the Code of Civil Procedure, and forward it to the Government Pleader concerned for being filed in to Court. He will also arrange through the local officers of the Department for giving necessary instructions to the Government Pleader for the conduct of the case at all stages.

(ii) *Against Government.*—The notice under section 80 of the Code of Civil Procedure is usually served on the Collector. If the proposed suit relates to Departments other than the Board of Revenue the Collector forwards the notice to the Head of Department concerned for necessary action. The Collector or the head of the Department concerned then investigates the matter and if the complaint is well founded, grants redress, obtaining the orders of the Board of Revenue or the Government if necessary. If, on the other hand, the proposed suit is groundless, the notice is recorded and a reply given to the notice given to that effect. In important or doubtful cases the opinion of the local Government Pleader is obtained even at this stage.

Once a suit is filed, the Government Pleader, who receives the summons under order XXVII Rule 4 of the Code of Civil Procedure, will address the Collector or the Departmental head concerned (with copy to the Collector), who will arrange through their local subordinates to give the Government Pleader the necessary instructions for the preparation of the draft written statement. The Board of Revenue or the Departmental Head as the case may be will approve the draft after consulting the Advocate-General, if necessary in important or very difficult cases and accord sanction for the defence of the suit. The written statement will then be signed and verified by the person duly authorised under order XXVII Rule 1 and sent to the local Government Pleader for being filed into Court. Thereafter it will be the responsibility of the Collector or the head of the department concerned to see that their local subordinates give the Government Pleader all instructions and facilities for the conduct of the defence.

As soon as a suit is disposed of, the Government Pleader will report the result to the Collector or head of the Department concerned with copy to the Collector. In the case of suits relating to Agricultural Income-tax or Salestax the Government Pleader will report the result to the Board of Revenue instead of to the Collector. He will on the same day on which the judgment is pronounced apply for a certified copy of the judgment and decree and obtain them as expeditiously as possible and send them to the Collector or the head of the Department or to the Board of Revenue, as the case may be with his recommendation as to the further action to be taken.

4. (b) *Appeals.*—When the decision in a suit is against the Government the question whether an appeal should be preferred or not will be decided, in respect of all Agricultural Income-tax and Salestax cases, by the Board of Revenue, where it does not relate to Agricultural Income-tax or Salestax, if the monetary value of the subject matter of the suit exceed one lakh of rupees or the suit involves questions relating to service matters, the head of the Department or the Collector shall obtain the orders of Government whether appeal should be filed; and in other cases the Collector shall be the authority to decide whether an appeal should be preferred or not.

5. (c) *Execution and Miscellaneous Matters.*—The Collector will be responsible for realising all amounts decreed in favour of Government either through his Tahsildars or by instituting proceedings

through the Government Pleader. The Government Pleader and the Head of the Department concerned will report to the Collector when over a decree is passed in favour of Government.

For the conduct of miscellaneous matters in court much the same procedure will be followed as in the case of suits.

6. (d) *Suits in Form a Pauperis.*—The Government Pleader receives notice of the application for leave to sue, and obtain the instructions of the Collector (to whom he will send a copy of the application and who will make necessary enquiries through the concerned Tahsildar) as to whether the application should be opposed or not. The court fees and costs due to Government in such proceedings will be recovered by the Collector through the concerned Tahsildar or by levying execution through the Government Pleader.

7. (e) *Watching Progress of Proceedings.*—A current is opened on receipt of a notice of suit or other proceedings and closed when a reply is given to the party. When the suit or other proceedings is actually filed a fresh current is opened, but the file is closed as soon as the written statement is filed into court. The progress of the suit or proceedings is however, watched up to the very core and recorded in a register called Call book of pending suits. If further action by way of appeal or execution is necessary a fresh current is opened and the same procedure followed.

Note.—All matters relating to suits, appeals and other proceedings are to be treated by the Collector, Head of Department and all officers as urgent at all stages.

II. CRIMINAL MATTERS

The Public Prosecutors (which term includes Additional Public Prosecutors) will deal with the Collector in regard to criminal cases. The Collector will ensure that the District Superintendent of Police arranges for necessary instruction to be given to the Public Prosecutor for the conduct of the case at all stages. In addition to the Investigating Officer, some other responsible officer fully acquainted with the case should be deputed to instruct and assist the Public Prosecutor.

2. The Public Prosecutor will report the result of every case to the Collector and the District Superintendent of Police soon after judgment is pronounced with his recommendation about the further action, if any, to be taken. In cases of acquittal, if the Public Prosecutor or District Superintendent of Police considers that an appeal should be filed, he will make a report to the Collector after obtaining copies of the necessary records.

3. If the Collector (after obtaining the advice of the Public Prosecutor in cases reported by the District Superintendent of Police) considers that an appeal should be filed he will send a report to Government in the Home Department, at the same time, sending a

copy of his report with records to the Advocate-General. The Advocate-General will thereupon send his opinion to Government in the Home Department and await their instructions in the matter. In acquittals by Magistrates, the Collector will be moved by the District Superintendent of Police or other Departmental Officer concerned and will follow the same procedure as indicated above excepting that the need obtain the advice of the local Public Prosecutor only if he thinks it necessary. Since appeals against acquittals have to be filed within three months, the Collector's report should reach the Government within forty-five days of the judgment. The Collector, in consultation with the Advocate-General or the Public Prosecutor as the case may be, may arrange for revisions to be preferred in the High Court or the Sessions Court, in appropriate cases.

4. In cases where the Collector decides that no appeal or revision need be filed, he will immediately inform the District Superintendent of Police or other department officer accordingly, and in fit cases it will be open to the Inspector-General of Police or the Head of the Department concerned to move Government in the matter with a detailed report explaining the need to prefer an appeal or revision in the ends of justice. Such cases will, of course, be exceptional.

5. In bail applications, criminal appeals and the like, the same procedure will be followed as far as possible. The responsibility of giving instructions to the Public Prosecutor will rest with the District Superintendent of Police or other Departmental Officer concerned and the Collector will see that there is no remissness in the matter.

III. COPIES

The practice obtaining in the Travancore—Cochin area of obtaining certified copies on Service Stamp papers may continue. The Collector will arrange to supply the Government Pleaders and Public Prosecutors with the requisite number of Service Stamp papers (copying sheets). The Government Pleaders and Public Prosecutors will obtain certified copies of all depositions in both civil and criminal cases in which further action is necessary by way of appeal or revision and forward them along with the judgment to the Collector.

The Government Pleaders and Public Prosecutors in the Malabar area will also obtain certified copies as above and include the cost of the same in the bills for expenses.

IV. BILLS

The Government Pleader and Public Prosecutor will send the following bills in the accompanying forms to the Collectors:—

1. Bill for expenses in Civil cases.
2. Bill for expenses in Criminal cases.
3. Bill for fees as per the rules.

All the Bills should be accompanied by the necessary certificates by the courts concerned except in civil matters for which fees are prescribed per case under the Advocate's Fee Rules. The bill for expenses and the bill for fees in criminal cases will be submitted in duplicate to the court, one copy being retained by the court and the other returned with the certificate.

In regard to civil cases relating to Departments with which the Collector is not concerned the bills will be submitted to the Head of the Department for sanction. The Head of the Department will accord the necessary sanction and communicate the same to the Government Pleader and transfer the necessary funds to the Collector.

The Collector will arrange to see that the bills for expenses as well as fees are paid to the Government Pleaders and Public Prosecutors expeditiously.

Note:—In any event the Collector or Head of a Department should not take more than two weeks for sanctioning the bills and making payments.

The minimum fee wherever payable to the Government Pleader and Public Prosecutor or Public Prosecutor may be drawn and paid by the Collector in the first week of the month. The adjustment, if any, to be made may be done when the bill for the month is sanctioned.

Statement showing the particulars of fees claimed by the Public Prosecutor, for conducting Sessions cases and opposing Criminal Appeals, etc. in the month of 19

Serial Number	Number of the case	Date of hearing	Amount Rs. P.	Remarks

Place :

Date :

Public Prosecutor.

Statement showing the particulars of fees claimed by the Government Pleader.....for conducting/defending.....civil suits, appeals, etc., in the month of.....19.....

Serial Number	Name of the case	Date of hearing	Amount		Remarks
			Rs.	P.	

Place :
Date : *Government Pleader*

Statement showing the expenses incurred by the Government Pleader/Public Prosecutor in.....No.....of.....on the file of the.....Court,.....

	Rs.	P.
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		

Place : *Government Pleader*
Date : *Public Prosecutor*

I hereby certify that items of debits and credits Nos.

marked X thus in red ink in the foregoing bill contingent charges of the Government Pleader/Public Prosecutor.....for the month of.....19.....have been checked with and a note made in books and records of my office, that the amounts of the said items are correct and that no previous certificate was granted in respect of them. The amount due to the Government Pleader/Public Prosecutor having regard to the items of credits and debits mentioned above is Rs.

This amount includes Rs.....being the refunds of stamps due to the said Government Pleader/Public Prosecutor,.....on account of unspent process fees or for stamps deposited in excess of the requirements for which a certificate will be granted to him on application.

Dated the day of 19.....
.....19..... Judge

APPENDIX XII—(contd.)

(Paragraph 7.7.1. and 7.7.2. of Volume I)

GOVERNMENT OF KERALA

Abstract

Suits—Suits for and against Government—Authorisation to Officers to verify plaints and written statements—Orders issued.

HOME (C) DEPARTMENT

G. O. No. MS. 1481/Home, dated, Trivandrum, 9th December 1958.

ORDER

In exercise of the powers conferred by Rule 1 of the order XXVII in the First Schedule to the Code of Civil Procedure, 1908 (Central Act V of 1908) and in supersession of all previous orders on the subject, the Government of Kerala hereby appoint:—

(i) the officers specified in the schedule hereto annexed as persons by whom plaints and written statements in any court of civil jurisdiction by or against the Government of Kerala shall be signed.

(ii) those of the Officers referred to in clause (i) who are acquainted with the facts of the case, as persons by whom plaints and written statements shall be verified.

SCHEDULE

Forest Department. Chief Conservator of Forests
Conservator of Forests and
Divisional Forest Officer.

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APPENDIX XIV

(Paragraph 3.3.12., Volume I)

Duties of Forest Guards

1. Every Range shall be divided into Beats including both forests and inhabited parts.
2. The boundaries of each Beat should be made out and a list and maps of all Beats maintained in each Range Office.
3. A consolidated Beat list for the Whole Division will be maintained in each Division Office.
4. Each Beat limit should be so formed that one Guard may be able to go round it in 7 days and a Guard may not be put in charge of more than one Beat.
5. Every Forest Guard must remember that he is a Forest Officer as defined by the Forest Regulation and a public servant within the meaning of the Indian Penal Code and he enjoys all privileges and immunities, as such, as long as he discharges his duties, or omits to do the same in good faith.
6. It is the solemn duty of every Forest Guard, not to trade in timber or other forest produce or to be or become interested in any lease or mortgage of any forest or any contract for working any forest whether in Kerala or in other States.
7. It shall be the duty of every Guard to be silent as to his place of destination when he starts on his round.
8. No Guard shall leave his post without proper sanction.
9. It shall be the duty of every Forest Guard to meet his neighbouring Beatmen as often as he can and exchange information. This should be done at least twice a month on days fixed between themselves. On such days the hour of meeting should be so fixed that the men may not unnecessarily waste their time.
10. When a Guard, by appointment, reaches the meeting place and does not find the opposite Beatmen, he will wait for two hours and then return to his station and make a report to the Range Officer.
11. The Beat duty shall ordinarily be conducted during the day time. In exceptional cases, it may be performed during night, but in that circumstances not less than two men should be deputed on duty.
12. Beats through dense forests far away from inhabited villages should be performed by not less than two Guards.
13. Every Guard shall carry with him a bill-book provided by the Department and a Beat diary of the prescribed form.
14. Every Guard shall be supplied with Beat Diary Book. Copies of weekly Diaries shall be submitted by the Beat Guard through the Section Forester to the Range Officer on every Monday.

15. It is the duty of every Range Officer, to see that the Guards do not write long accounts of any occurrence. They should be as short as possible and to the point.

16. No Forest Guard shall vexatiously and maliciously seize any property on pretence of seizing property liable to confiscation under the Forest Act, or vexatiously and maliciously arrest any person.

17. When there is reason to believe that a forest offence has been committed in respect of any timber or other forest produce, it is the duty of every Forest Guard to see that such timber or other forest produce, together with all tools, ropes, chains, boats, carts and cattle used in committing any such offence is seized.

18. It is the duty of every Forest Guard to prevent and interfere to prevent the commission of every forest offence.

19. It is the duty of every Forest Guard to collect all information with regard to the commission of forest offences or attempts at same and communicate it to his superior or to the officer who is empowered to dispose of the matter. He is authorised to write yadasta and collect evidence to supplement his report.

20. It is the duty of every Forest Guard to find out the suspicious characters who frequent the forests within his jurisdiction and watch their movements. During his visits to the neighbouring villages, he shall make private enquiries regarding them as well as forest offences generally.

21. It is the duty of every Forest Guard to take cognizance of the following forest offences:—

- (a) Fresh clearing in a reserved forest or a forest proposed to be reserved.
- (b) Setting fire to same.
- (c) Kindling or leaving any fireburning in such manner to endanger same.
- (d) Trespassing into a reserved forest.
- (e) Pasturing cattle or wilfully permitting cattle to trespass into Reserved Forest or a forest closed otherwise for cattle grazing.
- (f) Cutting grass and pasturage of cattle without permission in Reserves.
- (g) Felling, girdling, marking, lopping, topping, uprooting or burning any tree or stripping off the bark or leaves from, or otherwise damaging the same in a reserved or unreserved forest without permission.
- (h) Quarrying stones, burning lime or charcoal or collecting stones, lime, gravel, or earth of any commercial or medicinal value or subject to any manufacturing process or removing any forest produce in reserved and unreserved forest without permission.
- (i) Clearing, cultivating, or breaking up any land in a reserve for cultivation or for any other purpose.

(j) Hunting, shooting, fishing, poisoning or dynamitting water or setting trap or snare in a reserved or unreserved forest in contravention of rules made by Government.

(k) Damaging, altering or removing any wall, ditch, embankment, fence, hedge or railing in a reserved forest.

(l) Setting fire to jungles or forests other than reserved forest without taking precautionary measures to prevent the spread of fire into such reserved forests.

(m) Counterfeiting upon any timber or standing tree a mark used by Forest Officers to indicate that such timber or tree is the property of Government or some person or that it may lawfully be cut or removed by some person.

(n) Fixing unlawfully, to any timber or standing trees, a mark used by the Forest Officers.

(o) Altering or defacing or obliterating any such mark placed on any timber or standing tree by or under the authority of a Forest Officer.

(p) Altering, moving, destroying, or defacing any boundary mark of any forest or any land to which any provisions of the forest Act applies.

(q) Killing, wounding or capturing wild elephants without authority.

(r) Carrying on temporary cultivation without permission or on more lands than allowed by the authorities or in places or at times other than permitted.

(s) Collecting timber or other forest produce without first obtaining a permit.

(t) Collecting timber or other forest produce different from or in excess of that allowed by the permit.

(u) Boiling catechu, distilling wood oil or burning limes or charcoal in any reserved or unreserved forests save in such place as may be specially set apart for the purpose.

(v) Using any property mark which has not been registered by a superior officer or one cancelled by him.

(w) Closing a water channel used for the transport of timber by putting a dam or barrier across it without the permission of Government.

22. It is the duty of every Forest Guard to remember the names of all important trees and to identify them while standing in the forest and in the shape of timber.

23. It is the duty of every Forest Guard to seize cattle trespassing into reserved forests or in lands, on which the grazing of cattle has been prohibited by rules made under the Forest Act.

24. It is the duty of every Forest Guard to take charge of the teeth and tusks of wild elephant that have been killed or died or of any elephant killed by anyone without permission.

25. It is the duty of every Forest Guard to take all drift timber, all timber bearing marks not registered or on which the marks have been obliterated or burnt, all timber lying abandoned for 2 years and all unmarked timber to the nearest Watch Station or Police Station.

26. It is the duty of every Forest Guard to put out all fires in the reserved and unreserved forests by all lawful means in his power.

27. Every Guard shall be acquainted with the names, and numbers of reserves, their boundaries and their division into blocks and compartments.

28. It is the duty of every Guard to visit and report about the state of boundaries and to keep the cairns and sign and notice boards and buildings in order.

29. Every Guard shall be acquainted with every road, path, timber track, boundary, fire-lines and the names of hills, springs, rivers and other natural features within his jurisdiction.

30. It is the duty of every Guard to know who all have been authorised to fell timber or to collect other forest produce within his limits. It shall also be his duty to know who their agents or servants are.

31. It is the duty of every Forest Guard to be acquainted with the Hillmen within his jurisdiction and to report if they are unnecessarily exploited by low country people.

32. Whenever a Guard finds an obstruction on a road within his jurisdiction by the fall of a tree, he shall remove the same, if he can; if not, he will at once report to the nearest higher authority and note down the same in his Beat Diary.

33. It shall be the duty of every Forest Guard to be acquainted with every cultivated tract within the forest in his Beat.

34. It is the duty of every Guard, during his rounds, to visit the elephant pits and report the state in which they are and if the watchers appointed to Guard them are at their posts. If elephants have fallen into them, immediate intimation should be given to the Range Officer concerned.

35. The Guards shall enter in their Beat Diaries day by day the facts they have observed and the reports they have to submit. Unless in urgent matters no other kind of report shall be submitted by them.

36. When the neighbouring beatmen meet, they shall sign in the 'Remark' Column in token of having done so.

37. The Guard shall obey all the orders of the Rangers and other superior officers.

38. Notwithstanding anything contained in these rules every beat Guard is bound by all rules and orders issued by the Government or by any superior authority, besides the duties and responsibilities incumbent upon him either specific or implied by virtue of his being a Government Servant.

APPENDIX XV

(Paragraph 7.2.2., Volume I)

Registers prescribed in the Kerala Forest Department Code to be maintained in different Forest Offices

Sl. No.	Paragraph	Particulars of Register	Form No	Offices in which to be kept
(1)	(2)	(3)	(4)	(5)
1	3.2.5	Register of Boundary Descriptions	118	R.O. D.F.O. C.F. C.C.F.
2	4.2.7	Register of Temporary Establishment	119	D.F.O. C.F. C.C.F.
3	4.2.6	Register of Permanent Establishment		D.F.O. C.F. C.C.F.
4	9.2.1	Register of Reserved Forests		R.O. D.F.O. C.F. C.C.F.
5	9.2.2	Reserve Book	1	D.F.O. C.F. C.C.F.
6	9.2.4	Register of Annual Yield in Materials		D.F.O. C.F. C.C.F.
7	9.3.1	Division Forest Journal		D.F.O. C.F. C.C.F.
8	9.3.3	Forest Range Journal		R.O. D.F.O. C.F. C.C.F.
9	9.3.4	Depot Journal		D.O. D.F.O. C.F. C.C.F.
10	9.3.5	Plantation Journal	2	R.O. D.F.O. C.F. C.C.F.
11	11.1.2	Making and Felling Register	3	R.O. D.F.O. C.F. C.C.F.
12	6.2.3	Register of Receipts of Timber, etc.	3A	R.O. D.F.O. C.F. C.C.F.
13	6.2.5	Register of Receipts and Sales of Fire-wood		D.O. D.F.O. C.F. C.C.F.
14	6.2.4	Register of Disposals of Timber, etc.	4	D.O. R.O. D.F.O. C.F. C.C.F.
15	6.2.5	Register of Receipts, Issues, Balance of Timber, etc.	5	D.O. R.O. D.F.O. C.F. C.C.F.
16	8.2.1	Register of Revenue from Timber and other produce cut, collected and removed by Government Agency	6	D.O. R.O. D.F.O. C.F. C.C.F.
17	8.2.3	Register of Revenue from Timber and other produce cut, collected and removed by consumers and purchasers	8	D.O. R.O. D.F.O. C.F. C.C.F.

18	8.2.1	Register of Outstanding on Account of Revenue as per form No. 6	9	D.O. R.O. D.F.O. C.F. C.C.F.
19	8.2.1	do. as per form No. 3	9	D.O. R.O. D.F.O. C.F. C.C.F.
20	11.5.3	Register of Free Grant of Timber, etc.	10	R.O. D.F.O. C.F. C.C.F.
21	3.2.1	Register of Timbers, etc., sold in auction	11	D.O. R.O. D.F.O. C.F. C.C.F.
22	6.5.2	Receipt Book for Timbers, etc., delivered at depots	12	D.O. R.O. D.F.O. C.F. C.C.F.
23	7.3.1	Register of Receipts and Disposals of Stores, Tools and Plant	13	D.O. R.O. D.F.O. C.F. C.C.F.
24	7.3.1	Register of Stores, Tools and Plant issued or returned.	14	D.F.O. C.F. C.C.F.
25	8.2.4	Register of Leases	16	D.O. R.O. D.F.O. C.F. C.C.F.
26	7.3.2	Register of Immovable Properties in lands and buildings	19	D.O. R.O. D.F.O. C.F. C.C.F.
27	12.1.1	Register of Lands outside reserves, etc., K. F. C.	23	D.O. R.O. D.F.O. C.F. C.C.F.
28	12.1.3	Register of Roads		R.O. D.F.O. C.F. C.C.F.
29	7.5.1	Register of Live-stock	20	R.O. D.F.O. C.F. C.C.F.
30	7.5.3	Register of Daily Receipts, Issues, Balance of Rations	22	R.O. D.F.O. C.F. C.C.F.
31	7.5.4	Register of elephant-wise issue of daily rations	23	R.O. D.F.O. C.F. C.C.F.
32	7.5.9	Register of hire charges of elephants		R.O. D.F.O. C.F. C.C.F.
33	7.5.7	Service register of elephants		R.O. D.F.O. C.F. C.C.F.
34	6.2.5	Conversion register		D.O. R.O. D.F.O. C.F. C.C.F.
35	7.2.4	Service order book		D.F.O. C.F. C.C.F.
36	7.2.5	Office order book		D.F.O. C.F. C.C.F.
37	7.2.7	Register of books	25	D.O. R.O. D.F.O. C.F. C.C.F.
38	7.5.2	Register of forest offences	26	R.O. D.F.O. C.F. C.C.F.
39	7.5.3	Register of properties seized and disposed of	28	R.O. D.F.O. C.F. C.C.F.

APPENDIX XV—(cont.)

Sl. No.	Paragraph	Particulars of Register	Form No.	Offices in which to be kept
(1)	(2)	(3)	(4)	(5)
40	4.6.1	Register of incumbent	D.O.	D.F.O.
41	4.6.2	Register of punishments	..	D.F.O.
42	10.5.8	Register of sanctioned estimates	..	D.F.O.
43	10.8.1	Register of works	D.O.	D.F.O.
44	10.10.2	Register of contracts	..	D.F.O.
45	10.9.4	Register of tenders	..	D.F.O.
46	11.2.4	Register of forest deposits	..	D.F.O.
47	11.2.2	Register of receipts, remittances and refund of revenue deposits	..	D.F.O.
48	11.2.7	Register of interest bearing securities	..	D.F.O.
49	8.5.10	Register of refund bills (revenue) issued	..	D.F.O.
50	4.8.1	Cash book	D.O.	D.F.O.
51	12.3.1	Register of invoices issued	..	D.F.O.
52	5.1.5	Adjustment book	D.O.	D.F.O.
53	6.2.2	Field measurement book	..	D.F.O.
54	4.4.9	Register of cheque drawn	..	D.F.O.
55	4.8.3	Contractors and disbursers' ledger	..	D.F.O.
56	10.5.1	Register of measurement books	..	D.F.O.
57	10.2.6	Control book for working circle	..	D.F.O.
58	10.2.6	Record of yield and out-turn in the working circle	..	D.F.O.
59	10.2.6	Record of works of reproduction in the working circle	..	D.F.O.
60	12.2.7	Register of ground rent	D.O.	D.F.O.
61	4.3.4	Register of counter-signed chabans	D.O.	D.F.O.
62	12.5.3	Register of receipt, issues and balance of pass books, etc.	D.O.	D.F.O.

63	8.2.1	Bill book for timber and other produce sold	D.O.	R.O.	D.F.O.
64	8.2.1	Receipt Book for cash received (triplicate)	D.O.	R.O.	..
65	8.2.1	Receipt book for cash received in controlling offices (duplicate)	..	..	D.F.O.
66	12.5.1	Register of service books	..	R.O.	D.F.O.
67	12.5.1	Service books	..	R.O.	D.F.O.
68	4.2.5	Register of cheques received	..	R.O.	D.F.O.
69	13.4.5	Register of establishment expenditure	..	R.O.	D.F.O.
70	10.3.2	Register of unpaid wages	..	R.O.	D.F.O.
71	6.2.1	Field book	..	R.O.	D.F.O.
72	13.4.12	Consolidated abstract book	..	..	D.F.O.
73	10.3.3	Register of muster rolls	..	..	D.F.O.

Note.—1. D.O. means Depot Officer.

R.O. means Range Officer.

D.F.O. means Divisional Forest Officer.

C.F. means Conservator of Forests.

C.C.F. means Chief Conservator of Forests.

2. Forest Utilisation Officer, Silvicultural Research Officer, Working Plan Officer, Wild Life Preservation Officer and Special Deputy or Assistant Conservators of Forests shall maintain the above registers to the extent required in the discharge of their duties besides such other registers as may be prescribed to meet the special requirements of their offices.

3. The Chief Conservator of Forests shall arrange to get the above forms printed and bound on registers and in loose sheets wherever required for submission of monthly returns for which the same form is prescribed— See Appendix XVI.

APPENDIX XVI
(Paragraph 7.2.2., Volume I)
List of returns to be prepared and submitted from Forest Offices

Form No.	Name of returns	Reference to paragraphs in the Code	To whom to be submitted	Last date for receipt	Nature of returns
1	2	3	4	5	6
<i>I. Ranges and depots</i>					
3 & 3 A	Copy of register of stock receipts	6.4.1	Divisional Forest Officer	20th and 7th	Fortnightly
5	Receipts, issues and balance of timber, etc.	6.4.1	do.	7th	Monthly
6	Revenue from sales of timber, etc. cut and collected by Government Agency	8.2.1	do.	7th	do.
3	Revenue from sales of timber, etc. cut and collected by consumers and purchasers	8.2.3	do.	7th	do.
9	Outstanding on account of revenue	8.4.1	do.	7th	do.
21	Statement of work done by and cost of upkeep of elephants	7.5.1	do.	7th and 20th	Fortnightly and quarterly
24	Work roll of elephants	7.5.5	do.	7th and 20th	Weekly
27	Statement of treatment of forest offences	7.5.2	do.	7th	Monthly and quarterly
<i>II. Divisional Forest Offices</i>					
28	Statement of properties seized and disposed of	7.5.3	do.	7th	do.
59	Statement of undelivered logs	6.8.4	do.	7th	Quarterly
61	Progress report of sanctioned works	10.11.3	do.	3rd	Monthly
101	Statement of work-war distribution of advances	11.3.4	do.	1st	do.
102	Statement of remuneration (working charges) due to contractors	14.1.1	do.	1st	do.
103	Progress report of works done by contractors	14.1.1	do.	1st	do.
107	Statement of stores, tools and plant	7.3.2	do.	30th April and 31st October	Half yearly
115	Extracts of ground rent register Statement of receipts, issues, and balance of pass books	12.2.7 12.5.3	do. do.	1st 1st	Monthly do.
71A	Cash book copy with abstract and vouchers four diaries of Range Officers Deputy Managers and Foresters	4.8.2	do.	15th and last day of the month	Fortnightly
		3.3.10 3.3.11	do.		Weekly
<i>II. Divisional Forest Offices</i>					
	Certificates of consolidating monthly timber returns in Form No. 5, 6, 8 and 9	14.1.2	Conservator	20th	Monthly
21	Statement of work done by and cost of up keep of elephants	7.5.1	do.	15th	Quarterly

APPENDIX XVI—(cont.)

Form No.	Name of returns	Reference to paragraphs in the Code	To whom to be submitted	Last date for receipt	Nature of returns
1	2	3	4	5	6
27	Quarterly review of treatment of breaches of Forest Act	7.5.2	Conservator	15th	Quarterly
56	Statement of tours	9.1.6	do.	15th	Half yearly
107	Statement of stores, tools and plant	7.3.2	do.	15th November and May	do.
61	Tour diaries	10.11.3	do.	10th	Fortnightly
71	Progress report of sanctioned works	Vol. I	do.	10th	Monthly
102	Statements of payments on account of Kudivilla	6.5.6	do.	15th	do.
103	Statements of remuneration due to contractors	14.2.1	Chief Conservator	15th	do.
108	Progress report of works done by contractors	14.2.1	do.	15th	do.
98	Statement of fines on recalcitrant witnesses	14.2.1	do.	15th	do.
99	Progressive statement of revenue	3.3.2	do.	15th	do.
	Progressive statement of expenditure	3.3.1	do.	15th	do.
32 to 54	Administration report with Annual Returns in Forms Nos. 32 to 54	10.5.9	do.	10th	do.
57	Return of estimates sanctioned	13.4.1	Accountant General	5th	do.
	Monthly accounts	13.4.1	do.	10th	do.
	Monthly accounts	13.2.1	Conservator	10th	do.
	Monthly accounts	14.2.3	Chief Conservator	10th	do.

APPENDIX XVII

(Paragraph 4.5.5., Volume 1)

Rules regarding supply of uniforms etc., to the Executive and protective staff of the Kerala Forest Service

1. All members of the Kerala Forest Subordinate Service shall wear the uniform of their rank when on duty.
2. Foresters and Forest Guards (whether permanent or officiating) will be supplied with uniform cloth (Khaki drill 28") (71.12 Centimetres) wide 10 yards (9.144 Metres) for two suits of uniform and a complete set of accoutrements on their first appointment as such and thereafter with 5 yards (4.572 Metres) of uniform cloth for each new suit annually at Government expenses. Temporary and acting men are eligible for uniform and accoutrements only if their period of employment is likely to continue without break for over six months. Stitching charges of uniforms will be paid to Forester and Forest Guards at the rates fixed by Government from time to time. They will also be supplied with a cumby or blanket once in five years and a rain-coat and water proof cap once in four years and a pair of putties biennially. Warm clothing is supplied to those Foresters and Forest Guards whose beats lie in cold and wet tracts.
3. All accoutrements including waist belt, hammer axe, numbers, buttons and other emblems, whistles and badges supplied to Foresters and Forest Guards are the property of Government and may on no account be made away with by the wearers. Any person not on duty in the Forest Department found wearing any of the above articles classed as accoutrements shall be liable to criminal prosecution under sections 170 and 171 of the Indian Penal Code. Hammer axe must always be in the personal custody of the officer to whom it is supplied and on no account should it be used by any one else.
4. The uniform clothing putties, footwear, woollen socks, head-dress, cumby or blanket and jersey etc. supplied to Foresters and Forest Guards are also the property of Government but after the period of renewal is over, will become the property of the person to whom they are issued who may dispose of them as they please. The articles of clothing of any Forester or Guard who dies, resigns or is suspended, dismissed, or removed from service, within the period of renewal of the above articles, must be returned to the stores (Range Office) along with the accoutrements. Forester and Forest Guard will be required to be cleanly and properly dressed at all times when on duty and if they allow their clothing to become unserviceable within the period prescribed, another set will be supplied at their own expense, the cost being deducted from their pay in six monthly instalments.
5. Deputy Ranges and Rangers are required to supply themselves with the prescribed uniform and accoutrements at their own cost.

But they shall be given uniform allowance of Rs. 50, for Deputy Rangers and Rs. 100, for Rangers once in five years.

6. Forest Officers returning from Forest College or Forest School may wear the college or school uniform (if serviceable) for six months after return.

7. Rangers and Deputy Rangers are required to appear at all times when on duty, neatly and properly dressed and will be held responsible to see that the Foresters and Forest Guards under their control comply with the same rules.

8. Following is the uniform prescribed for each rank:—

A. FOREST GUARD

(1) A shirt in Khaki cloth with turned down collars two breast pockets, with flaps and buttons, leaving 1" (2.5cm.) in the left-hand breast pocket for whistle and shoulder straps on either side with 2" (5cm.) green band.

Shorts.—Khaki drill shorts with waist band two inches (5 cm.) wide double pockets and three loops for the belt and two small buckle in the front.

(2) *Putties.*—Woollen Khaki colour one pair.

(3) *Head-dress.*—Olive green slouch hat with brim on the left side folded up and fastened to the dome with distinguishing number plate in brass, and in the front Kerala State Emblem in brass will be attached.

(4) *Buttons.*—Three brass buttons with hooks and split rings of the size of a quarter rupee coin plane convex with the State Emblem raised in the centre and two raised lines all round the edge and 'KERALA FOREST' engraved in between the lines for front opening of the shirt and four small buttons of the same design but of the size of a pair for the pockets and shoulder straps.

(5) *Badges.*—One brass badge consisting of the letters K. F. and Crest of Asoka column in between the letters each in half inch (1 cm.) block, will be worn on the left side of the shirt on the breast.

(6) *Belt.*—Brown leather 2" (5 cm.) wide with brass mountings and S' hooks and a leather sheath on the left side to suspend the hammer axe.

(7) *Footwear.*—The Forest Guards serving in hilly tracts will be supplied with a pair of black ammunition boots.

(8) *Hammer Axe.*—A small axe with a round hammer head of the design of a strap for making timber. The letters K.F.D. and the number of the Guard engraved in the hammer head. The wooden handle of the axe will be 16" (40 cm.) long. The axe will be worn suspended in leather sheath on the left side of the belt.

(9) *Whistle*.—A Nickel whistle with brass chain and hook to be worn on whistle pocket. The chain passing through the second button hole and hooked at the first button hole from the top.

B. FORESTERS

Coat.—A Patrol jacket in Khaki cloth with two pouch pockets and two breast pockets with flaps and buttons, full sleeves, turned down collars and shoulder straps with 2" (5 cm.) green bands.

Shorts.—Khaki drill shorts with waist band 2" wide double pockets and three loops for the belt and two small buckles in the front.

Putties.—A pair of woollen putties same as in the case as Guards.

Head-dress.—Pith hat with a green band $\frac{1}{2}$ " (1 cm.) wide around and along the upper edge of the Khaki pagri with Kerala State Emblem in brass attached on the front side of dome of the hat.—

Buttons.—Same design and size as in the case as Guards. Five big buttons for the front opening of the coat and six small buttons for the pockets and shoulder straps.

Badges.—The same design as in the case of Guards but to be worn at the base of the shoulder straps on both sides on the green bands.

Socks.—A pair of woollen socks in khaki colour.

Footwear.—A pair of dark tan Boots.

Foresters may also wear khaki shirts when engaged in field work. Foresters and Forest Guards when proceeding on leave extending over one month, should return all uniforms and accoutrements in use to the Range Officer and obtain receipt therefor.

C. DEPUTY RANGERS

A close coat in Khaki cloth with turned down collars green banded shoulder straps, two breast pockets and two pouch pockets, all provided with flaps. The front opening will have five buttons. The shoulder straps and pockets flaps fastened with small buttons.

Trousers.—A pair of long trousers in khaki cloth without turn-ups and shaped from insept to hecic.

Head-dress.—Pith hat in khaki colour with Kerala State Emblem in white metal or silver attached to the front of the dome of the hat.

Buttons.—Same as in the case with Foresters but made of white metal or silver.

Footwear.—Pair of dark tan boots or shoes.

Deputy Rangers may also wear khaki shirts or bush shirts while engaged in field work.

D. RANGERS

Coat.—To be the same as Deputy Rangers but an open coat with four buttons in the front may be substituted instead of close coat. If an open coat is used, a green tie should be tied on a Khaki shirt or bush coat and shorts, all in khaki may be worn when engaged in field work. Rangers may also wear khaki full trousers with turnups on ceremonial occasions and Court-duty.

Head-dress.—A Police-pattern helmet or pith hat in Khaki colour, on special occasions and Court duty, a green peak-cap with Asoka emblem in white metal or silver attached at front may be worn.

Buttons.—Same as that of the Deputy Rangers.

Badges.—Same as that of the Deputy Rangers. Three five pointed silver star one inch (2.5 cm) diameter may also be worn on each shoulder straps.

Cross-belt.—A single brace leather cross-belt (tan brown pattern) with white metal fittings and one leather sheath may be worn over the coat.

Footwear.—A pair of tan boots or shoes.

9. Peons of the Forest Department are not eligible for uniforms like Foresters and Forest Guards. Those who are serving in cold and hilly tracts or who have to visit cold places, as well as mahouts, cavadies, and boat syrange similarly circumstances, if they are on the sanctioned list are supplied with warm clothing according to the following scale.

A. PEONS

One long coat of blue serge, one pair of trousers, one jersey and one cumby.

B. MAHOUTS, CAVADIES, BOAT SYRANGE

One short coat of blue serge, one pair of trousers, one jersey and one cumby.

C. WATCHERS

Watchers will also be supplied with uniform clothing for one set of uniform consisting of a Khaki shirt and a pair of Khaki shorts. The pattern of the shirt and shorts should be the same as that of the Forest Guards.

10. Sealed standard pattern of uniforms and accoutrements will be issued by the Chief Conservator of Forests to Divisional Forest Officers who will be held responsible to see that their subordinates are neatly and uniformly dressed. The supply of Forester's and Forest Guard's uniform materials and accoutrements and other equipments

will be arranged by the Chief Conservator of Forests. When fresh articles of accoutrements are supplied the old ones should be returned to the stores and if necessary destroyed.

11. Particulars regarding the cost of uniforms, accoutrements etc. will be available in Chief Conservator's Office which will be the agency for arranging these supplies from time to time according to fluctuations of prices. The cost of articles lost will be recovered from the person responsible at the rates obtaining from time to time.

12. All Officers in executive and protective staff shall dress in full uniform when on duty and whenever they appear in the office of the Chief Conservator of Forests, circle Conservator's Office or Divisional Forest Office or before the officers of the controlling staff. During field work they may appear in the dress prescribed for the occasion.

13. Indents for supply of uniform articles and accoutrements to Foresters, Forest Guards, Peons and other menials for the supply year 1st April to 31st March should be made to the Chief Conservator of Forests not later than 30th May every year. There will be only one supply for the year and it is for the local officers to see that the yearly indents meet all requirements.

14. Period of renewal of several articles is as under:

- | | | |
|-----------------------------------|----|---------------------------|
| (1) Khaki suit | .. | 1 year |
| (2) Khaki woollen putties | .. | 2 years |
| (3) Olive Green slouch hat | .. | 2 years |
| (4) Pith hat | .. | 2 years |
| (5) Boots | .. | 1 year |
| (6) Chappals | .. | 1 year |
| (7) Jersey | .. | 4 years |
| (8) Cumbly | .. | 5 years |
| (9) Rain coat and water-proof cap | .. | 4 years |
| (10) Waist belt | .. | No period of supply fixed |
| (11) Buttons | .. | |
| (12) Badges | .. | |
| (13) Whistles | .. | |
| (14) Letters and Numbers | .. | |
| (15) Hammer Axe | .. | |

A fresh supply will be made only when the original supply is lost or becomes unserviceable. If the articles are lost the value will be recovered from the subordinate at fault after observing the procedure provided under Civil Service (classification Control and Appeal) Rules in force.

APPENDIX XVIII

(Paragraph 4.6.3, Volume I)
Statement showing authorities who should prepare and maintain confidential records of members of Forest Subordinate Service and Ministerial Services

Sl. No.	Class of Officer on whom report is to be prepared	First opinion to be entered by	To be submitted through	To whom to be submitted for scrutiny and approval	Authority who is to communicate opinion if unfavourable	Custodian Officer of the report
	2	3	4	5	6	7
1	Holds of departments who are not members of I. A. S./I. P. S. Conservator of Forests	Secretary concerned	Chief Secretary and Minister concerned	Chief Minister	Chief Secretary	Chief Secretary
2	Divisional Forest Officer Staff under the Personal Assistant in the office of the C. C. F.	C. C. F. Personal Assistant	Collector	Secretary to Government	Secretary to Government through the C. C. F.	Secretary concerned
3	Staff under the Administrative Officer in the office of the Chief Conservator	Administrative Officer		do.	do.	do.
4	Staff under the Financial Assistant in the office of the C. C. F.	Financial Assistant		C. C. F.	Officer mentioned in column 3	Officer mentioned in column 3
5	Non-Gazetted staff in the office of the C. F.'s.	Senior Superintendent/Special Officer for Metric system in the offices of the C. F. as the case may be		do.	do.	do.
6				do.	do.	do.
7				C. F.	C. F.	C. F.

Class of Officer on whom report is to be prepared	First opinion to be entered by	To be submitted through	To whom to be submitted for scrutiny and approval	Authority who is to communicate opinion of unavourable	Custodian Officer of the report	
1	2	3	4	5	6	7
8 Senior Superintendent/Special Officer for Mewic system in the office of the C.F.s.	C. F.		C. C. F.	C. F.	C. F.	C. F.
9 Staff in the offices of the S. R. O., F. U. O., W. L. P. O., D. F. Os, A. C. Fs., W. P. Os, and W. P. O. Os.	Senior officer in the office directly supervising the work of the staff in the office and head of the officer in the case of the Senior Officer		Head of Office	Head of Office	Head of Office	Head of Office
10 Ranger, Depot Officers and Deputy Rangers in independent charge of a Range or Deputy, or not or who are attached to any special units	Head of offices (i.e. F.U.O., S.R.O., W.P.O., W.L.P.O., D.F.O. special A.C.F. etc.)		C.C.F. or C.F. as the case may be to whom the Head of Office, who is gazetted, submits paper direct and under whose control the Range is working	Officer in column 3	Officer in column 3	Officer in column 3
11 Deputy Rangers and Depot Officers who are not in independent charge, Clerks, Foresters, Guards, Watchers in the Ranges and other subordinates	Ranger		Officer in charge of the Division	Officer in column 5	Officer in column 5	Officer in column 5
12 Forest Veterinary Officer	C. F., Kozhikode		C. G. F.	C. F., Kozhikode	C. F., Kozhikode	C. F., Kozhikode
13 Staff under Do.	Forest Veterinary Officer		C. G. F., Kozhikode	do.	do.	do.

Note: C. C. F. — Chief Conservator of Forests
 D. F. O. — Divisional Forest Officer
 F. U. O. — Forest Utilisation Officer
 W. P. O. — Working Plan Officer
 A. C. F. — Assistant Conservator of Forests

APPENDIX XVIII (1)

(Paragraph 4.6.3., Volume I)

Rules regarding confidential reports

GOVERNMENT OF KERALA

Abstract

Confidential reports on Government Servants—Mode of preparation and custody—Orders issued

PUBLIC (RULES) DEPARTMENT

G.O. (P) No. 82

Dated, Trivandrum, 29th January 1960.

- Read.—1. Government of Travancore-Cochin Circular No. R. Dt. 15898/56/PD., dated 16th August 1956.
 2. Government of Travancore-Cochin Circular No. S(A), 4-26212/56/PD., dated 19th August 1956.
 3. Public Department (Mis-B) Circular No. M (B) 3-10392/57/PD., dated 27th May 1957.
 4. Public Department (Mis. B) Circular No. M (B) 3-3544/57-15/PD., dated 4th August 1958.
 5. G.O. MS. No. 903, Public (Rules), dated 19th October 1959.

ORDER

1. In the paper read as first reference above certain instructions had been laid down by the Government of Travancore-Cochin on the preparation of confidential reports on Government Servants and custody thereof. This was further clarified in the paper read as second reference above.

In the paper read as third reference above, certain instructions were laid down regarding the maintenance of confidential reports of Secretariat staff.

In the paper read as fourth reference above, it was laid down that pending issue of unified instructions, the instructions regarding maintenance of confidential reports in vogue in Madras would be followed in Malabar area.

In the G.O. read as last reference above, issued in October, 1959, Government had laid down that in certain categories of posts merit should be the basis for promotion.

2. Thus at present the position regarding preparation and maintenance of Confidential Reports is that separate order exist for Travancore-Cochin and Malabar areas and also for the secretariat staff. Apart from the desirability of having a uniform procedure for the

entire State the acceptance of the principle that merit shall be the criterion for promotions for certain grades of staff make it imperative that clear instructions are laid down for the preparation and maintenance of confidential reports on the work of Officers and their safe custody. The Administrative Reforms Committee has, in its report, stressed the importance of having a full and clear record of an Officer's work to enable his superiors to assess his efficiency and merit. Accordingly after careful consideration of this matter, Government are pleased to issue the following instructions (See Annexure) which will supersede all existing instructions on the subject.

3. The Superintendent of Government Presses is instructed to print and keep in stock an adequate number of the register and forms mentioned above for supply to the various Departments on demand.

(By order of the Governor)

N. E. S. RAGHAVACHARY,
Chief Secretary.

To

All heads of Departments and Offices.

ANNEXURE INSTRUCTIONS

1. *Objects.*—The object of the Annual Confidential Report is to assess as correctly as possible to what extent each officer is physically, mentally and morally suitable for his office and for promotion, whether he is able to apply intelligently the law and procedure prescribed to cases coming before him, his treatment of his subordinates and behaviour to his superiors and colleagues in other departments and his relations with the public. The report should comment generally on the way in which the officer has carried out his various duties during the period and should give an estimate of his personality, character and abilities and in the case of an officer in the Police Department his faculty for supervising, investigations and prosecution. In the case of officers belonging to technical departments or Education and judicial departments, their professional abilities and general reputation should also be referred to.

2. *Period of Report.*—(a) The report in respect of Gazetted Officers should be recorded in Form A and for Non-Gazetted Officers in Form B, and for Last Grade Servants in Form C, in each case covering the period from the 1st January to the 31st December, every year.

(b) Confidential reports shall, however, be prepared and submitted half yearly in the first three years of service of a Government servant and also during the period of probation, if any, if and when he is promoted to higher posts.

3. *Preparation.*—The following points should be noted while preparing a report.—

(i) The report should be written or typed by the reporting Officer himself. To facilitate identification the name of the Officer writing the report should be written in block letters below his signature and his designation also indicated.

(ii) The name and designation of the Officer reported on must be given in full and in the same manner as shown in the Civil List or Service Book.

(iii) The reports will, unless otherwise prescribed, be made out in the first instance by the Officer under whose administrative control the Officer is working and passed on to the next higher authority, who will satisfy himself that the reports have been prepared in the proper form and add his assessment of the subordinate's work and conduct. If the authority through whom a report passes has no knowledge of the work of the Officer reported upon, he will merely affix his signature in token of having seen the report.

(iv) Reporting Officers should not refrain from recording in the confidential report all relevant observations and opinions which they might have formed, as it is the intention of Government to ensure that the reports should represent a frank and full appraisal of the officer's merits and demerits. It is equally essential that all officers who have to record their remarks in the confidential reports should do so with the greatest caution and should not record any remarks lightly on the spur of the moment or based on prejudice. As far as possible, reporting officers should give specific instances or reasons for the particular opinions they have expressed. Colourless entries like 'Satisfactory' 'fair' etc., only defeat the purpose for which Confidential reports are maintained and should be avoided. Reporting officers should deal with both the good points and short comings of the Officer in a clear and lucid manner to enable a correct estimate to be formed of his character, ability etc.

(v) The authorities who should write the reports in the first instance who should scrutinise them and those who will keep the reports are indicated in the appendix.

(vi) Reports on Secretaries to Government, Members of the Board of Revenue and Heads of Departments who are members of the I.A.S./I.P.S. will be written by the Chief Secretary and submitted to the Chief Minister through the Ministers concerned. In the case of other Heads of Departments, the reports will be written by the concerned Secretaries to Government and submitted to the Chief Minister and the Ministers concerned through the Chief Secretary.

(vii) In the case of Officers of a Grade immediately below that of Head of the Department, and I.A.S./I.P.S. Officers [other than those referred to in item (vi) above] the Head of the Department should prepare the reports in duplicate and transmit them to the Secretary to Government in the Administrative Department concerned. After the Chief Secretary, the Minister in charge and the Chief Minister have seen the reports and added their remarks, if any, one copy should be retained in the Secretariat (by the Chief Secretary in the case of I.A.S./Officers) and the duplicates returned to the Head of the Department for record.

(viii) Whenever an officer is transferred in the middle of a year, a report or note should be prepared unless the transfer is within the first three months of the succeeding year, and forwarded to the officer under whose administrative control the Officer is transferred to be completed at the end of the year.

(ix) As the District Collector is recognised as Government's Chief representative in his district and is expected to supervise, direct and co-ordinate the activities in respect of development work in his district, confidential reports of the principal officers of the Police, Agriculture, Forests, Veterinary, Public Works Department, Co-operative Medical Departments etc. working in his district should pass to the Heads of the Department concerned through him. He may in respect of any other officer working in the areas under his control, prepare a note indicating his opinion as to the manner in which the Government servant has conducted himself (good or bad) during the course of the year and forward the report to the Head of the Department in case of gazetted officers, who shall forward such reports along with the Annual Confidential Reports in (ii) to (iv) above. Such reports shall form part of the confidential record of the Government servant concerned.

(x) A reporting Officer when he proceeds on leave or is transferred to retire must leave on record for the information of his successor his opinion on the work of every officer directly subordinate to him. This record should as far as possible contain the reporting officer's opinion in regard to all the points prescribed in this Circular. This opinion should be incorporated in the annual confidential report. If the reporting Officer has held charge for more than four months, the record should itself be made on the form of confidential report prescribed.

4. *Particulars in a Confidential record.*—The first page of the confidential Record of every Government servant should be in Form 'D' and the particulars mentioned therein should be filled at the time the report is prepared, the entries being altered from time to time when necessary. Both the pages in the confidential record should be numbered serially and no page should be removed therefrom on any account.

5. *Punishments.*—Expressions of censure conveyed to an officer or orders regarding any other disciplinary action should be recorded in the Annual Confidential Reports, quoting the No. and date of the order or other communications. A copy of the letter or order conveying the censure or punishment should also be included in the Government servant's confidential report file.

6. *Communication of Remarks.*—(i) All adverse remarks, whether through an ordinary or special report mentioned in instruction (8) should after they have been seen and accepted by the scrutinising authority be communicated to the officer concerned, unless the adverse remarks are of such a nature that the communication thereof is unlikely to result in the remedy of the defect or is considered inadvisable for any other reason. For instance, if an officer is reported to be 'doing indifferent touring', it should be perfectly possible for the officer concerned to set this defect right, if it is pointed out to him. If, on the other hand, a particular officer is reported to be 'lacking intelligence,

no useful purpose would be served by communicating this to him. Where a report shows that an officer has made successful efforts to remedy defects to which his attention has been drawn previously it should be communicated to him so that he may know that his efforts to improve have not passed unnoticed.

(ii) When an officer has done outstanding work in the course of a year and earned appreciation, it should also be communicated to him.

(iii) While communicating an adverse remark, the name of the Officer recording the adverse remarks should on no account be communicated to the officer reported upon.

(iv) The fact of communication or remarks as in (i) and (ii) above and the manner of communication should be recorded in the confidential file.

7. *Representation.*—Though unfavourable remarks in confidential reports are not punishments under the statutory rules and no appeal lies against such remarks, yet, the officer should be given an opportunity to make a representation against any remarks which have been communicated to him and which he feels to be unjustifiable. Such representation should be made to the authority charged with the duty of scrutinising the officer's confidential report, within one month from the date on which the communication is received by the officer concerned. The acknowledgement of the subordinate indicating receipt of the copy of the remarks and his representation, if any should be filed with the record.

8. *Special Reports.*—Special reports may be called for at any time on the work of any officer. Such reports should be submitted through the prescribed channels but need not be recorded in the form for annual confidential reports and should be confined to the question or questions raised.

(i) A superior Officer may, at any time of his own accord forward a report on an officer working under him should consider that the conduct of an officer makes such action necessary. Such report, should also be submitted through the prescribed channels.

(ii) Any special reports required about an Officer's fitness for promotion or about his conduct may be included in the Confidential report at the discretion of the officer, in whose custody the confidential file is kept.

9. *Date of submission.*—The first reporting Officer will forward the annual report by the 1st February following the year of report, and the half yearly reports by the 1st February and the 1st August following the half year and the successive authorities should pass on the report with their remarks to the next higher authority within one week of its receipt by them.

10. *Register to Watch Disposal of reports.*—A register in the following form shall be maintained by all Heads of Offices and Secretaries to Government to watch the timely receipt of Confidential reports and their final disposal by the prescribed dates.

Register to watch the receipt and disposal of confidential reports
(Please see instruction 10)

Serial number	Name of Officer to be reported upon	designation	Due date	Date of receipt	Date when sent to Secretary to Government (or Minister)	Adverse remarks if any, communicated on	Remarks
1	2	3	4	5	6	7	8

APPENDIX XVIII (2)
(Paragraph 4. 6. 3., Volume 1)
GOVERNMENT OF KERALA

Abstract

Public servants—Confidential Reports—Adverse remarks
—Communication of—Instructions issued.

PUBLIC (RULES) DEPARTMENT

G.O.M.S. No. 593

Dated, Trivandrum, 22nd July 1961.

- Read:—*1. G.O.M.S. 903 Public (Rules), dated 19th October 1959.
2. G.O. (P) No. 82 Public (Rules), dated 29th January 1960.

ORDER

In the Government Order second cited, detailed instructions have been issued regarding the maintenance of confidential reports on Government servants. Para 6 of the instructions lays down that adverse remarks whether through an ordinary or special report, should after they have been seen and accepted by the scrutinising authority, be communicated to the officer concerned, unless the adverse remarks are of such a nature that the communication thereof is unlikely to result in the remedy of the defect or is considered inadvisable for any other reason. The Government have since re-examined the matter and have decided that all adverse remarks should, without any exception, be communicated to the officer concerned, Para 6 (i) of the instructions is accordingly amended to this extent.

Having regard to the decision that appointment to selection posts will be made on the basis of merit Government consider it most unfair to let an officer remain in the dark about defects of any kind. In case adverse remarks are not communicated to the officer concerned, it would also be difficult for the Departmental Promotion Committee not to ignore such entries. Government therefor, direct that the above instructions should be strictly observed. The custodian officers will be personally held responsible if adverse remarks are not communicated in any case.

(By order of the Governor)

K. P. K. MENON

(Chief Secretary to Government)

To

All Heads of Departments and Offices.

APPENDIX XVIII (3)

(Paragraph 4. 6. 3., Volume I)
 GOVERNMENT OF KERALA
 (PUBLIC RULES DEPARTMENT)

No. 17756/62-1.

Dated, Trivandrum, 28th February 1962

MEMORANDUM

Sub:—Public servants—Confidential Reports—Preparation and maintenance.

Ref:—1. G.O. (P) No. 82 Public (Rules), dated 29th January 1960.

2. G.O.MS. No. 593 Public (Rules), dated 22nd July 1961.

The attention of all Heads of Departments and other officers charged with the duty of writing, scrutinising or keeping confidential reports on Government Servants is invited to the Government orders cited. According to the orders in G.O.MS. 903, Public (Rules), dated 19th October 1959 appointments to selection posts are to be made from 'Select lists' prepared by Departmental Promotion Committees on the basis of merit and ability seniority being considered only when all the qualifications are equal. The Confidential Reports on an Officer form the main basis on which his merit for inclusion in a 'select list' is assessed. The records are therefore very important and require to be maintained with scrupulous care and thoroughness. Recently it has been brought to the notice of the Government that in spite of the detailed instructions issued in the Government orders cited, confidential reports on Government servants are still in several cases not properly maintained. The remarks entered in the reports are often found to be vague, general and colourless. Such reports are of little value in assessing the qualities of an officer. The Government would, therefore, like to impress on all concerned that the instructions contained in the Government orders cited should be strictly followed in preparing and maintaining confidential reports on Government servants.

The following further instructions are also issued for their information and guidance:—

(1) The entries in the confidential reports should be specific and such as to enable one to have a correct assessment of the qualities of the Government servant concerned.

(2) Adverse remarks made in a confidential report should be promptly communicated to the Government servant concerned.

(3) Record of having communicated the adverse remarks on the Government servant concerned, his representation, if any, and the final disposal should be filed with the confidential report.

(4) Particulars of rewards or punishments, if any, awarded to a Government servant during the period of report should be appended to the Confidential Report, and.

(5) The Confidential Reports on a Government servant for the previous three years at least should be placed before the Departmental Promotion Committee concerned while considering his case for inclusion in the 'select list'.

All Heads of Departments are requested to ensure that the above instructions are strictly observed by their subordinate officers.

K. P. K. MENON,
 Chief Secretary.

APPENDIX XIX

(Paragraph 7. 3. 3., Volume I)

Rules for annual cycle of indents for forms and registers from Government Press

Government Circular I. Dis. 1154/64/RD, dated 10th July 1954—
 Revenue Department, Forests and C Section.

CIRCULAR

Sub:—Annual cycle of indents.

There have been cases of complaints from certain Heads of Departments and offices regarding delay in getting printed forms and registers, from the Government Presses. The Superintendent of Government Presses who was consulted as to whether the delay was due to any defect in the new system of cycle of indents introduced, has reported that it is not so but it was due to certain inevitable difficulties of the initial stages of a new system and the transitional stage from a system which was in practice for a long period. He has also pointed out to Government that most of the difficulties were caused on account of the Departments and Offices not sending the annual indents either in proper form or in time. To avoid a repetition of the situation and to effect timely supply of printed forms, the Heads of Departments and offices are requested to adhere to the following points in forwarding their annual indents for standardised forms and registers to the Superintendent of Government Presses.

I. Separate annual indents (Distribution statement if any) for (1) Account Forms (2) Common Forms, and (3) Departmental Forms should be sent in triplicate to the Superintendent of Government Presses.

II. The annual indents for Account and Common forms (separately) for any financial year should reach the office of the Superintendent of Government Presses three months before the year begins, i.e. by 1st of January in order to enable the press to consolidate them and take up the printing before the indents for Departmental forms are received.

III. The annual indent for Departmental forms should be sent in the following cycle with up-to-date samples of forms furnishing the details regarding the number of leaves etc. in case of book items. The quality of paper to be used and the nature of binding required should also be specified especially when the forms and registers are to be maintained for long period. Books are bound in the following manner: (1) Brown paper cover (2) Quarter cloth limp (3) Quarter cloth stiff (4) Half Cloth (5) Half leather and (6) Full leather. The Departments may not be conversant with the names and sizes of paper and therefore it is enough if they are noted on the samples regarding paper as ordinary or superior.

IV. Heads of Departments should provide themselves for such unforeseen requirements of forms and registers as may arise during the year.

V. Heads of Departments and Offices who have not already sent the indents according to the dates fixed in the statement hereunder are requested to send them forthwith.

(By order of H. H. the Rajpramukh)
(Sd.)

Deputy Secretary to Government.

Revised Schedule

<i>No.</i>	<i>Name of categories of forms</i>	<i>Last date for receipt of indents in the Press.</i>
27	Forest Department forms	First of July of every year.

APPENDIX XX

(Paragraph 10.8.2., K.F.D.C., Volume I)

Standard agreements form in the Forest Department

- (1) Agreement for collection and supply of timber etc., at Depots.
- (2) Tender notification for the above.
- (3) Agreement for transport of timber.
- (4) Tender notification for the above.
- (5) Agreement for collection removal and disposal of tree growth in sale coupes.

- (6) Agreement for felling collection and purchase of timber on Mellabham system.
- (7) Agreement for the right of cutting collection and removal of Bamboos.
- (8) Agreement for collection and removal of forest produce.
- (9) Do. of Cashewnuts from Cashew Plantations.
- (10) Agreement for Taungya lease in plantation area.
- (11) Do. raising plantation under Taungya system.
- (12) Do. for collection of usufructs of trees in Government land.
- (13) Form of petty contract.

STANDARD AGREEMENT FORM FOR THE COLLECTION AND SUPPLY OF TIMBER ETC., TO DEPOTS

AGREEMENT made this.....day
of.....19..... between Shri.....
of.....
..... called (the "Contractor", which
term shall unless the context indicates otherwise, include, besides the
said Shri.....
also his heirs, executors, administrators, legal representatives and
assigns) of the one part and the Governor of Kerala (hereinafter called
the "Government") of the other part.

WHEREAS tenders were invited by the Government as per
Ref.....No.....dated.....
..... issued by the Divisional Forest Officer for working
down timber from coupe No.....of.....

WHEREAS the contractor has in his tender dated.....
..... addressed to the Divisional Forest Officer.....
..... Division, submitted his tender for the said work.

WHEREAS the said tender of the contractor has been accepted by
the Conservator of Forests.....subject to the terms,
covenants, conditions and provisions hereinafter appearing.

WHEREAS the contractor has deposited Rs.....as security for
the due fulfilment by him of the terms, covenants, conditions and
provisions hereinafter contained.

Now these witness that for carrying out the said agreement into execution the contractor for himself, his heirs, executors, administrators, legal representatives and assigns and the Divisional Forest Officer.....Division acting for and on behalf of the Governor of Kerala and his successors and assigns do hereby mutually contract with the other and others of them as follows:---

Divisional Forest Officer.

Contractor

Conditions

1. The Contractor shall not enter or send his employees into the working area mentioned in the Schedule without previously obtaining a licence for the purpose granted by the Divisional Forest Officer.... Division. The contractor shall furnish a receipt to the Ranger Officer,..... Range for all the..... trees marked and entrusted to him for felling and collection. He shall be supplied with a surveyed map of the working area, the boundaries of which have been cleared and demarcated previously. He shall keep the boundaries of this area well cleared to a width of 6 feet and shall keep all the cairns along the boundaries in tact throughout the currency of this contract.

2. The contractor shall fell all the marked trees entrusted to him except those trees which have been certified by the Divisional Forest Officer, after his inspection, as wholly defective or impossible to be felled without causing serious damages to their stems to other trees standing nearby and collect all available timber thereof. For every marked tree left unfelled at the expiry of the contract period without proper authorisation from the said Divisional Forest Officer, the contractor is liable to pay a penalty of Rs. 25 (Rupees Twenty five only) or such higher penalty subject to a maximum of Rs. 100 as may be fixed by the Divisional Forest Officer. For every marked tree felled, but left uncollected without proper written authorisation from the Divisional Forest Officer, the contractor is liable to pay a penalty of Rs. 25 (Rupees twenty five only) per tree or such higher penalty subject to a maximum of Rs. 100 as may be fixed by the Divisional Forest Officer besides the value of the log at scheduled rates if rendered useless or deteriorated.

3. The contractor shall ensure that felling proceeds from one end of the working area to the other end in an orderly manner and that all trees are felled as low as possible to the ground level. All cross cutting of logs shall be done by saw as far as possible except in cases otherwise instructed by the Divisional Forest Officer, so that the maximum output of timber is obtained from the felled trees.

4. The contractor shall see that the marking numbers chiselled on the trees and the departmental hammer-marks affixed on the trees at the base and breast height are not obliterated or defaced during the

process of felling and conversion. If at any time, the hammer-mark or marking number is obliterated or defaced, he shall report the fact immediately to the Range Officer..... who shall renew the hammer-mark or marking number, as the case may be before the timber collected is removed from the stump site. The contractor shall not remove any timber converted from a tree from its stump site before all the pieces obtained from it are registered and hammer-marked at both ends by the officer-in-charge of the felling area.

5. While conducting felling and conversion the contractor shall ensure that only as little damage as possible is done to the tree felled and also to the other trees in the vicinity. He shall also see that red flags are put up at places on public road at least a hectanetre away from the felling points on either side of the road at the time of felling with the warning notice when trees near public roads are felled falling which he will be held responsible for all the loss or damage that may be caused to Government or the public by such failure.

Sufficient number of axe-men and elephants must be kept ready at the spot to remove quickly the trees falling across public roads. He shall not stack timber or firewood within road limits, so as to cause damages to the road surface and hindrance to traffic. If any such stacking is done, the produce, so stacked will be removed at the contractor's cost besides making him payable for the ground rent or other dues, if any, claimed by the concerned department.

6. The contractor shall convert the trees into logs of maximum straight length possible sawn materials or sleepers as the case may be. In the case of teak, blackwood and ebony, logs as straight as possible done to a minimum of 75 centimetres midgirth and 2 metres in length shall be collected. In the case of other species logs as straight as possible down to a minimum of 100 centimetres in midgirth and 2.50 metres in length shall be collected. In the case of plywood and matchwood species, conversion shall be to a minimum of straight length of one metre and 75 centimetres in midgirth. The contractor shall also be bound to obey all the instructions issued in writing in modification of this condition by the Divisional Forest Officer, regarding the conversion of the marked trees into logs or scantlings.

7. Drag holding will be permitted only at one end of the log. Soon after the conversion, the contractor shall chisel-mark his initials at a prominent place near the drag hole. He shall also chisel-mark the tree number on each of the pieces obtained from the same trees, a separate alphabetical letter being added to each piece, eg. Tree Nos. 3-A, 3-B, etc.

8. The contractor shall get all the timber pieces collected by him, from time to time, registered as soon as the conversion is over and duly hammer-marked at both ends of the logs by the Range Officer or his deputy. He shall then obtain transport pass in Form No. III for each consignment registered and deliver the same in the Depot or Depots within the time allowed in condition 26 infra. For each consignment conveyed through each cart, lorry, boat or raft, as the case may be, he

shall obtain a separate pass from the Officer authorised to issue such transport pass. No timber and firewood shall be removed from the Forest Depot except under cover of such transport pass. No kolevila (working charges) shall be payable to the contractor on timber delivered at the prescribed depot without bearing Government hammer-marks and registered number, or with measurements which differ more than 1/5 of metre in length and 1/10 of a metre in girth from those specified in the pass or of species other than that mentioned in the pass, until the Divisional Forest Officer is satisfied after enquiry that the contractor is not responsible for the irregularity noticed.

9. The contractor shall furnish the said Divisional Forest Officer for approval a list showing the names of his agents and other employees intended to be employed by the contractor for supervision of the work in the contract area and no person not approved by the Divisional Forest Officer, shall be employed by the contractor for the said work. Whenever the Divisional Forest Officer orders the removal of any of the contractor's employees from the contract area, the contractor shall immediately carry out the orders. The contractor shall not engage for this contract any person, already engaged by the department for any other work.

10. The contractor shall furnish his agents and other employees a written authority for entering and working in the contract area and this authority shall be produced for inspection by any Forest Officer not below the rank of a Forest Guard. The contractor shall be deemed responsible for all cases of commission and omission not only of himself, but also of his agents and all other employees engaged by him.

11. All timber and firewood obtained from the marked trees shall be delivered at the Depot/Depots specified in the schedule attached hitherto within the period of the contract. The contractor shall properly stack at the depot all the timber and firewood in places pointed out and in the manner directed by the Depot Officer who will then take measurement of the stock and give the contractor a receipt in the form prescribed within 24 hours of stacking the produce. The contractor shall be bound to accept the depot measurements of the timber and firewood as check measured by the Divisional Forest Officer or his Gazetted Assistant as correct and final.

12. The contractor shall be responsible for the safety of all timber and firewood collected by him from the marked trees entrusted to him, until they are finally delivered at the prescribed Depot/Depots. If any of the logs be burnt, lost, rendered useless or otherwise destroyed, before their delivery at the depot their value calculated at the current schedule rate will be recovered from the contractor. In the case of teak and rosewood the value calculated at the highest sale rate for the species in the depot in which the timber is scheduled to be delivered, obtained during the year prior to the date on which such timber is found lost but it shall be recovered from the contractor.

13. No extension of the period of the contract shall ordinarily be granted. But if, however, the delay in completing the work in the contract area within the period specified, in the schedule attached is

due to circumstances beyond the control of the contractor extension of time may be granted by the Divisional Forest Officer/Conservator of Forests/Chief Conservator of Forests for one/three/six months respectively but not exceeding six months on the whole subject to payment of penalty as shown below :

(i) Rs. 1.75 per cubic metre on all timber delivered at the depot during the period of extension.

(ii) Re. 0.50 per tonne of 2 cubic metres of stacked firewood delivered at the depot during the period of extension.

All the timber and firewood remaining undelivered after the expiry of the contract period or after the extension period as the case may be, will be taken charge of by the Range Officer or any other officer authorised for the purpose and the contractor shall be liable to pay at the rate of Rs. 4 per cubic metre of timber and Re. 0.80 per tonne of 2 cubic metres of stacking firewood for such undelivered timber and firewood. He shall also forfeit all claims to kolevila due for such timber and firewood left unremoved, notwithstanding any work done by him in respect of such trees, timber and firewood in addition to being subjected to the penalty prescribed in condition No. 18 of this agreement.

14. If it is decided by the Divisional Forest Officer to stop the felling of all or any of the trees marked and handed over to the contractor or any particular species of marked trees the contractor shall be served with a notice to this effect and on receipt of such notice he shall stop forthwith further felling of such marked trees. The contractor will, however, be permitted to deliver all timber and firewood collected by him prior to the receipt of such notice. Government will not be liable to pay any compensation to the contractor for loss, if any, incurred by the contractor as a result of such order stopping further felling.

15. The contractor shall submit to the Range Officer and the Divisional Forest Officer, a monthly statement so as to reach them before the 10th of the succeeding month showing the total number of trees marked and handed over to him, number of trees felled and yielded obtained from them and the details of timber transported to the depot till the end of the previous month and same particulars for the current month. The contractor shall be liable to pay a fine of Rs. 10 per month, or fraction thereof for the period of default in submission of this monthly account either to the Range Officer or to the Divisional Forest Officer.

16. During the period of the currency of this contract, the contractor shall not trade in timber or firewood within the limits of the Forest Division in which this contract work is in force nor shall he undertake any contract work to purchase timber and firewood from any Government or Private Forests within the limits of the said division or adjoining division.

16. (a) If any illicit fellings or any other offence under Forest Act or Rules are noticed within the contract area, the contractor shall be held responsible for the same and shall pay such penalty as may be imposed by the Divisional Forest Officer in addition to such penalty prescribed in condition 31 of this agreement and shall also be liable for prosecution under the Forest Act and Rules thereof.

17. All timber and firewood the contractor is under obligation to deliver at the prescribed Depot/Depots, shall be transported to such Depot/Depots only along the routes specified in the transport permit. For any violation of the condition, the contractor shall be liable to be penalised under condition No. 31 of this agreement.

18. The contractor shall recoupe to Government all charges incurred by the Government in salvaging or transporting the timber and firewood left undelivered by him at the specified Depot or Depots after the expiry of the period of contract and of extension, if any, granted. He will also recoupe to Government any loss caused to Government by consequent deterioration of such timber or firewood. The scheduled rate current at the time of the contract minus the rate at which the deteriorated produce is sold will be reckoned as the rate of the loss to Government to this account.

19. As remuneration for the contract work, the contractor shall be entitled to receive the payment at the rate/rates of kolevila mentioned in the schedule hereto annexed which are inclusive of all incidental charges such as toll, ferry charge, etc., kolevila shall be payable only on production of depot receipts of acknowledgement of the produce from the Depot Officer concerned. In making payments rounding of amounts shall be done in accordance with the account rules in force. Payment of kolevila will be made on receipt of kolevila bill and other connected records from the Depot Officer concerned. For all logs selling in the depot at rates less than the kolevila the kolevila payable to the contractor will be limited to the sale price.

Note:—On no account will any remuneration be paid for pay work i.e. for felling alone or for dragging alone, etc. Payment will be made only for timber or firewood delivered at the depot or at the place prescribed herein.

Ten per cent of each kolevila bill will be withheld as retention amount which will be released after the concerned logs are sold and the liability if any, in respect of these logs with contract is settled.

In case the contractor fails to produce the solvency certificate at the time of execution of agreement a further 10 per cent of the kolevila bills will be withheld till the closure of the contract or production of the solvency certificate.

20. This contract is not transferable except with the previous written permission of the Conservator of Forests.

21. The contractor binds himself to act during the period of contract in accordance with the provisions of the Forest Act and Rules framed thereunder.

22. The contractor, his authorised agents and other employees engaged by him in the felling area shall be bound to render such assistance as may be required of them by any Forest Officer of and above the rank of a Forest Guard in putting out fires and in preventing the commission of any Forest Offence or its detection within the beat in which the felling area is situated.

23. Within thirty days of expiry of the contract or extension period if any granted, the contractor shall hand over to the Divisional Forest Officer, or an officer deputed by him for the purpose all timber and firewood collected by him but not delivered at the specified depot, whether registered or not and also all marked trees left unfelled by him. If he fails to do so, the Range Officer, shall arrange to take charge of the same from the felling area without any further notice to the contractor. If any marked tree felled or not or any timber or any firewood collected by the contractor whether registered or not, is found missing, the contractor shall be required to pay the department the value of such timber and firewood as assessed by the Divisional Forest Officer at current schedule rate or market rate whichever is higher in addition to the penalty prescribed in condition No. 18 above. In the case of Teak and Rosewood the rate to be so recovered will be the same as prescribed in condition 12 supra.

24. In case of any dispute arising between the Divisional Forest Officer, and the contractor on any matter arising out of this contract other than one as to which the decision of the Divisional Forest Officer is final the contractor may, within two months of the date of the order of the Divisional Forest Officer appeal to the Conservator of Forests whose decision thereon shall be final and legally binding on the contractor.

25. The contractor, his agents and other employees working in the contract area shall carry out all orders issued by the Divisional Forest Officer and the Range Officer in connection with this contract work.

26. The contractor shall be bound to deliver at the said Depot/Depots all hardwood timber classified as such in the schedule here below appended within three months from the date of registration and firewood within two months from the date of requisition if the said periods fall within the limit of period of the contract or extension of time granted vide condition No. 13 above. If the delivery of the above mentioned produce is not effected within the periods referred to above in this condition the Divisional Forest Officer may grant extension if such extension is within the contract period for 3 months for delivery of the hardwood, and one month's extension for the delivery of the softwood and two month's extension for the delivery of the firewood, subject to a penalty of Rs. 1.75 per cubic metre of timber Re. 0.50 per tonne of 2 cubic metre of stacked firewood per month. If the contractor fails to deliver the timber and firewood within the period of extension mentioned above the Divisional Forest Officer may grant further extension subject to the condition that double the above penalty shall be levied.

27. If in the course of working, it is found by the Divisional Forest Officer that the progress of work is not satisfactory, the agreement shall be subject to cancellation after one month's written notice issued by the Divisional Forest Officer and other arrangement will be made for carrying out the work at the contractor's risk and loss. But the contractor shall not be entitled to any profit the department may derive in this arrangement.

28. The contractor shall pay grazing fee for elephants calculated at the rate of 50 paise for one elephant for every 2 cubic metres of timber or fraction thereof and vakka charges at 25 paise for every 2 cubic metres of timber or fraction thereof actually collected.

29. The contractor shall not claim any compensation for roads and bridges constructed by him for the execution of this contract and he shall leave all such roads and bridges intact when he leaves the area on completion of the contract.

30. The loading and transport of timber and firewood by road shall be done only with due regard to the Motor Vehicles Act and the Rules to regulate the transit of timber and other produce and trade in timber in force from time to time.

31. Notwithstanding anything herein contained, if the contractor violates any condition of this agreement or the conditions of the tender attached to this agreement for which no penalty has been expressly provided in this agreement or violates any provision of the Forest Act and Rules framed thereunder the Divisional Forest Officer may inflict any punishment which he thinks suitable for the violation so caused, the maximum punishment for which may amount to cancellation of the agreement and the forfeiture of the security deposit and kolevila dues besides making him liable for all loss which the Government may sustain in consequence of the cancellation of the contract.

32. If any amount becomes due to any workman or mazdoor engaged by the contractor as per Workmen's Compensation Act or as per provisions of labour or similar laws such amount shall be paid by the contractor.

33. The tender notification and the tender submitted by the contractor which are attached to this agreement form part and parcel of this agreement.

34. However in the event of there being any difference or variation between the tender notice and this agreement, the terms and conditions especially mentioned in this agreement shall prevail.

All sums of money found due to the Government under this contract shall be recovered from the contractor from his security deposit and the kolevila due to him and from other assets movable or immovable as if the dues to Government are 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.

35. The security deposit or any portion of it as may be available at the expiry of the contract period after settlement of the contractor's liabilities will be refunded to him within a reasonable time from date of termination of the contract period. All sums found due to Government from the contractor under or by virtue of this agreement shall be recovered from him either by deduction from the kolevila dues or by adjustment from the security deposit or in cash. If the entire dues to Government are not fully recoverable in the above manner, such of the dues as remain uncovered shall be recovered under the provisions of the Revenue Recovery Act for the time being in force by attachment and sale of his assets, movable and immovable.

36. The contractor shall produce necessary certificates of clearance of arrears of sales-tax, income-tax and agricultural income-tax before final payment is made to him in respect of his contract. If any amount is due from him on account of any or all the above taxes the same shall be recovered from the dues to him in instalments or in lump sum as the Divisional Forest Officer may decide.

37. The contractor shall see that no damage to bridges and roads is caused due to his negligence during collection and transport of timber. The loss, if any, due to such damages will be recovered from the contractor.

* This clause has been deleted and the following substituted as Condition 34.

"34. On expiry of the contract all items of money found due to the Government under this contract or in respect of any other contract entered into by the contractor with the Government if not paid within the time specified by the Divisional Forest Officer shall be recovered from the security deposit of this contract or any other contract entered into by the contractor with the Government and from the kolevila, if any, due to the contractor and shall also be recovered from the assets movable and immovable of the contractor, as if such sums are arrears of land revenue under the provisions of the Revenue Recovery Act for the time being in force and in such other manner as the Government may deem fit." (G.O. Rt. 1500/Agri., dated 2-8-1965).

SCHEDULE

1. Description of the working areas;
2. Boundaries: (vide separate sheet attached)
3. Number of trees marked with species-war abstract, classified as hardwoods and soft-woods (vide separate sheet)

- 4. Period of contract:
- 5. Names of Depots in which the produce is to be delivered and approximate quantities of supply to be made in each depot:
- 6. Kolevila rates:

Particulars:

Name of Depot/Depots.....

Name of Depot	Rate	Name of Depot	Rate
Timber			
Firewood			

APPENDIX XX

KERALA FOREST DEPARTMENT

Tender for the collection and supply of timber, etc., to Government Depots

Name of Forest Division:

Name of Forest Range:

Name of work:

Name and address of the person to whom this is issued:

Date of issue:

Station:

Signature and designation of the Issuing Officer.

- NOTE.—1. The details shown above are to be filled in by the Issuing Officer before issue.
2. All the pages in this Form shall be stamped with the office seal before issue.

Price

Tenders are invited for the work of collection and

CONDITIONS

1. The conditions embodied in this, form part and parcel of the agreement to be executed for the work tendered for.
2. This tender form shall be used only by the person in whose name this is issued and for the work specified in the Schedule attached.
3. The tenderer shall fill in the tender form attached herewith and submit the same together with all the pages intact in a sealed cover addressed to "The Divisional Forest Officer, Division" and superscribed "Tender for collection and supply of timber, etc., to Government Depots from Coupe No..... in Range" so as to reach him in his office at before a.m./p.m. on 19.... If the date fixed for acceptance of tender happens to be a holiday the tenders will be accepted on the next working day at the same hour.

Tender received after the above specified date and time or received without the requisite enclosures or tenders not written up in proper order or form will not be honoured.

4. Each tender shall be accompanied by a receipted chalan from a Government Treasury, draft of an approved bank for Rs. (Rupees.....) in favour of the Divisional Forest Officer, Division, or the said sum in each as Earnest Money Deposit for the work.

5. The tenders received in due time will be opened by the Divisional Forest Officer or his Deputy at his office at a.m./p.m. on in the presence of such of the tenderers as elect to be present on that occasion.

6. The tenderer shall quote in the appropriate column in the tender a firm rate for each item of work specified in the Schedule, both in figures as well as in words.

7. All the corrections in the tender form shall be initialled by the tenderer himself.

8. The lowest tender will ordinarily be accepted, but the authority competent to accept the tender reserves to himself the power of accepting or rejecting any tender without assigning any reason therefor.

9. No tenderer will be permitted to withdraw his offer within three months from the date of opening of the tender.

10. (1) The successful tenderer shall within fifteen days from date of issue of the confirmation order furnish a security deposit of an amount equal to 10 per cent of the total contract value, limited to a maximum of Rs. 20,000. A further period up to 15 days shall be allowed by the Divisional Forest Officer for remittance of the security subject to realisation of Rs. ten (10) per day.

(11) Produce a solvency certificate in the form appended below from a Tahsildar or Deputy Registrar of Co-operative Societies as the case may be. If the solvency certificate is not produced ten per cent of the kolevila bill will be withheld till the closure of the contract or production of solvency certificate.

(II) A. In the case of others:—

“Certified that Sri/Smt.
is solvent to the extent of Rs. (Rupees.
only) based on the immovable properties with saleable rights standing in his/her own name and free from encumbrances.

Name seal of Office. }
Date. }

Signature of
Tahsildar.

This solvency certificate must be one of recent date, i.e., not later than 3 months prior to the date of the opening of the tender.

B. In the case of co-operative societies:—

“I have examined the financial position of
Society situated in Village
Taluk District and declare that the above society may
be considered solvent up to Rs. (Rupees.
only) as detailed below:

The co-operative society can borrow up to the amount mentioned below and may be able to fulfil the contract:—

- 1. Maximum borrowing power of the society } Rs.
- 2. Deduct loans taken already and outstanding at the time of issue of this certificate } Rs.
- 3. Reserve borrowing power of the society } Rs.

Name and seal of Office. }
Date. }

Signature of the
Co-operative
Deputy Registrar

11. Failure to remit the security deposit and to execute the agreement within the prescribed time specified in condition No. 10 above will entail the cancellation of the tender by the Divisional Forest Officer and forfeiture to Government of the earnest money deposit and security deposit, if any and execution of the work through other agency at the risk and loss of the defaulting tenderer. The loss, if any, to the Government consequent to the default shall be treated as public revenue

and recovered from the defaulter under the provisions of the Revenue Recovery Act or by any other legal means if not paid within a reasonable time specified by the Divisional Forest Officer. The defaulter however will not be entitled for gain, if any.

12. If the tenderer remits the security within 15 days of date of issue of confirmation orders but is not able to execute the agreement within that period the Divisional Forest Officer may grant an extension of time for 15 days more for execution of agreement with a penalty of Re. 1 per day. Failure to execute the agreement even within this extended period will entail the cancellation of the tender and forfeiture to Government of the earnest money deposit and security, if any, deposited by the tenderer. The work will also be got done through other agency at the risk and loss of the defaulter.

13. The tenderer shall produce valid clearance certificate of Sales-tax, Income-tax and Agricultural Income-tax to the satisfaction of the Divisional Forest Officer before the final payment is made to him.

14. Tenders submitted by timber merchants, sale coupe contractors and other persons who are engaged in timber trade within the limits of the Forest Division in which this working area is situated or in the adjoining Division will not be accepted.

15. The tenderer should have no relationship to any Government servant who is in charge of the work or who has any direct control over the work. Relationship in this case will mean father, mother, son, daughter, brother, sister, direct uncle, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law and first cousin of the officer concerned.

16. If it is found at any time during or after the period of the contract that the contractor has violated condition 13 or 14 above, during the period of the contract the contract shall be liable to be cancelled and the security deposit forfeited to Government and the loss caused to the Government, by the cancellation of the contract shall be made good by the contractor.

17. The tenderer shall give an undertaking at the time of execution of agreement that he shall not sell, mortgage or otherwise alienate the properties covered by the solvency certificate during the currency of the contract.

18. The solvency certificate should cover the total contract value of Rs. 50,000 whichever is less.

19. Before submitting the tender, the tenderer is expected to study and scrutinise all the conditions in the agreement to be executed, the draft of which can be had for perusal at the Divisional Forest Office on any working day during office hours. No plea of ignorance of the agreement conditions or no complaint regarding the said conditions received after putting in the tender shall be entertained.

20. The post-offers and representations sent, after receipt of the tender in respect of work shall on no account be considered.

21. The Earnest Money Deposit of the unsuccessful tenderers will be returned to them.

22. It shall be open to the Divisional Forest Officer to vary the quantity or species of timber etc., to be delivered at each depot.

23. The Conservator of Forests shall be at liberty to accept the tender in part or in whole.

Schedule

1. Name of Range :
2. Name of working circle or felling series :
3. Coupe No.
4. Number of trees marked with abstract of species :
5. Probable quantity of timber and firewood to be delivered at each depot:

Description of timber to be delivered at each depot	Name of depots				Total
	1	2	3	4	
(a) Round logs (cubic metre)					
(b) Sawn timber {					
(c) Sleepers (M.G.B.G.)					
(d) Firewood (cubic metre)					
(e) Poles					

6. Period of contract :

KERALA FOREST DEPARTMENT

(To be filled in by the tenderer)

Tender for (Name of work).....

From (Name in block letters)
 (Address in full)

To
 The Divisional Forest Officer,
 Division
 Post.

Sir,
 I do hereby tender to execute the work specified herein according to the conditions of the agreement in force in your Division, with which I have got myself well acquainted.

2. I enclose herein a receipted chalan/bank draft/currency notes for Rs..... (Rupees.....) in favour of the Divisional Forest Officer,..... Division as Earnest Money Deposit for the work for which this tender is made.

DECLARATION

(i) I am not related, within the definition of the term "relationship" given in condition 14 of the tender form, to any Government servant who is in charge of or having direct control of the work tendered for.

(ii) I undertake to complete the work tendered for within the period shown in the schedule attached.

(iii) I agree to abide by the terms and conditions of the tenders and of the agreement to be executed by me.

Specifications for the work tendered for

1. Name of work.....
2. Name of Range.....
3. Name of Working Circle/Felling Series.....
4. Description of coupe.....
5. Number of trees marked.....
6. Probable quantity of timber and firewood to be delivered at each depot and the firm Kolevila rates tendered.....

Description of produce to be delivered at each depot	Names of depots and Kolevila rates tendered. (Here enter names of depots with following particulars for each depot)				
	Depot				Rate in words
	Approximate quantity	Standard rate	Kolevila in figures	Rate in words	
1	2	3	4	5	6
(a) Round logs (rate quoted per cubic metre)					
(b) Sawn timber (rate quoted per cubic metre)					
(c) Sleepers (M.G.D.G. rate quoted for each)					
(d) Firewood (rate quoted per cubic metre)					
(e) Poles					

Station.....
 Date.....
 Signature of the tenderer.

- Note :—1. The Kolevila rates mentioned shall include the cost of the entire work, i.e., felling trees, collecting, conversion, transport and stacking timber in the respective depots and other items of work the contractor is required to do under the contract.
- Fractions of Naye Paise shall not be quoted.
 - Tenders received without attestation of correctness as stipulated in the tender condition shall not be accepted.
 - Tender should be written in ink.
 - *In respect of works for which standard rates have been noted in item 3 a uniform percentage of the same shall be quoted.

APPENDIX XX

Standard form of agreement for transport of timber

AGREEMENT made this day 19..... between Sri..... of..... (hereinafter called the "Contractor", which term shall unless the context indicates otherwise includes, besides the said Sri..... also his heirs, executors, administrators, legal representatives and assigns) of the one part and the Governor of Kerala (hereinafter called the "Government") of the other part.

WHEREAS the contractor agreeing to the conditions in the tender notice published in the Government Gazette dated at page..... of Forest Sheet has offered to transport all the timber as shown in the schedule attached hereto from the Forest Department Depots or other places as shown in the said schedule and deliver the same at the sale depots or other places as shown in the said schedule within the period and at such rates as mentioned in the said schedule.

WHEREAS such offer of the contractor has been accepted by the Government in the order No..... dated..... of the Divisional Forest Officer/Conservator of Forests/Chief Conservator of Forests/Government.

AND WHEREAS the contractor has deposited Rs..... under Forest Deposit (i.e. Rs..... as per Chalan No... dated..... of..... Treasury and Rs..... deposited as Earnest Money and credited to Forest Deposit as per Chalan No..... dated..... of..... Treasury) and pledged the said deposits with the Divisional Forest Officer..... Division as security for the due performance by the contractor of all the terms, covenants, conditions and provisions herein contained.

NOW THESE PRESENTS WITNESS AND it is hereby agreed as follows:—

- The contractor shall take charge of the timber from the Forest Department Depots or other places shown in the schedule as and when they are delivered to him by the officers in charge of such depots and shall commence transport immediately. All the timber delivered to him shall be transported to the sale depots or other places specified in the attached schedule on or before..... He shall work in accordance with the monthly transport programme if any, issued by the Divisional Forest Officer or Range Officer..... from time to time.

Such of the logs as are intended to be delivered at Rail Head Depots or mill sites round about the Rail Head Depots as the case may be, shall receive top priority as and when required to do so in

accordance with the directions issued by the Divisional Forest Officer or such other officer deputed by him for the purpose from time to time.

2. The quantity of timber mentioned in the schedule is only approximate and cannot be guaranteed. The Divisional Forest Officer may at his discretion increase or reduce the quantity to be transported to each place according to the available stock position or according to the demands that rise at each place shown in the schedule. The contractor is bound to transport the entire quantity of timber entrusted to him and deliver them at the respective places within the currency of the contract period.

3. If the transport is done in lorries, the contractor is bound to transport packages and stores belonging to Forest Department in the same lorries during their return trips to the Range from the sale depots or other places of destination specified in the schedule. For this purpose the contractor shall be paid on a separate bill to be preferred through the Range Officer concerned, an extra mileage of paise per running mile as specified in the tender notice, provided the load transported is over one tonne in weight. This rate is for all loads of whatever weight of goods over one tonne transported in a lorry.

4. The maximum load that will be allowed for transport in a lorry will depend on its transport capacity according to its certificate of registration subject to the conditions of the roads and bridges on the route.

If the transport of timber is done by boat, loading can be done only according to its registered loading capacity.

5. The contractor will be responsible to see that necessary route permission, exemption order from Motor Vehicles Rules for transport of logs of long lengths, etc. are obtained in time from the concerned authorities. Any delay caused in obtaining such permits, etc. will not be taken as an excuse for delaying the transport work in accordance with the programme drawn up by the Department.

6. All the timbers shall be transported to places of destination in the order of species and classification according to the directions of the Range Officer or depot keeper and they shall be arranged and stacked at the sale depot or other places of destination shown in the schedule, species-wise and class-wise in accordance with the instructions of the officer in charge of such depots, at the cost of the contractor.

7. If any logs have not been properly arranged within 3 days of arrival at the sale depot, the depot officer will be at liberty to have them arranged at the contractor's cost. The expenses so incurred will be deducted from the next payment due to the contractor.

8. If the transport is effected in lorries, they should be run only on petrol or diesel oil fuel. Their registration certificates, break certificates, etc. shall be shown to any Forest Officer, not below the

rank of a Forester, whenever demanded. The contractor shall be liable for any breach of this rule either by the contractor or by the lorry man engaged by him for this work.

9. The contractor shall obtain separate transport passes in Form No. III for each consignment of timber conveyed through each cart, lorry, boat or raft, as the case may be, from the officer authorised to issue the pass. No timber shall be removed except under cover of such transport pass. Before loading the timber in carts, lorries or boats or making the timber rafts he shall examine and make sure that the departmental hammer marks and stock numbers are clearly visible on every piece of timber entrusted to him for transport. No transport charges will be paid to the contractor on timber delivered at the specified depots without Government hammer marks and stock number or with measurements which differ by more than $\frac{1}{4}$ a foot in length or $\frac{1}{4}$ foot in girth from those noted in the pass or of species other than that mentioned in the pass, until the Divisional Forest Officer is satisfied after personal enquiry that the contractor is not responsible for the irregularity noticed. If the hammer mark or stock number on any of the timber pieces is found defaced or obliterated, he should get it renewed by the officer concerned before undertaking the transport work.

10. The timbers taken charge of by the contractor shall be delivered and stacked at the specified depots as laid down in condition No. 6 above. The depot officer will then measure the timber and grant him a receipt in the prescribed form within 24 hours of stacking. The contractor shall be bound to accept the depot measurements of the timber as checkmeasured by the Divisional Forest Officer or his Gazetted Assistant as correct and final.

11. If any timber taken charge of by the contractor is lost, burnt, destroyed or damaged before its delivery at the specified depot the value of such timber calculated at the current schedule rate shall be recovered from him in addition to any other penalty fixed by the Divisional Forest Officer.

12. Payments for transport charges will be made monthly by the Divisional Forest Officer on receipt of bills, and other connected records from the respective officers in charge of the depots at which the timber is delivered. The contractor shall also produce the receipt of acknowledgment of the timber issued by the depot officer.

13. The contractor may on his own responsibility engage agents for the execution of this contract work. But the names of such agents shall be reported to the Divisional Forest Officer for approval and only agents so approved by the Divisional Forest Officer shall be engaged by the contractor.

14. The contractor shall be responsible for all the commissions and omissions of agents and other workmen engaged by him for the execution of this contract.

15. The contractor shall see that the transport of timber is done only in accordance with the "Rules to regulate the transit of timber and other produce and trade in timber" in force in the State.

16. If the contractor fails to carry out the transport work satisfactorily, or in proper time as directed by the Divisional Forest Officer from time to time or as stipulated in this agreement, the contract will be cancelled at the risk and loss of the contractor and the security deposited by him together with all amounts due to him will be forfeited to the Government. The work will be undertaken either by the Department or by engaging other persons and the additional expenditure, if any, incurred by the Department shall also be recovered from the contractor.

17. If the delay caused in the transport and delivery of the timber at the specified places is due to situations beyond the control of the contractor the Divisional Forest Officer may, at his discretion, grant such extension of time as deemed necessary by him.

18. The final payment of transport charges will be made only on production of valid clearance certificates of income-tax, sales-tax and agricultural income-tax.

19. All sums found due to the Government under or by virtue of these presents shall be recovered from the contractor and from his security deposit and from the transport charges or other moneys due to him from the Government and from his properties movable and immovable as if they 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.

20. For breach of any of the terms of this agreement, the contractor shall be liable to be cancelled and the contractor shall be liable for all loss caused to the Government thereby.

21. In the case of any dispute arising under or by virtue of this agreement, the decision of the Divisional Forest Officer/Conservator of Forests/Chief Conservator of Forests/Government shall be final and legally binding on the contractors.

22. The contractor, his agents and other employees engaged by him for the execution of this contract work shall at all times comply with the provisions of the Forest Act and all Rules framed thereunder in force in the State.

23. The sum of Rs. deposited by the contractor is a security deposited for the due fulfilment of all and every condition of this agreement, for breach of any of which by the contractor the Divisional Forest Officer shall be entitled to forfeit the deposit in whole or in part, either during or after the expiry of the contract and in the event of any such forfeiture, pending the continuance of the contract the sum forfeited shall be immediately made good by the contractor who will not be allowed to continue his work under this contract until the security is replenished to the extent of the full amount originally deposited by him.

24. The security deposit after deductions, if any, shall be returnable to the contractor within 4 months after the expiry of the contract and after releasing the contractor from all liabilities under this contract.

25. The conditions in the tender notice, tender form and schedule attached thereto relating to the agreement form part and parcel of this agreement as if incorporated therein. However in the event of there being any difference or variation between the tender notice and this agreement, the terms and conditions expressly mentioned in this agreement shall prevail.

Schedule

- (1) Division
- (2) Range.
- (3) Departmental Depots or other places at which the timber will be delivered to the contractor for transport } 1
2
3
- (4) Route of transport (by water or road)
- (5) Period of contract

(6) Sale depots or other places at which the timber is to be delivered by the contractor and approximate quantity to be delivered at each depot.	Names of depots/ places	Quantity to be delivered
1		..
2		..
3		..
4		..

(7) Transport charges:

Particulars	Name of depot/place and rate					
	Depot	Rate	Depot	Rate	Depot	Rate
1	2	3	4	5	6	7
(a) Timber in round per cft.						
(b) Sawm materials per cft.						
(c) Sleepers (BG) per No. (MG)						

In WITNESS WHEREOF the contractor.....and the Divisional Forest Officer.....acting for and on behalf of the Governor of Kerala have hereto set their respective hands and seals, the day and year first above written.

Contractor Divisional Forest Officer

Witnesses:—1

2

APPENDIX XX

KERALA FOREST DEPARTMENT

Tender for the Transport of timber to Government Depots

Name of Forest Division.....

Name of Range or Depot from which the transport of timber has to be effected }

Name of work.....

Name and address of the person to whom this is issued }

Date of issue.....

Signature and designation of

Station.....the issuing officer.

Note:—1. The details shown above are to be filled in by the issuing officer before issue.

2. All pages in this form shall be stamped with the office seal before issue.

Price :

TENDER NOTICE

Tenders are invited

Conditions

1. The conditions embodied in this form part and parcel agreement to be executed for the work tendered for.

2. This tender form shall be used only by the person in whose name this is issued and for the work specified in the schedule attached.

3. The tenderer shall fill in the tender form attached herewith and submit the same together with all the pages intact in a sealed cover addressed to "THE DIVISIONAL FOREST OFFICER..... DIVISION and superscribed "TENDER FOR TRANSPORT OF TIMBER FROM..... TO GOVERNMENT DEPOTS", so as to reach him in his office at..... before..... a. m. /p. m. on..... 19..... Tenders received after the above specified date and time or received without the requisite enclosures or tenders not written in proper order or form will not be honoured.

4. Each tender shall be accompanied by a receipted chalan from a Government Treasury for Rs..... only in favour of the Divisional Forest Officer..... Division as Earnest Money Deposit for the work.

5. The tenders received in due time will be opened by the Divisional Forest Officer at his office at..... a. m./p. m. on..... in the presence of such of the tenderers as elect to be present on that occasion.

6. The tenderer shall quote in the tender, a firm rate for the transport of timber to each of the places or depots mentioned in the schedule, both in figures as well as in words.

7. All the corrections in the tender form, shall be initialled by the tenderer himself.

8. The lowest tender will ordinarily be accepted. But the authority competent to finally accept the tender reserves to himself the power of accepting or rejecting any tender wholly or in part without assigning any reason therefor.

9. No tenderer will be permitted to withdraw his offer.

10. The tenderer whose tender has been accepted by the competent authority shall, within fifteen days from date of receipt of the confirmation order by him from the Divisional Forest Officer, produce to the Divisional Forest Officer, a receipted chalan from a Government Treasury for a sum equal to 10 per cent of the total contract value including Earnest Money Deposit already paid by the tenderer while submitting the tender, as assessed by the Divisional Forest Officer, and limited to a maximum of Rs. 5,000 as security under Forest Deposit, pledged to the said Divisional Forest Officer for the proper execution of the contract work. He shall then execute an agreement in the approved form on a stamp paper of the correct value within twenty days from the date of receipt by him of the order of acceptance of the tender.

11. Failure to remit the security deposit and to execute the agreement within the respective periods specified in condition No. above, will entail cancellation of the tender by the Divisional Forest Officer and forfeiture to Government of the Earnest Money Deposit and Security Deposit, if any, remitted by the tenderer. The work will also be re-tendered for or done departmentally at the risk and loss of the defaulted tenderer.

12. If, however, the tenderer is not able to execute the agreement within the twenty days time allowed in condition No. 10 the Divisional Forest Officer may grant, free of penalty, an extension of time for ten days more for this purpose, provided, the security deposit has been made within the specified time limit. But the extension so granted will not in any way affect the specified date for termination of the contract. Failure to execute the agreement even within this extended period will entail the cancellation of the tender by the Divisional Forest Officer and forfeiture to Government of the Earnest Money Deposit and Security Deposit made by the tenderer.

13. The tenderer shall produce the Income-tax, Salestax and Agricultural Income-tax Clearance Certificates to the satisfaction of the Divisional Forest Officer, before or soon after the execution of the agreement. He will not be paid any transport charges before the certificates are produced.

14. Tenders submitted by timber merchants, sale coupe contractors and other persons who are engaged in timber trade within the circle or circles through which the transport is effected, will not be accepted.

If it is found at any time during and after the period of the contract that the tenderer has violated this condition during the period of the contract the contract shall be liable to be cancelled and the earnest money and security deposit shall be forfeited to the Government and the loss caused to the Government by the cancellation of the contract shall be made good by the tenderer.

15. The tenderer shall, before execution of the agreement produce to the Divisional Forest Officer a solvency certificate in the form prescribed below, in respect of his properties.

(a) In the case of Co-operative Societies.—

"I have examined the financial position of..... Society situated in..... Village..... Taluk..... District and declare the above Society may be considered solvent up to Rs..... as detailed below:

The Co-operative Society can borrow up to the amount mentioned below and may be able to fulfil the contract"

- (1) Maximum borrowing power of this society .. Rs.....
- (2) Deduct loans taken already and outstanding } .. Rs.....
at the time of issue of this certificate }
- (3) Reserve borrowing power of this society .. Rs.....

Name and seal of Office
.....
Date.....

Signature of the
Co-operative
Deputy Registrar.

(b) In the case of others:

"Certified that Sri..... is solvent to the extent of Rs..... based on the immovable properties with saleable rights standing in his own name and free from encumbrances.

Name and seal of office:
.....

Date.....

Signature of Tahsildar.

This solvency certificate must be one of recent date i. e., not later than three months prior to the date of receipt of the tender.

16. The tenderer shall give an undertaking at the time of execution of agreement that he shall not sell, mortgage or otherwise alienate the properties covered by the solvency certificate during the currency of the contract.

17. The solvency certificate should cover the total value of the contract.

18. Before submitting the tender, the tenderer is expected to study and scrutinise all the conditions in the agreement to be executed the draft of which can be had for perusal at the Divisional Forest Office on any working day during office hours. No plea of ignorance of the agreement condition or no complaint regarding the said conditions received after putting in the tender shall be entertained.

19. Post-offers and representations sent after receipt of tender in respect of the work shall on no account be considered.

20. The Earnest Money Deposit challans produced by the unsuccessful tenderers will be returned to them duly endorsed for refund.

21. The transport charges for this work will include the cost of loading, unloading, rafting and stacking wherever necessary, including loading in waggons, at the place of destination.

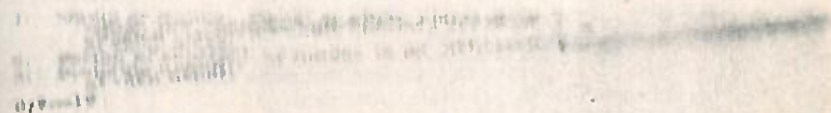
22. The transport charges shall cover all ferry charges, tolls, canal charges, etc.

23. Fractions of naye paise shall not be quoted.

24. Tenders received without attestation of corrections as stipulated in the Tender condition No. 7 shall not be accepted.

25. The tender should be written in ink.

SCHEDULE



Description of timber to be delivered at each depot	Name of depots			Total
	(1)	(2)	(3)	
(a) Round logs. cft.				
(b) Sawn timber cft.				
(c) Sleepers:				
M. C. Nos.				
I. Nos.				

Period of contract

Accepted by
Tenderer

KERALA FOREST DEPARTMENT

Tender for (name of work)

From

(Name in block letters)

(Address in full)

To

The Divisional Forest Officer

Division

Post.

Sir,

I do hereby tender to execute the work specified herein and notified in Government Gazette dated on page of the Forest Sheet and also according to the conditions of the agreement in force in your division, with which I have got myself well acquainted.

I enclose herein a receipted chalan for Rs. (Rupees) in favour of the Divisional Forest Officer Division, as Earnest Money Deposit for the work for which this tender is made.

3. Declarations:—

(a) I undertake to complete this work tendered for, within the period shown in the schedule attached.

(b) I agree to abide by the terms and conditions of the Gazette Notification referred to above and those of the agreement to be executed by me and also the conditions attached herewith.

Specification for the work tendered for

Names of depots and rates tendered for transport charges

Description of produce to be delivered at each depot	Depot		Depot		Depot	
	Tendered rate In figures	In words	Tendered rate In figures	In words	Tendered rate In figures	In words
(a) Round logs (rate quoted per cft.)						
(b) Sawn timber (rate quoted per cft.)						
(c) Sleepers (rate quoted for each)						
M. C.						
L. G.						

Station
Date

Name and signature of the Tenderer.

APPENDIX XX

Standard agreement form for the collection removal
and disposal of tree growth in sale coupes

AGREEMENT made this day of 19....
between Sri

of
(hereinafter called the "contractor" which term shall unless the
context indicates otherwise, include, besides the said Sri
..... his heirs, executors, administrators, legal representative
and assigns) of the one part and the Governor of Kerala State (herein-
after called the "Government") of the other part.

WHEREAS the contractor has bid in auction held at
on the right to collect and remove the entire tree growth
except woods below 30 centimetres girth at the thinner end and all
bamboos, reeds and rattans including all the rejections left behind by
the supply contractor/department whether felled or not in the
coupe specified in the schedule attached hereto for a lump
sum of Rs. and whereas such bid has been accepted by
the Divisional Forest Officer /Conservator of
Forests in his order No.
dated upon the terms and conditions hereinafter
appearing.

WHEREAS the contractor has paid Rs. being 1/3
of the sale value and Rs. being sales tax on the full
sale value and has deposited Rs. as security in
..... and pledged the same to the Divisional Forest
Officer Division for the due performance by
him of the said contract.

AND WHEREAS the contractor has agreed to collect and remove
the entire produce before the time specified in the schedule attached
hereto, on the terms, covenants, conditions and provisions hereinafter
mentioned.

Now these presents witness that for carrying out the said agreement
into execution the contractor for himself, his heirs, executors, adminis-
trator, legal representatives and assigns of the one part and the
Divisional Forest Officer Division, acting for and on
behalf of the Governor of the State of Kerala and his successors and
assigns of the other part do hereby mutually contract with the other
and others of them as follows:—

Contractor :

Witnesses:—

1.

2.

Divisional Forest Officer

Conditions

1. The contractor or his men shall not enter the coupe or
commence work in the coupe without obtaining the licence and sketch
of the area issued by the Divisional Forest Officer.

2. The contractor having paid 1/3 sale value shall pay the balance
value in two equal instalments. The first within one month from
the date of execution of the agreement and the second within two
months from the date of execution of the agreement. Extension of time
up to 30 days for the remittance of the balance 2/3 value may be granted
by the Divisional Forest Officer subject to recovery of penal interest at
12 per cent per annum and failure to remit any of the above instal-
ments even during the extended period will entail cancellation of the
contract and forfeiture of all moneys paid till then and all produce
remaining in the coupe. The right thus cancelled will be resold at the
risk and loss of the contractor. In calculating interest 15 days and
below will be reckoned as 1/2 month and over 15 days as one month.

3. The contractor is bound to keep the boundaries of the coupe
well cleared of undergrowth shrub to a width of 2 metres and to keep
the cairns intact. If the contractor fails to do so the work will be
done departmentally and the cost thereof recovered from the contractor,
in addition to any penalty the Divisional Forest Officer may impose.

4. The contractor shall fell trees, as nearly as possible, flush with
the ground. He shall collect, and remove, subject to the conditions
and restrictions hereinafter specified all the tree growth and bamboos,
reeds and rattans except wood below 30 centimetres girth at the thin
end within the period of the contract. Removal of produce from the
coupe will be permitted only after payment of the 1st instalment of
the balance purchase value and removal will be restricted to 1/3 of
the money value of the sale, till he pays up the full purchase value.

5. The contractor or his authorised agent shall be present at all
times in the coupe. He may employ an agent or agents to assist him in
the work, but no such agent shall be considered as duly accredited un-
less his name, residence and a specimen of his signature have been sub-
mitted to the Divisional Forest Officer
..... and Range Officer and approved by
the said Divisional Forest Officer. The Divisional Forest Officer
reserves to himself the power to object to any of those men appointed
as such by the contractor, for sufficient ground. The contractor shall
not engage as his agent or workmen any person already engaged by
the Department or other contractors for any other works in the forests

6. The contractor shall provide each of his agents and other
workmen with a written authorisation which should show his name,
parentage, residence and period for which it is tenable. The
authorisation must always be produced in the coupe when demanded
by any Forest Officer not below the rank of a Forest Guard. All
logs and other produce collected by persons who are not so authorised
shall be liable to confiscation and any of the contractor's men found

in the felling area who are unable or who refuse to produce such authorisation on demand by any Forest Officer not below the rank of a Forest Guard will be liable to objection outside the forests by the departmental subordinates.

7. The contractor shall comply with the orders and instructions issued by the Range Officer..... or the Divisional Forest Officer from time to time in the matter of collection and removal of produce under this contract and shall also abide by the provisions of the Forest Act and Rules framed thereunder.

8. The contractor, his agents and others employed by him in the felling area are bound to fire protect the entire coupe and to see that no fire escapes out from the coupe to the adjoining areas.

9. If any fire occurs in the Reserved Forests within 1 Kilometre of the limits of the coupe to which this contract applies the contractor, his agents and others engaged by him in the contract area shall render every assistance and shall use their best endeavours to extinguish the fires and everyone of such persons shall, in all cases, give immediate notice of the occurrence of fire within the said limits, to the nearest forest, police or revenue officials. The contractor shall also assist the departmental officers in preventing the commission of any forest offence or in detecting any such offences in the vicinity of the coupe. He shall not give any shelter inside the limits of the said coupe to any person who had committed any criminal offence.

10. The contractor shall not assign his right under this agreement or part thereof without the previous written permission of the Conservator of Forests which permission may be refused by the latter without assigning any reason whatever.

11. In case of any question arising with regard to or any objection being taken by any person to the contractor's right to fell, collect or store or remove the stock along any routes or through any part of the said lands the Range Officer..... acting under the orders of the Divisional Forest Officer..... may if whenever any such question may rise, serve the contractor with a written notice prohibiting his felling, collecting or storing or removing any stock in any part of the said lands or collecting such stock or regulating the storing or removal thereof, and on the service of such notice the orders and directions therein contained shall, until the same are varied by the Divisional Forest Officer, be taken as part of the conditions of this contract anything herein to the contrary notwithstanding and shall be observed and performed by the contractor.

12. The contractor shall have no claim for any loss he may incur by carrying out the provisions of any such notice nor for any loss caused to him by his being prevented or obstructed by any land owner or other persons on plea of right of ownership or right of enjoyment or otherwise from collecting, storing or removing any of the stock.

13. The contractor shall commence work in the coupe at one end and shall proceed to the other end in an orderly and systematic manner.

14. All the timber, firewood, etc. cut and collected by the contractor from the coupe shall be stored by him in suitable sites within the contract area for checking by the Forest Officer before removal. All the produce collected and stacked should be got checked, and the timber pieces stamped with Departmental hammer by the Forest Officer authorised for the purpose. Removal shall be done only from the stock thus stored and checked and shall be covered by Form No. 1 Pass issued by the Officer authorised for the purpose. No transport will be allowed within the forest limits during night time i.e., between 6 p.m. and 6 a.m. The contractor shall periodically submit to the Range Officer or the officer duly authorised a list of produce ready for removal and on receipt of this list, arrangements will be made to check and hammer mark the stock and to issue Form No. 1 Pass for the same within 10 days from the submission of the said list. The contractor shall not remove any produce not covered by the Form No. 1 Pass issued. All the produce removed in contravention of the provision of this condition will be liable to be confiscated to Government and the contractor will also be liable to any other penalty including forfeiture of his security for the violation of this condition as ordered by the Divisional Forest Officer.

15. All debris and wood below 30 centimetres girth should be left uncollected in the coupe itself and they shall not be removed.

16. No charcoal burning will be allowed within the area under any circumstances.

17. When felling trees standing near the public road or thoroughfares, red flags with warning notice must be put up at places on either side of such roads at least a hectometre away from the felling point. Trees falling across the roads must be removed and obstruction cleared immediately.

18. The contractor shall not stock timber or other produce within the road limits causing hindrance to road traffic or damage to the road surface.

19. The contractor shall be held responsible for any loss or damage arising out of the non-observance of the terms and conditions above-mentioned.

20. If any amount becomes due to any workmen, or mazdoor engaged by the contractor, as per Workmen's Compensation Act or as per provisions of Labour or similar Laws, such amount shall be paid by the contractor. Any failure to do so will be considered as a breach of the terms of this contract.

21. The contractor shall be responsible for any illicit felling or removal of trees or other produce within two furlongs of the contract area. Unless proved otherwise to the satisfaction of the Divisional Forest Officer, such illicit felling may render this contract liable to be cancelled in addition to the forfeiture of all money paid by him and

of all stock collected under this contract, but not removed from the area. The contractor will also be liable for prosecution and for payment of the value of the timber, etc. illicitly felled or removed, as assessed by the Divisional Forest Officer. The contractor shall be bound to report any such illicit felling or removal to the Range Officer.

22. For the purpose of transport of produce from the working area the contractor shall use only such roads as approved by the Range Officer.

23. The contractor shall complete the work provided for herein including removal of all the stock from this contract area on or before under very special circumstances for good and sufficient reasons, the Divisional Forest Officer may grant extension of time or realisation of penalty noted below:

(1) Rs. 25 per acre per month for uncleared area.

(2) Rs. 1.75 per cubic metre of timber and Rs. 0.50 per 2 cubic metres stacked firewood, Rs. 2.00 per 100 bamboos remaining unremoved at the close of the original contract period.

In the event of the contractor failing to remove the stock from the contract area by the expiry of this extended period, such stock shall be forfeited and shall revert to and become the absolute property of the Government and the contractor shall not by reason of such forfeiture, be entitled to any refund or abatement of the amount payable by or due from him under this contract.

24. The Divisional Forest Officer may however grant permission to the contractor to store the timber and other produce collected from this coupe in any locality within the reserve forest but outside the coupes at contractor's sole risk and responsibility, if due to adverse circumstances or climatical conditions, the produce could not be removed outside the limit of the Government Forest within the contract period. But such permission shall be granted only on payment of rental for the area permitted at Rs. 100 per acre or part thereof per month or part thereof.

25. The contractor shall be fully responsible for the acts of himself and his agents and of all persons authorised by either of them to cut, collect, store and remove timber and other produce under this contract.

26. The contractor shall keep correct accounts in the form prescribed from time to time by the Divisional Forest Officer, of all timber, firewood and other produce cut, collected and removed under this contract and shall submit such accounts to the Range Officer before the 5th of the succeeding month failing which, the contractor shall be liable to pay a fine of Rs. 10 per month or fraction thereof for each and every default.

27. The contractor shall pay grazing fee for elephant calculated at the rate of 50 paise for one elephant for every 2 cubic metres of

timber or fraction thereof and vakka charges at 25 paise for every 2 cubic metres of timber or fraction thereof actually collected.

28. The contractor shall at all times comply with the provisions of the Motor Vehicles Act and also the rules framed under the Forest Act in the case of loading and transport of produce.

29. Works in the plantation coupe shall be carried out according to the time schedule given below:—

- | | |
|---------------------------|----|
| (1) Felling | .. |
| (2) Slash felling | .. |
| (3) Burning and reburning | .. |

30. If in the course of working it is found by the Divisional Forest Officer that the progress of work in the coupe is not satisfactory, the Divisional Forest Officer may cancel this agreement after giving one month's written notice to the contractor and make other arrangements for carrying out the works at the contractor's risk and loss. But the contractor shall not be entitled to any profit the Department may derive in this arrangement.

31. The sum of Rs. deposited by the contractor is a security deposited for the due fulfilment of all and every conditions of this contract, for breach of any of which by the contractor, the Divisional Forest Officer shall have power to forfeit the deposit in whole or in part either during or after the expiry of this contract and in the event of any such forfeiture pending the continuance of this contract, any sum so forfeited shall immediately be made good by the contractor who will not be allowed to continue his work hereunder until such deposit has been brought up to the full amount originally deposited. Nothing in this condition shall be held to prohibit the said Divisional Forest Officer from directing the contractor to pay fine in cash for breach of any of the conditions of this agreement. If such fines are not paid within the time stipulated by the Divisional Forest Officer in the proceedings ordering such fine the work in the coupe will remain suspended till the amount is paid in full. It shall also be open to the said Divisional Forest Officer to adjust the fine from the security deposit in which case the contractor will not be allowed to work the coupe till the adjusted amount is made good. For non-payment of the fine or reimbursement of security amount herein noted, it shall be open to the Divisional Forest Officer to cancel the contract at the risk and loss of the contractor who shall be liable to pay all such amount including the fine.

32. In the event of any breach by the contractor or his agents or workmen of any of the conditions the Divisional Forest Officer shall have the right, besides enforcing forfeiture of all or any part of the said deposit or imposing a fine to cancel the contract by a written notice and in such case the right under this contract may either be resold or worked departmentally by Government and the contractor shall be responsible for and shall make good to the Government any

loss which the Government may sustain on any such resale or departmental working, as the case may be, but shall have no claim to any surplus gain which the Government may realise thereby.

33. The security deposit or balance thereof, if any deductions have been made under any of the above conditions, shall be returnable to the contractor within one year after the expiry of this contract and after absolving the contractor from all liabilities, if any, to the Department under this contract.

34. If the entire dues from the contractor cannot be adjusted from the security deposit, or any other amount due to him from the Department, such of the amounts as remaining unrecovered, under the terms of this contract shall be recoverable from him as arrears of land revenue under the Revenue Recovery Act for the time being in force, by attachment and sale of his property or in any other means as the Government may deem fit.

35. In case any dispute arising between the Divisional Forest Officer and the contractor as to any matter under this contract such dispute shall be referred to the Conservator of Forests whose decision thereon shall be final.

SCHEDULE

Name and Particulars of the area	Name of Forest Division	Name of Range	Name of beat	Extent of area	Period of the contract	Boundary description of the coupe	Remarks
1	2	3	4	5	6	7	8

IN WITNESS WHEREOF the contractor..... and the Divisional Forest Officer..... on behalf of the Government of Kerala, have hereunto set their respective hands and seals the day and year first above written.

Divisional Forest Officer,
..... Division.

Contractor:

Signed, sealed and delivered by the above-named..... in the presence of.....

Witnesses:—

- 1.
- 2.

APPENDIX XX

Standard Agreement Form for the Felling, Collection and Purchase of Timber on Mellabhom System

AGREEMENT made this..... day of..... 19..... between Sri..... (hereinafter called the "CONTRACTOR"), which term shall, unless the context indicates otherwise, includes the said Sri..... also his heirs executors, administrators, legal representatives and assigns) of the one part and the Governor of Kerala (hereinafter called the "Government") of the other part,

WHEREAS the contractor offered to fell and collect timber from..... marked trees in the area specified in the Schedule attached hereto and to purchase the timber collected from the above marked trees, at the rates and within the period of time given in the said schedule,

AND WHEREAS such offer has been accepted by..... in proceedings number..... dated.....,

AND WHEREAS the contractor has deposited Rs..... under Forest Deposit (ie. Rs..... as per chalan No..... dated..... of..... Treasury and Rs..... deposited as earnest money and credited to Forest Deposit as per chalan No..... dated..... of..... Treasury) and pledged the same in favour of the Government with the Divisional Forest Officer,..... Division as security for the due performance by the said contractor of all the terms, covenants, conditions and provisions.

NOW THESE PRESENTS WITNESS and it is hereby agreed as follows:—

1. The contractor shall not enter or send his employces to the contract area mentioned in the Schedule without previously obtaining licence prescribed for the purpose, signed by the Divisional Forest Officer,..... The contractor shall grant a receipt to the Range Officer,..... Range for all the..... trees marked and entrusted to him for felling and collection and sign the marking list register of the Department in token thereof.
2. He shall be supplied with a sketch of the contract area.
3. (a) For the purpose of this contract, the contract area shall be divided into several strips by the Forest Department. The felling in a strip shall be completed before any transport from that strip is made. The felling in the next strip shall commence only after the

transport from the previous strip is completed. Collection and transport shall not be made simultaneously in any portion of the contract area.

(b) The contractor shall see that the felling is done systematically from one end of the working area to the other end and that all trees are felled as low as possible to the ground level. All cross cutting of logs shall be done by saw and not by axe as far as possible, so that the maximum out-turn of timber is obtained from the felled trees.

4. The contractor shall fell and collect all the marked trees entrusted to him except those trees which have been certified by the Divisional Forest Officer after his inspection as wholly defective or impossible to be felled without causing serious damage to their stems or to other trees standing nearby. But, in such case, the Contractor shall get definite written orders from the said Divisional Forest Officer for each and every such tree left unfelled or uncollected. For every marked tree left unfelled, at the expiry of the contract, without proper authorisation from the said Divisional Forest Officer, the contractor is liable to pay a penalty of Rs. 25 (Rupees twenty-five only) per tree. For every marked tree felled but left uncollected without proper written authorisation from the said Divisional Forest Officer, the contractor shall be liable to pay the value of the net timber available from such trees as assessed by the Divisional Forest Officer at the mellabhom rate shown in the Schedule.

5. The contractor shall see that the marking numbers chiselled on the trees and the departmental hammer marks affixed on them at the stumps and breast height are not obliterated or defaced during the process of felling and conversion. If at any time the hammer mark or marking number is obliterated or defaced he shall report the fact immediately to the Range Officer, who shall renew the hammer mark or marking number, as the case may be, before the timber collected is removed from the stump site. The contractor shall not remove any timber converted from a tree from its stump site before all the pieces obtained from it are registered and hammer-marked at both ends by the Departmental Officers authorised for the purpose.

6. While conducting felling and conversion, the contractor shall ensure that only as little damage as possible is done to the tree felled and also to the other trees in the vicinity. He shall also see that red flags are put up at places on public roads at least a furlong away from the felling points on either side of the road at the time of felling with the warning notice, when trees near public roads are felled, felling which the contractor will be held responsible for all the loss or damage that may be caused to the Government or Public by such failure.

Sufficient number of axe-men and elephants must be kept ready at the spot to remove quickly the trees falling across the public roads. He shall not stack any timber within road limits causing damages to the road surface and hindrance to traffic. If any such stacking is

done the produce so stacked will be removed at the contractor's cost besides making him payable for the ground rent or other dues, if any, claimed by the Public Works Department.

7. The contractor shall convert the trees into logs so as to get the maximum out-turn from them. In the case of teak blackwood and ebony, logs to a minimum of thirty inches at least in midgirth and 6 feet at least in length shall be collected. In the case of other species of timber logs at least to a minimum of 40" in girth and 8 feet in length shall be collected. The contractor shall not leave any timber uncollected unless such timber is declared defective by the Divisional Forest Officer (vide the condition No. 4 above).

8. Drag-holing will be permitted only at one end of the log. Soon after the conversion, the contractor shall chisel mark his initials in a prominent place near the draghole. He shall also chisel mark the tree number on each of the pieces obtained from the same tree, a separate alphabetical letter being added to each piece, eg. Tree No. 5A, 5B, 5C etc.

9. The contractor shall get all the timber pieces collected by him from time to time registered as soon as the conversion is over and duly hammer marked at both ends of the logs by the Range Officer..... or by any other Officer authorised for the purpose.

Check-measurement will be done only after the entire logs within a strip is collected and registered. For facilitating check-measurements the registered logs shall be collected and stacked at such place as may be selected by the Divisional Forest Officer or any other officer authorised in this behalf. The check-measurement thus made, shall be accepted by the contractor as final and binding. After check-measurement of the logs, the Range Officer will issue to the contractor a chalan together with a bill in Form No. 12 for the remittance into the Government Treasury of the mellabhom value of the logs so check-measured.

10. The mellabhom value thus due from the contractor as per the bill and chalan issued, should be remitted by him into the Treasury within fifteen (15) days from the date of receipt of the chalan and bill. If the contractor fails to remit the amount within the time specified above, he may be allowed a further period of fifteen days for the remittance of the dues subject to a payment of interest for the over-due amount at the rate of 12 per cent per annum. If he still fails to pay the amount even within the extended time, the contract will be cancelled and security deposited by him forfeited to the Government. The contractor shall also forfeit his claim to all the timber collected and paid for by him but left unremoved in the contract area. The contractor will also be responsible for the loss, if any, which the Government may sustain by the resale of the right of collection and purchase of the trees but he will have no claim for the profit, if any, the Government may realise by such resale. In calculating

interest, any overdue period of and below fifteen days will be taken as half a month and period above 15 days, but below one month as one month.

11. On production of the Treasury Receipt in support of the remittance of the mellabhom value mentioned in Condition No. 10 above, the Range Officer..... or any other officer not below the rank of a Forester authorised by the Divisional Forest Officer, shall issue pass in Form No. 1 for the transport of the timber thus paid for. Removal of the logs will be effected within the time given in the said pass. But extension of time free of penalty and ground rent may be given by the said Range Officer for the removal of the said produce till the expiry of the contract period.

12. The contractor shall ensure that the logs removed shall invariably be accompanied by the Form No. 1 passes referred to above.

13. If the numbers chiselled or the hammer marks impressed on the logs are obliterated or defaced during transport, the contractor shall inform the fact to the Range Officer and get them renewed.

14. The Contractor shall furnish the said Divisional Forest Officer for approval, a list showing the names of his agents and persons intended to be employed for supervision of the work in the contract area and no person not approved by the Divisional Forest Officer, shall be employed by the contractor for the said supervision work. Whenever the Divisional Forest Officer orders removal of the contractor's employees from the contract area, the contractor shall immediately carry out the order. The contractor shall not engage for this contract any person already engaged by the Department for any other work.

15. The contractor shall furnish his agents and other employees a written authority for entering and working in the contract area and this authority shall be produced for inspection by any Forest Officer not below the rank of a forest guard. The contractor shall be deemed responsible for all acts of commission and omission not only of himself but also of his agents and all other employees engaged by him for the execution of the contract work.

16. The contractor shall be responsible for the safety of all timber collected by him from the marked trees entrusted to him. If any of the logs be burnt, lost, rendered useless or otherwise destroyed or missing before their mellabhom value is paid. Their mellabhom value calculated at the rate shown in the Schedule shall be recovered from the contractor.

17. After the expiry of the contract period, the contractor shall not be given any extension of period for the felling and collection of the marked trees left behind in the working area. But, if, however, the contractor is not able to remove all the logs, the mellabhom value for which is already paid for, he may be given an extension of time by the Divisional Forest Officer for two months from the date of expiry of the contract period on payment of the ground rent due for such logs according to the rules in force.

18. The contractor and his authorised employees in the working area shall carry out the orders of the Divisional Forest Officer and the Range Officer issued from time to time in connection with the work in the felling area. He shall also act in accordance with the provisions of the Forest Act and Rules framed thereunder. For failure to carry out this condition, the contractor shall be liable for such fines as decided by the Divisional Forest Officer.

19. If it is decided by the Divisional Forest Officer or Conservator of Forests to stop the felling of all or any of the trees marked and handed over to him or any particular species of marked trees the contractor shall be served with a notice to this effect and on receipt of such notice, he shall stop forthwith further felling of the marked trees. The contractor will however, be permitted to collect and remove on the usual conditions all timber available from the trees felled prior to the receipt of such notice, Government will not be liable to pay any compensation to the contractor for loss, if any incurred by him as a result of such order stopping further felling.

20. The contractor shall submit to the Range Officer and the Divisional Forest Officer the monthly statement in the Form prescribed by the Divisional Forest Officer so as to reach them before the 10th of the succeeding month showing the progress of work done by him. If he fails to do so, he shall be liable to pay a fine of Rs. 2 per month or fraction thereof for the period of default in the submission of this monthly account either to the Range Officer or the Divisional Forest Officer.

20 (A) If in the course of working, it is found by the Divisional Forest Officer that the progress of work in the contract area is not satisfactory and that the work cannot be completed within the contract period by the contractor, the contractor shall be served with a notice demanding to show sufficient progress within the time fixed by the Divisional Forest Officer. If the progress of work is found to be still lagging behind, the Divisional Forest Officer will have the power to cancel the contract and confiscate all the produce collected and left unremoved in the contract area and also to re-sell the right or to work the area departmentally at the risk and loss of the contractor.

21. If any illicit felling takes place either in the contract area or in the neighbourhood with the connivance or knowledge of the contractor, the contractor shall be held responsible for the same, and the contract shall be liable to be cancelled in addition to any other punishment, the Divisional Forest Officer may inflict on him.

22. This contract is not transferable except with the previous written permission of the Conservator of Forests or Divisional Forest Officer, as the case may be.

23. The Contractor and all his employees engaged in the felling area shall be bound to render such assistance as may be required of them by any Forest Officer of and above the rank of a Forest Guard in putting out fire and in preventing the commission of any Forest Offence or its detection within the Beat in which the felling area is situated.

24. Within thirty days of the expiry of the contract period, the contractor shall hand over to the Divisional Forest Officer or an Officer deputed by him for the purpose all unfelled marked trees and also felled but uncollected trees in the working area. If he fails to do so, the Range Officer shall arrange to take charge of the same from the felling area without any further notice to the contractor. If any marked trees felled or not are found missing, the contractor shall pay to the Department the value of such timber as assessed by the Divisional Forest Officer at scheduled rate in force at the time in addition to any other penalty prescribed by the Divisional Forest Officer.

25. In case of any dispute between the Divisional Forest Officer and the contractor on any matter arising out of this contract such disputes will be referred to the Conservator of Forests whose decision thereon shall be deemed to be final in the matter.

26. The contractor shall purchase the permits from the Range Officer for the collection of the required quantity of vakka fibre if elephants are engaged for dragging timber. The vakka fibre so collected, shall not be transported outside the contract area. He shall also take grazing permits for all the elephants stationed in the Government forest in connection with this contract work.

27. The loading and transport of the timber shall be done only with due regard to the Motor Vehicles Act and Rules to regulate the transit of timber and other produce in force from time to time.

28. All logs found within the contract area after the expiry of the contract period or extension period granted as per condition (17) of the agreement, as the case may be, shall become the property of the Government and the contractor shall have no claim for such logs.

29. The sum of Rupees deposited by the contractor is a security for the due fulfilment of all and every of the conditions of the contract for breach of any of which by the contractor, the Divisional Forest Officer, shall be at liberty to forfeit the deposit in whole or in part either during or after the expiry of the contract period and in the event of such forfeiture pending the continuance of this contract the sum so forfeited shall be immediately made good by the contractor who will not be allowed to continue his work in the contract area until such deposit has been brought up to the full amount originally deposited. Nothing in this clause shall be held to prohibit the said Divisional Forest Officer from directing that the contractor shall pay a fine for any breach of conditions by the contractor or his agents or workmen and in the event of such fine being ordered, the contractor shall be bound to pay it within such time as the Divisional Forest Officer may fix and failing payment the Divisional Forest Officer shall be at liberty to hold the contract in abeyance, till the fine is made or to cancel the contract at the risk and loss of the contractor.

30. In the event of any breach by the contractor or his agents or employees of any of the terms and conditions of the contract, the Divisional Forest Officer shall also have the right besides forfeiting all

or any part of the security deposit, to cancel this contract by written notice to the contractor and in such case, the right to all produce—the subject of this agreement may either be re-sold or worked departmentally at the contractors' risk and loss, in addition to confiscating to Government all the logs found in the contract area. The contractor shall not claim any surplus the Government may realise by the resale.

31. All claims found due to the Government notwithstanding anything herein contained, from the contractor under or by virtue of this contract, shall be recoverable from him and his properties movable and immovable as arrears of land revenue due to the Government 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.

32. If any amount becomes due to any workmen or mazdoor engaged by the contractor as per the Workmen's Compensation Act or as per the provisions of Labour or similar Laws, such amount shall be paid by the contractor. Any failure to do so will be construed as breach of terms of this contract.

33. The conditions of the Tender/Sale Notice connected with this agreement form part and parcel of this contract as if incorporated herein, but subject to the terms and conditions expressly stated herein.

34. The contractor shall not claim any compensation for roads and bridges constructed by him for the execution of the contract and he shall leave all such roads and bridges intact when he leaves the area on completion of the contract.

35. The security deposit or any portion thereof as may be available after settlement of the contractor's liabilities will be refunded to the contractor only after all the liabilities under this contract are settled.

SCHEDULE

1. Name of Range in which the Contract area is situated:
2. Name of contract area and working circle/felling series:
3. Boundaries:
4. Number of trees marked with species-war abstract:
5. Period of contract
6. Mellabhom Rates

Species	Rate
.....
.....
.....

IN WITNESS WHEREOF the contractor for himself, his heirs, executors, administrators, legal representatives and assigns and the Divisional Forest Officer, Division acting for and on behalf of the Governor of Kerala, have hereunto set their respective hands and seals the day and year first above written.

Contractor:

Divisional Forest Officer

For and on behalf of the Governor of Kerala

Witnesses:

- 1.
2.

APPENDIX XX

Standard form of agreement for the right of cutting, collection and removal of bamboos

AGREEMENT made this... day of... 19... between Shri... of... (hereinafter called the "CONTRACTOR" which term shall, unless the context indicates, otherwise, include, besides the said Shri... also his heirs, executors, administrators, legal representatives and assigns) of the one part and the Governor of Kerala (hereinafter called the "GOVERNMENT") of the other part,

WHEREAS the Contractor bid in auction held on... at... by... the right to cut, collect and remove the bamboos from the coupe specified in the schedule attached to this agreement for a lumpsum of Rs... (Rupees...) for the period specified in the said schedule,

WHEREAS such offer has been accepted by the... in proceedings No... dated...

AND WHEREAS the Contractor has deposited Rs... (....) under Forest Deposit [i.e. Rs... as per chalan No... dated... of Treasury... and Rs... (....) deposited as earnest money and credited to Forest Deposit as per Chalan No... dated...

... Treasury) and pledged the same in favour of the Government with the Divisional Forest Officer as security for the due performance by the contractor of all the terms, covenants, conditions and provisions herein contained.

NOW THESE PRESENTS WITNESS and it is hereby agreed as follows:-

1. The contractor or his men shall not enter the contract area without obtaining licence in the prescribed form from the Divisional Forest Officer... Division.

2. The contractor shall have the right to cut, store, remove and dispose of, subject to the conditions and restrictions hereinafter appearing, the bamboos in the area mentioned in the schedule hereto annexed, save and except all or any of such stock to which any right holder, permit holder or bonafide ryot now or may at any time or times hereafter be entitled under the provisions of the Forest Act or any modification thereof or under any rules and proceedings of the Forest Department of the Government of Kerala. The contractor shall be supplied with a Plan of the contract area.

3. The contractor shall not dispose of or sublet such right or part thereof without the written permission of the Divisional Forest Officer... (hereinafter called the "Divisional Forest Officer") which permission may be refused by the latter without assigning any reason thereof.

4. In case of any question arising with regard to or any objection being taken by any person to the contractor's right to cut, collect or store or to remove the stock collected along any route or through any part of the said lands the Range Officer... may if and whenever such question may arise, serve the contractor with a written notice prohibiting his cutting, collecting or storing or removing any stock in any part of the said lands or collecting such stock or regulating the storing or removal of the same and on the service of any such notice, the orders and directions therein contained shall, until the same are varied by the Divisional Forest Officer be taken as part of the conditions of this contract (anything herein contained to the contrary notwithstanding) and shall be observed and performed by the contractor.

5. The contractor shall have no claim for compensation from any loss he may incur by carrying out the provisions of such notice nor for any loss caused to him by his being prevented or obstructed by such land owner or other person on plea of right of ownership or right of enjoyment or otherwise from felling, collecting, storing or removing any of the stock.

6. The following rules shall be... of bamboo...

(b) No culm shall be removed with the rhizome.

(c) A minimum of mature culms shall be left in each clump. By mature culm is meant a culm which is at least one year old, i.e. a culm on which there is no white bloom.

(d) No culm which is not mature as defined above and no bamboos which are not dying or malformed or bamboos not showing signs of flowering shall be cut.

(e) The cutting shall be made as far as possible on the side of the clump opposite to that where the largest number of new culms are found.

(f) The bamboos in the annual conversion and fuel coupe to be worked during the currency of this contract shall not be cut or removed as they belong to the respective coupe contractor.

(g) No chillies shall be collected from the standing bamboo left after felling in a clump.

(h) The contractor shall not cut any growth within 24 feet of the edge of the streams.

7. The contractor shall be held responsible to see that himself and his men engaged in the contract area do not leave behind heaps of remnants or other combustible material within a distance of thirty (30) feet from the boundary of any right of way or from any fire line. The Department shall accept no responsibility for any loss caused to the contractor by fires or other causes.

8. The contractor shall commence work in one end of the coupe and proceed with the work evenly and systematically to the other end. No scattered cuttings shall be done.

9. The contractor shall not engage or employ for any work under this contract the coolies or cartmen employed by the Department, without the permission in writing of the Range Officer.

10. The contractor shall personally supervise and control the working on the spot and shall be present whenever notice is given by the Range Officer for inspection of the contract area. Subject to the provisions, he may employ an agent or agents to assist him in the work, but no such agent shall be considered as duly accredited, unless his name, residence and a specimen signature have been submitted to and approved of by the Divisional Forest Officer.

11. Subject to any orders that may be issued by the Forest Department from time to time the contractor shall not remove or allow to be removed from the contract area any of the stock except under cover of Form No. 1 Pass issued by the Range Officer or any other Officer duly authorised for this purpose. Any removal before obtaining such pass shall render the contract liable to be cancelled by the Divisional Forest Officer and the stock so removed liable to be forfeited to Government. The contractor shall cut and store bamboos in suitable sites within the contract area and shall apply to the Range Officer for Form No. 1

pass which will be issued after checking the stock. Removal of bamboos shall be done only from the stock so collected and checked and covered by the pass. All the produce removed in contravention of the provisions of this condition will be liable to be confiscated to Government and the contractor will, in addition, be liable to any other penalty as ordered by the Divisional Forest Officer. The transport shall be done only along the routes specified in the Form No. 1 Pass.

12. In the event of the contractor failing to remove the bamboos from the contract area before the expiry of the contract period, such bamboos shall be forfeited and shall revert to and become the absolute property of the Government and the contractor shall not by reason of such forfeiture be entitled to any claim or for refund of the amount payable by or due from him under this contract.

13. The contractor shall not store the bamboos on public roads causing hindrance to traffic or damage to the road surface. He shall be held responsible for any loss or damage arising out of the non-observance of this condition.

14. Every servant or mazdoor of the contractor to whom authority is granted to cut, collect and remove bamboos shall be separately supplied with and authorised by the contractor. The contractor shall be fully responsible for the acts of himself his agents and all persons employed by him or them and shall make good any damage done to the forest by any or all of them or resulting from their acts or omission by fire or otherwise, the amount of such damage to be fixed by the Divisional Forest Officer whose decision thereon shall be final. The contractor shall pay such sums as the Divisional Forest Officer may determine to be necessary for doing any work required to be done by the contractor under this contract and which he has failed to do after notice. Any produce cut, collected or removed by persons who do not possess the said authorisation from the contractor will be confiscated to Government and the contractor will not be entitled to any compensation therefore. The contractor will also be liable to any other penalty fixed by the Divisional Forest Officer.

15. If any fire occurs in the Reserved Forests within which the contract area is situated, the contractor, his agents, employees and all persons engaged by him in connection with this contract shall render every assistance and use their best endeavours to extinguish the fire and every one of such persons shall in all cases give immediate notice of the occurrence of the fire to the nearest Forest, Police or Revenue Officers.

16. If for Government purposes, bamboos are required, the contractor shall be bound to supply them at the place of destination for which he shall be paid seigniorage in force as well as the collection and transport charges, as fixed by the Divisional Forest Officer.

17. Should the contractor fail to collect and remove the bamboos within the contract period, he shall have no claim for compensation.

may be necessary for the transport of produce collected by the contractor on payment of such penalty as may be fixed by him not exceeding 10 per cent of the contract value per month.

18. The contractor shall keep correct accounts in the form prescribed by the Divisional Forest Officer, of the bamboos collected and removed under this contract and shall submit the accounts monthly to the Range Officer before 5th of the succeeding month, failing which the contractor shall be fined Rs. 2 per month or part thereof, for each and every default.

19. In the event of any breach by the contractor or his agent of any of the conditions in this agreement, the Divisional Forest Officer shall have the right, besides forfeiting all or any part of the security deposit, to cancel the contract and in such event the contractor shall forfeit claims over all the bamboos both standing and lying felled and collected within the contract area, the Divisional Forest Officer reserves the right to re-sell the right at the risk and loss of the contractor who shall, however, have no claim to any surplus gain which may accrue to Government by such resale.

20. If any illicit fellings are noticed either in the contract area or within four furlongs limit outside the contract area, the contractor shall be held responsible for the offence committed, unless the innocence of the contractor or his workmen is proved by the contractor to the satisfaction of the Divisional Forest Officer. If the contractor's explanation with regard to the offence committed is not acceptable to the Divisional Forest Officer, the contractor shall be liable to the penalty ordered by the Divisional Forest Officer, and also for prosecution under the Forest Act and Rules thereof.

21. The contractor has paid the sum of Rs. on towards the sale value of the coupe and shall pay the balance Rs. into the Treasury on or before

22. If the contractor fails to pay the above dues as specified in condition 21, the work in the coupe will be suspended immediately. This suspension will be lifted if the overdue instalment is paid within thirty days of its falling due provided interest at 12 per cent per annum is also paid for the overdue instalment. Failure to pay the above amount even within this extension period will result in the cancellation of the contract. In addition the right will be liable to be resold by the Divisional Forest Officer. The amounts already paid by the contractor including the security deposit made, will also be forfeited and the produce already collected, but not removed from the contract area confiscated to Government. In the case of resale, the contractor will make good to the Government any loss which Government may incur, but he will not be entitled to any gain which Government may realise thereby. The contractor will not be given any extension of time to make up for such period of suspension.

In calculating interest, any overdue period of and below fifteen days shall be treated as half-a-month and period above fifteen days, but below one month as one month.

23. If the contractor or his men happen to find any ivory or serivelloes in the forest, they shall immediately give intimation of such finds to the Range Officer and entrust the same at site to the said Range Officer or to any other officer authorised by the Range Officer after obtaining a receipt therefor. As a reward for this service, the person concerned shall be paid a remuneration amounting to ten per cent of the tariff value of the produce for the time being in force.

24. In case of any dispute arising between the Divisional Forest Officer and the contractor regarding any matter under this contract, the same shall be referred to the conservator of forests whose decision thereon shall be final.

25. The terms and conditions of the sale under this agreement as set out in this contract form part and parcel of this agreement as hereinafter stated herein, but subject to the terms and conditions hereinafter stated.

26. The contractor shall at all times comply with the provisions of the Forest Act and Rules framed thereunder.

27. If any money becomes payable to any workmen or mazdoor of the contractor under Workmen's Compensation Act and provisions of labour and similar other laws, the same shall be paid by the contractor. Failure to do so shall be considered as a breach of the terms of this agreement.

28. The security deposit or balance thereof after deductions made for breach of any of the conditions of this contract shall be returned to the contractor within four months after the expiry of the contract and after releasing the contractor from all liabilities under this contract.

29. Notwithstanding anything herein contained, the contractor shall be liable for all or any loss caused to the Government by the breach of any of the terms and conditions herein contained.

30. Any money due from the contractor under the terms of this contract and which cannot be recovered either in cash or by adjustment of the security deposit or other dues from the contractor, the same shall be recovered from the contractor as arrears of land revenue under the Revenue Recovery Act.

SCHEDULE

1. Name of division
2. Name of range
3. Name of burning area
4. Coupe number
5. Period of contract
6. Boundaries

IN WITNESS WHEREOF, the contractor and the Divisional Forest Officer acting for and on behalf of the Governor of Kerala have set their respective hands and seals on the date and year...

Divisional Forest Officer,

For and on behalf of the Governor of Kerala.

Contractor

Witnesses:

- 1.
2.
3.

APPENDIX XX

Standard agreement Form for collection and removal of forest produce

AGREEMENT made this... day of... 19... between Sri... (hereinafter called "Contractor" which term shall unless the term indicates otherwise include besides the said Sri... his heirs, executors, administrators, legal representatives and assigns) of the... and the Governor of Kerala State (hereinafter called the "Government") of the other part.

WHEREAS the contractor, agreeing to the terms of the sale notice published at... of the Gazette... has bid in auction held at... on... the right to collect and remove minor forest produce as listed out in the schedule annexed hereto from the areas and for the period referred to in the said schedule for a lump-sum of Rupees... upon the terms and conditions hereinafter appearing and whereas such bid has been accepted by the Divisional Forest Officer.../Conservator of Forests/... in his order number... dated...

AND WHEREAS the contractor has deposited Rupees... as security in... Treasury... as per chalan No... dated... forest deposit and pledged the same in favour of the Government with the divisional Forest Officer... for the due performance by the contractor of the terms, covenants, conditions and provisions herein contained.

NOW THESE PRESENTS WITNESS and it is hereby agreed as follows:-

- 1. The contractor or his men shall not enter the contract area or commence work in the said area without obtaining the license issued by the Divisional Forest Officer.
2. The contractor shall have the right during the term of this contract to collect, store, remove and dispose of subject to the conditions and restriction hereinafter appearing the various kinds of minor forest produce specified in the schedule hereto attached, found in the contract area, SALE AND EXCEPT all or any such produce to which any right-holder, permit-holder or bona fide ryot is now or may at any time or times hereafter be entitled under the provision of Forest Act... or any modification thereof or under any rules or proceedings of the Forest Department.
3. The contractor or his men shall not appropriate to themselves any produce raised by the hill-tribes nor shall he appropriate the produce collected by the said hill tribes for their bona fide use.
4. The contractor shall not dispose of or sublet the right hereby granted or any part thereof without the written permission of the Divisional Forest Officer... which permission may be refused by the latter without assigning any reason therefor.
5. In case of any question arising with regard to any objection being taken by any person to the contractor's rights to collect or to store the produce collected in any part of the said lands or to remove the produce collected along any routes or any part of the said lands or to collect any of the said produce, the Range Officer, ... may, if and whenever any such question may arise, serve the contractor with a written notice prohibiting his collecting or storing in any such part of the said lands or collecting of such produce or regulating the storing or removal of any produce and on the service of any such notice, the orders and directions therein contained shall until the same are varied by the Divisional Forest Officer, ... be taken as part of the conditions of this contract anything herein contained to the contrary notwithstanding and shall be observed and performed by the contractor as such.
6. The contractor shall have no claim for compensation for any loss, if any, he may incur by carrying out the provisions of any such notice referred to in condition No. 5 above nor from any loss caused to him by his being prevented or obstructed by any person on plea of right of ownership or right of enjoyment or otherwise collecting, storing or removing any of the said produce.
7. The collection and removal of the produce... collected only under cover of Form No. 1 Pass obtained from the Range Officer, ... and through such routes as prescribed in the said pass and

anything done in contravention of the condition shall render this contract liable to be cancelled and the produce so removed; liable to be forfeited to Government.

8. Every servant of the contractor or cooly to whom authority is granted by the contractor for the collection of the said produce shall be separately supplied with a permit issued by the contractor or his authorised agent whose name, residence and specimen signature shall be communicated to the Divisional Forest Officer and the Range Officer and the quantity of the produce and the time allowed for its collection shall be clearly written on the permit. No person shall be considered as duly-accredited agent of the contractor for the purpose of this contract, unless his name, residence and specimen signature have been submitted to and approved by the Divisional Forest Officer, who is at liberty to refuse approval of the same without assigning any reason therefore. The permit thus issued shall be in duplicate written in ink, one copy of which shall be produced by him whenever required by the Divisional Forest Officer or Range Officer for inspection. The produce so collected under cover of these permits shall not be removed outside the contract area before obtaining Form No. I Pass referred to in condition No. 7.

9. If the contractor or his men happen to find any ivory or scribbles in the forest, they shall immediately give intimation of such finds to the Range Officer and entrust the same at site to the said Range Officer or to any other officer authorised by the former (Range Officer) after obtaining a receipt therefor. As a reward for this service, the person concerned shall be paid a remuneration amounting to 10 per cent of the tariff value of the article for the time being in force.

10. During the collection of the produce, no damage shall be done to the trees by lopping or breaking of branches or otherwise except in so far as it may be necessitated by the nature of the produce to be collected. No immature produce shall be collected. Where collection bark is allowed, the trees shall not be felled on any account. Only the branches shall be cut for collecting bark.

11. The contractor shall be responsible for all the acts of himself and of his agents and of all persons authorised by either of them, to collect, store or remove the produce. The Divisional Forest Officer can at any time during the period of the contract, remove from the contract area any persons employed by the contractor in case such employees prove to be undesirable.

12. The Government reserve the right of felling and removing during the period of this contract, the trees of the species the produce of which are included in this contract and the contractor cannot raise any objection or claim any compensation therefor. He shall have no claim for the produce from such trees or within the contract area which may be sold by the Government during the contract.

13. The contractor shall not engage or employ in any work under this contract any of the coolies or cartmen employed by the Forest Department for extraction of Forest produce by Department Agency without the permission in writing of the Range Officer.

14. In the event of the contractor failing to remove the produce from the contract area by the expiry of the contract period such produce shall be forfeited and shall revert to and become the absolute property of the Government and the contractor shall not by reason of any such forfeiture be entitled to any refund of the amount payable by or due from him under this contract.

15. If any fire occurs in the area to which this contract applies, the contractor, his agents and all persons engaged by him shall render every assistance and use their best endeavours to extinguish the fire and the contractor and all other persons employed by him shall in all cases give immediate notice of the occurrence of the fire to the nearest Forest, Police or Revenue Officers. The contractor shall assist the Departmental Officers in preventing the commission of any forest offence or in detecting any such offences inside the contract area and the contractor shall intimate the Range Officer information regarding the intention of any person to commit a forest offence within or near the contract area.

16. The contractor shall keep correct and separate accounts of all produce obtained under the contract and shall produce the same to the Range Officer or the Divisional Forest Officer for inspection wherever required.

17. The contractor shall submit on or before 10th of every month to the said Range Officer a statement in the form prescribed by the Divisional Forest Officer, showing the particulars of collection and removal of produce from the contract area during the month just preceding. If the contractor violates the provisions of this condition, he shall be liable to pay a fine of Rs. 5 per month or fraction thereof for each and every default.

18. Notwithstanding anything herein contained, all sums found due to the Government from the contractor under or by virtue of this contract shall be recoverable from him and his properties movable and immovable as if they were arrears of land revenue due to the Government 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.

19. It shall be lawful to the Divisional Forest Officer to impose any fine on the contractor on proof of any illegal extraction or extraction in contravention of the terms of this contract. For any such illegal act, the contractor shall also be liable to be proceeded against under the provision of the Forest Act for the time being in force.

20. In the event of any breach by the contractor or his agents or other employed by him of any of the conditions of the contract, the

said Divisional Forest Officer shall have the right besides forfeiting all or any part of the said deposit, and recovering all loss caused to the Government thereby, to cancel this contract by written notice and in such case the right to the produce may be auctioned at the risk and loss of the contractor, but he shall have no claim to any gain which the Government may realise thereby.

21. In the case of any dispute arising between the Divisional Forest Officer and the contractor as to any matter arising under this contract, such dispute shall be referred to the Conservator of Forests, whose decision thereon shall be final.

22. The contractor shall at all times comply with the Forest Act in force in the State for the time being and all the rules thereunder and the provisions of this contract shall be taken in all respects as subject to such Acts and Rules.

23. If any of the produce the right of collection of which is sold to the contractor as per this agreement is required for Government use, it shall be collected departmentally or through the contractor himself. In such case, the contractor shall be paid a remuneration which the Divisional Forest Officer may decide and such decision shall be final.

24. The contractor has paid Rs. on towards contract amount and Rs. being full sales tax due and shall pay the balance of the contract amount, viz. Rs. within 30 days from the date of execution of this agreement. Removal of the produce from the contract area shall be made only after payment of the entire amounts in full.

25. Should the contractor fail to pay the above dues on the due date the work will be immediately suspended. The suspension will be lifted if the overdue amount is paid with interest at 12 per cent per annum within 30 days from the date shown in condition No. 24. But if the dues are not paid even within this extended period of 30 days, the contract shall be liable to be cancelled and the contractor shall be liable to be penalised under the condition 20 above. In calculating interest, any overdue period of and below 15 days will be considered as half a month and period above 15 days, but below 1 month as one month.

26. The sums of Rs. deposited by the contractor is a security deposited for the due fulfilment of all and every of the conditions of this contract for breach of any of which by the contractor, the Divisional Forest Officer, shall be entitled to forfeit the deposit in whole or in part either during or after the expiry of the contract and in the event of any such forfeiture pending the continuance of the contract the sum so forfeited shall be immediately made good by the contractor who will not be allowed to continue his work in the contract area under this contract until such deposit has been brought up to the full amount originally Nothing in this clause shall be held to prohibit the Forest Officer from directing that the contractor

any breach of conditions of this agreement by the contractor or his agent or workmen and in the event of a fine being ordered, the contractor shall be bound to pay it within such a time as the Divisional Forest Officer may fix and failing payment the Divisional Forest Officer shall be at liberty to hold the contract in abeyance till the payment is made or to cancel the contract.

27. The security deposit or balance thereof, if any deductions have been made under any of the above conditions shall be returned to the contractor within 4 months after the expiry of this contract and after absolving the contractor from all liabilities, if any, to the Forest Department, under this contract.

28. If any amount became due to any workmen or mazdoor engaged by the contractor, as per Workmen's Compensation Act or as per provisions of labour or similar laws, such amount shall be paid by the contractor. Any failure to do so will be construed as a breach of terms of this contract.

29. The conditions of sale embodied in the sale notice from part and parcel of this contract, as if incorporated herein, but subject to the terms and conditions expressly stated herein.

SCHEDULE

1. Name of the division :
2. Name of range :
3. Name and particulars of the contract area :
4. Period of contract :
5. Remarks :
6. Names and particulars of the produce to be collected :

IN WITNESS WHEREOF the contractor and the Divisional Forest Officer, acting for and on behalf of the Governor of Kerala have hereunto set their respective hands and seals the day and year first above written.

Divisional Forest Officer
For and on behalf of the
Governor of Kerala.

Contractor
Witnesses :

APPENDIX XX

Standard form of agreement for the collection and removal of cashewnuts from cashew plantations

AGREEMENT made this.....day of.....19.....between Sri.....of.....(hereinafter called the "contractor" which term shall, unless the context otherwise indicates, include besides the said Sri.....his heirs executors, administrators, legal representatives and assigns) of the one part and the Governor of Kerala State (hereinafter called the "Government") of the other part.

WHEREAS the contractor has, agreeing to the terms and conditions of the sale notice published in the Gazette dated.....at page.....of the forest sheet, for Rs.....the right of collection and removal of cashewnuts from the plantations listed out in the schedule appended to this agreement, under such terms and conditions hereinafter appearing and whereas such bid has been accepted by the Divisional Forest Officer,...../Conservator of Forests,.....in his proceedings order No.....dated.....

AND WHEREAS the contractor has deposited as forest deposit Rs.....(in words).....as per Chalan No.....dated.....of.....Treasury and pledged the same in favour of the Government with the Divisional Forest Officer,.....as security for the due performance by the contractor of the provisions hereinafter appearing and whereas the contractor has paid Rs.....towards part bid amount as per cash book item number.....dated.....of the Divisional Forest Office.....and the balance full amount as per Chalan No.....dated.....of.....Treasury.

NOW THESE PRESENTS WITNESS and it is hereby agreed as follows:—

1. The contractor or his men shall not enter the area covered by the contract before obtaining the licence issued in the proper form by the Divisional Forest Officer,.....
2. The contractor shall have the right during the period of this contract sitown in the schedule attached hereto to collect, store, remove and dispose of cashewnuts of the trees growing upon the lands mentioned in the said schedule.
3. The contractor or his men shall not collect any produce from the forest outside the contract area or any produce other than those detailed in the licence granted to him and shall confine only to the collection of the cashewnut in the areas mentioned in the schedule.
4. The contractor shall not dispose of or sublet the right granted or any part thereof with..... Divisional Forest Officer,..... or be refused by the latter without.....

5. In the case of any question arising with regard to or objection being taken by any person to the contractor's right to collect or store the produce collected in any part of the contract area or to remove the produce collected along any routes or through any part of the said contract area or to collect any of the said produce the Range Officer,.....may whenever any such questions arise serve the contractor with a written notice prohibiting him from collecting or storing such produce or any of them from or in the whole or any part of such contract area or regulating the storing or removal of any produce and on the service of any such notice the orders and directions thereon contained shall until the same are varied by the Divisional Forest Officer,.....be taken as part of the conditions of this contract, anything herein contained to the contrary notwithstanding and shall be observed and performed by the contractor as such.

6. The contractor shall have no claim for compensation for any loss, if any, he may incur by carrying out the provisions on any such notice or for any loss caused to him by his being prevented or obstructed by any person on plea of right of ownership or right of enjoyment or otherwise from collecting, storing or removing any of the said produce.

7. The contractor shall keep correct accounts of the produce collected from time to time under this contract and shall submit, during the period of collection and removal, monthly statements of such collections and removals to the Range Officer failing which he shall be fined Rs. 2 (Rupees two only) for each such default.

8. Every servant or cooly of the contractor to whom authority is granted for removal of the produce shall be separately supplied with an authorisation by the contractor and this shall be produced whenever demanded by a Forest Officer not below the rank of a Forest Guard.

9. The contractor shall be responsible for the acts of himself his agents and all persons authorised and engaged by either of them for the works relating to this contract.

10. The contractor shall not engage or employ for the works as per this contract any of the workmen employed by the Forest Department for extracting forest produce by departmental agency without the permission in writing from the Range Officer.

11. The contractor shall collect and remove all the cashewnuts available in the contract area within the period allowed. All the cashewnuts left uncollected by him at the expiry of the contract period shall be forfeited to the Government and the contractor shall not by reason of such forfeiture be entitled to any refund or deduction of the purchase money paid by him or any portion thereof.

12. If any fire occurs in this contract area, the contractor, his agents and all persons employed by him shall use their best endeavour to extinguish the fire. They shall also inform the nearest Forest, Police or Revenue Officer about such fire occurrence and render all possible help to such officers in putting out the fire.

13. All sums found due to the Government from the contractor under or by virtue of this contract shall be recoverable from him and his properties movable and immovable as arrears of Land Revenue due to the Government 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.

14. The security of Rs. only deposited by the contractor is a security deposited for the performance of all and every one of the conditions of this contract. For breach of any of which the Divisional Forest Officer shall be entitled to forfeit the deposit in whole or in part either during or after the expiry of the contract and in the event of such forfeiture pending continuance of the contract the sum so forfeited shall be immediately made good from the contractor who will not be allowed to continue the work under the contract until such deposit has been brought up to the full amount originally deposited. The security deposit or the balance thereof shall be returned to the contractor within four months after the expiry of the contract period and after he is relieved from all liabilities under the contract.

15. It shall be competent to the Divisional Forest Officer to impose any fine or other penalty specified in condition Nos. 14 and 17 of this contract on the contractor as proof of any illegal collection of any other forest produce or collection of cashewnuts from the area in contravention of the terms of this contract. For any such illegal act, he shall also be liable to be proceeded against under the provisions of Forest Act for the time being in force.

16. The contractor shall safeguard all the trees in the contract area from theft. He shall also see that no injury is caused to the trees.

17. In the event of any breach by the contractor or his agents of any of the above conditions this contract shall be liable to be cancelled by a written notice and in such cases the right to the collection and removal of the cashewnuts will be resold and the contractor shall be responsible for and shall make good to the Government any loss which they may incur on any such resale, but shall have no claim to any surplus which the Government may realise thereby.

18. In case of any dispute arising between the Divisional Forest Officer and the contractor as to any matter arising under this contract such dispute shall be referred to the Conservator of Forest, whose decision shall be final and binding on the contractor.

19. The contractor shall during the period of this contract comply with the provisions of the Forest Act and Rules framed thereunder.

20. The contractor shall not enter the contract area after the expiry of the contract period.

SCHEDULE

1. Produce:

Cashewnuts in the following plantations:

2. Period of contract:

IN WITNESS WHEREOF the contractor and the Divisional Forest Officer acting for and on behalf of the Governor have hereunder set their respective hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED by the abovenamed.

Contractor:

Divisional Forest Officer

For and on behalf of the Governor of Kerala.

Witnesses:

1.

2.

APPENDIX XX

Standard Agreement Form for Taungya (Ponam cultivation) lease in plantation areas

AGREEMENT made this day of 19 between Sri of (hereinafter called the licensee) of the one part and the Governor of Kerala State (hereinafter called the "Government") of the other part.

WHEREAS the licensee has bid in auction held on at the right of cultivation of agricultural crops specified in the conditions herein given in the land mentioned in the schedule hereto attached for Rs. per acre amounting to an aggregate sum of Rs. for the entire area of acres for a period ending on and has undertaken to carry out all works according to the specifications contained in the conditions hereinafter appearing, at his own cost.

WHEREAS such bid has been accepted by in his proceedings No. dated

AND WHEREAS the licensee has deposited Rs. under Post-Deposit as per chalan No. dated of

..... Treasury and pledged the same in favour of the Government with the Divisional Forest Officer..... as security for the due performance by him of the terms and conditions of this agreement.

NOW THESE PRESENTS WITNESS and it is hereby agreed as follows:

1. The licensee shall be supplied with a sketch of the lands where cultivation is to be made, signed by the Divisional Forest Officer.....
2. The licensee or his men shall not enter the area before obtaining the prescribed licence from the Divisional Forest Officer.
3. The licensee has paid Rs..... towards 1/3 of the license amount as per Cash Book item No..... dated..... of the Divisional Forest Officer and shall pay the balance of the license amount of Rs..... on or before.....
4. In the event of his failure to pay the aforesaid balance amount on the above due date the licensee will be given an extension of time for payment for 30 days from the due date. For the belated remittance of this amount within this extension period the licensee shall pay an interest at 12 per cent per annum. In calculating interest, any period of and below 15 days will be treated as half-a-month and period above 15 days, but below one month, as one month. If the amount and the interest are not paid within this extended period, the licence will be cancelled and all the money paid by him will be confiscated to the Government and the right resold at the risk and loss of the licensee. In addition, all the crops, if any, raised in the lease area shall also be confiscated to Government. The licensee shall not be entitled to any compensation or gain by the resale of the right.
5. The licensee shall construct foot-paths in the license area to a width of 4 feet along the alignment done by the Department before the end of March 19..... He shall also build up and maintain contour bunds wherever required to prevent soil erosion.
6. The licensee shall clear the land, uproot all grass and undergrowth therein throughout the license area and burn the debris before the middle of February 19..... at his own cost.
7. Aligning and staking and planting the area with forest species shall be undertaken by the Forest Department at its own cost in proper season.
8. The licensee is given the right of cultivating the land with paddy or other cereals or tapioca, provided tapioca is planted only on ridges taken along the contours between the lines of the forest species planted in the area or in a quincunx in the middle of 4 teak plants.

9. The entire planted area should always be kept well weeded as directed by the Range Officer..... If the weedings are not done properly and at the required intervals, this work will be undertaken by the department at the cost of the licensee.

10. The licensee shall be responsible for the proper tending and maintenance of the forest species planted in the area, throughout the period of the licensee and he shall replant all casualties. If the casualties at the end of the first year exceed ten per cent of the total number, the licensee is liable to be cancelled and the security amount forfeited to Government and the right of cultivation resold at the risk and cost of the licensee. But if the Chief Conservator of Forests is convinced that the failure is caused due to circumstances beyond the control of the licensee, the Chief Conservator of Forests may exempt the licensee from the above.

11. (a) Before the expiry of the period of the licence the licensee shall conduct a thorough 'Mammatty' weeding. The licensee shall not be entitled to any crop that was raised by him in the licensed area, but left unremoved by him on the last day of the period of the licence. No extension of time for the licence shall be ordinarily granted. But under circumstances beyond the control of the licensee the Divisional Forest Officer may grant extension of time for the licence period for two months more from the date of expiry of the licence period after recovering the proportionate rent for the period of extension granted.

(b) If the Conservator of Forests is convinced that extension to the lease period is necessary in the interest of planting work, the Chief Conservator of Forests will grant extension under the following conditions:

- (i) The licensee will be allowed to enjoy the extensions granted only after writing up a mahazar fixing the exact percentage of casualties and the present average height of the existing plants.
- (ii) The licensee will not be permitted to cultivate tapioca in mounds and he must do so only along contour bunds so as to prevent soil erosion.
- (iii) The licensee should remit an additional security of one year's lease amount for the performance of the additional departmental works.
- (iv) The licensee should hand back the area at the end of the extension period fully stocked and with the plants in excellent height growth.

12. The licensee shall protect the area against forest fires and also shall prevent the fire spreading outside the area into the adjoining forest or plantations. He is also bound to render every help to the Department in extinguishing fire if it breaks out in the neighbourhood of the license area. He is also bound by the Forest Act and Rules framed thereunder.

13. All orders issued by the Divisional Forest Officer and the Range Officer relating to the maintenance in the area shall be strictly carried out by the licensee. The licensee will also be held responsible for all acts done by himself and his employees, cultivators, etc. engaged by him for this contract. For this purpose, he should submit to the Range Officer a list of his agents, employees and cultivators working in the area for approval.

14. The licensee or his authorised agent shall be present at the site when any work is carried out therein and shall personally supervise all works.

15. The soil working for raising the second crop, if any, allowed, shall be done only after tracing out the tree species planted therein by the department. Burning will not be permitted in the area after the alignment and staking works are done.

16. All weeds and debris collected after the planting shall be laid in lines along the contours in the open space between the forest species planted there, so as to prevent soil erosion. While doing weeding or soil working the roots of the forest species planted shall, on no account, be cut or otherwise disturbed.

17. No sheds shall be constructed inside the license areas if the licensee or his workmen require any place for putting up sheds for their accommodation, the Range Officer shall allot sufficient space outside the license area. The licensee and his men shall use only such approved sites for putting up sheds and collecting and storing the field crop raised by the licensee.

18. The foot-paths in the license area shall be properly maintained throughout the period by the licensee.

19. The licensee shall always keep the tree plants free of weeds and Agricultural crop. Under no circumstances shall the forest species planted in the area be injured.

20. If any of the works specified in this agreement are not completed or left undone or done unsatisfactorily within the stipulated time, such of the works will be undertaken by the department or done otherwise at the risk and loss of the licensee. In such case the licensee is liable to be cancelled and the crop, if any, raised and the security deposit made by the licensee shall be liable to be forfeited and confiscated to the Government. The licensee shall also be liable to pay a fine fixed by the Divisional Forest Officer for any irregularity or disobedience of orders.

21. All amounts due from the licensee including fines and other penalties imposed and which remain unpaid or unadjusted from the security deposit or other dues, shall be recoverable from the licensee and his properties movable and immovable as arrears of land revenue under the Revenue Recovery Act for the time being in force or in any other manner as the Government may deem fit.

22. If any dispute arises between the Divisional Forest Officer and the licensee at any time, in connection with this agreement, the

same shall be referred to the Conservator of Forests, and his decision thereon shall be final and binding on the licensee.

23. In the event of breach of all or any of the conditions in this agreement, this contract is liable to be cancelled by the Divisional Forest Officer after giving the notice to the licensee and on such cancellation all rights which the licensee may have required under the licence shall cease and the licensee shall not be entitled to the crop raised by him in the licensed area or to any compensation for such crop or for any other work whatsoever done by him in the said land. He shall also be liable for all damages caused and loss sustained to the Government and in addition the security deposit pledged by the licensee or part thereof will be liable to be forfeited to the Government.

24. The security or that portion of it as may be available after settlement of liabilities will be refunded to him within 4 months of the expiry of the license period.

25. If any amount becomes due to any workmen or mazdoor engaged by the licensee as per Workmen's Compensation Act or as per provisions of labour or other similar laws, such amounts shall be paid by the licensee. Failure to do so will be considered as a breach of the terms and conditions of this agreement.

26. On the expiry of the period of the licence, all rights of the licensee shall cease absolutely and he shall not be allowed entry into the license area for any purpose whatsoever. If the licensee or any of his men is found in the area after the expiry of the licence he shall be liable to be rejected summarily and shall also be liable for prosecution.

SCHEDULE

1. Name of Forest Division.
2. Name of Forest Range.
3. Working Circle/Felling Series.
4. Number of coupe.
5. Area covered by the licence.
6. Amount payable by the licensee.
7. Period of the licence.
8. Remarks.

IN WITNESS WHEREOF the licensee Sri..... and Divisional Forest Officer..... acting for and on behalf of the Governor of Kerala have hereunto set their respective hands and seals the year and day first above written.

Divisional Forest Officer

....., Division

Licensee

Witnesses:

- 1.
- 2.

APPENDIX XX

Standard Agreement Form for Raising Plantations under
Taungya (Ponam Cultivation) System

AGREEMENT made this day of
19... between Sri of
(hereinafter called the "Licensee") of the one part and the Governor
of Kerala State (hereinafter called the "Government") of the other
part.

WHEREAS the licensee has bid in auction held on
at the right of cultivation of agricultural crops
specified in the conditions herein given in the land mentioned in the
schedule attached herewith for Rs. per acre amounting
to an aggregate sum of Rs. for the entire area of
acres for a period ending on and has under-
taken to plant the said land with plants supplied by the Forest Depart-
ment and to carry out all works according to the specification contained
in the conditions hereinafter appearing at his own cost;

AND WHEREAS such bid has been accepted by
in his proceedings No. dated

AND WHEREAS the licensee has deposited Rs.
under forest deposit as per chalan No. dated of
..... Treasury and pledged the same in favour of the
Government with the Divisional Forest Officer,
as security for the due performance by him of the terms and conditions
of this agreement.

NOW THESE PRESENTS WITNESS AND it is hereby agreed
as follows:

1. The licensee shall be supplied with a sketch of the license area signed by the Divisional Forest Officer.
2. The licensee or his men shall not enter the license area before obtaining the prescribed licence from the Divisional Forest Officer.
3. The licensee has paid Rs. towards one-third of the bid amount as per cash book item No. dated of the Divisional Forest Officer and shall pay the balance amount, viz. Rs. on or before
4. In the event of his failure to pay the aforesaid balance amount on the above due date, the licensee will be given an extension of time for payment for 30 days from the due date. For the belated remittance of this amount within this extension period, the licensee shall pay an interest at 12 per cent per annum. In calculating interest any period of and below 15 days will be treated as half-a-month and period above 15 days but below one month as one month. If the amount and the interest are not paid within this extended period,

the licence will be cancelled and all the money paid by him will be confiscated to Government and the right resold at the risk and loss of the licensee. In addition, all the crops, if any, raised in the area shall also be confiscated to Government. The licensee shall not be entitled to any compensation or gain by the resale of the right.

5. The licensee shall clearfell all growth in the area flush with the ground and uproot all grass in the entire area, before the end of February, 19... After the debris are dried properly, he shall burn the area carefully not allowing the fire to escape into the neighbouring forest. All unburnt debris shall be collected, heaped and re-burnt. This burning process shall be completed before the 15th of March 19....

6. When the area is properly burned the licensee shall start aligning and spading along the contours at an espacement of before the end of March 19....

7. The licensee shall also construct foot-paths in the area to a width of 4 feet along the alignment done by the department, before the end of March, 19... He shall build up and maintain contour bunds wherever required to prevent erosion of soil.

8. The licensee will not be permitted to raise any agricultural crop before completing the items of works specified in conditions 5 to 7 above.

9. The licensee shall at his own cost plant the entire area with plants supplied by the Forest Department. In the case of teak, stump planting shall be done at every stake during the pre-monsoon period, i.e., before the 15th of April 19... In the case of other species, the planting shall be done at the time as directed by the Divisional Forest Officer or the Range Officer,

10. The planting shall be done only under the supervision of departmental officers and as directed by them.

11. The casualties in plants should be replaced during the month of July 19... or at such time as required by the Range Officer,

12. The entire planted area should always be kept well weeded as directed by the said Range Officer. If the weeding are not done properly and at the required intervals, this work will be undertaken by the Department at the cost of the licensee.

13. The licensee is given the right of cultivating the land with paddy or other cereals or tapioca, provided tapioca is planted only on ridges taken along the contours between the lines of the forest species planted in the area.

14. The licensee shall be responsible for the proper tending and maintenance of the forest species planted in the area. Before the expiry of the license the licensee shall see that the area is fully stocked with the forest species planted there and he shall conduct a thorough mammaty work on them. The licensee shall not be entitled

to any crop that was raised by him in the area, but left unremoved by him on the last day of the licence. If the casualties of the plants at the end of the first year of the licence exceeds 10 per cent, the licence will be cancelled and the amount already paid forfeited to the Government and the crop, if any, raised confiscated to the Government and the right resold at the risk and loss of the licensee. No extension of time for the licence shall be ordinarily granted. But under peculiar circumstances beyond the control of the licensee the Divisional Forest Officer may grant extension of time for the license period for two months more from the date of expiry of the license period after recovering the proportionate rent for the period of extension granted.

15. The licensee is bound to protect the area against forest fires and also to prevent the fire spreading outside the area into the adjoining forests or plantations. He is also bound to render every help to the department in extinguishing fire, if it breaks out in the neighbourhood of the leasehold. He is also bound to abide by the Forest Act and Rules framed thereunder.

16. All orders issued by the Divisional Forest Officer and the Range Officer relating to regeneration and maintenance in the area shall be strictly carried out by the licensee. The licensee will also be held responsible for all acts done by himself and his employees, cultivators, etc., engaged by him inside the leased area. For this purpose, he should submit to the Range Officer, a list of his agents, employees and cultivators working in the area for approval.

17. The licensee or his authorised agent shall be present at the site when any work is carried out therein and shall personally supervise all works.

18. Soil working for raising the second crop, if any allowed, shall be done only after tracing out the tree species planted and replacing the missing stakes. Burning will not be permitted inside the area after the alignment and staking works are done.

19. All weeds and debris collected after the planting shall be laid in line along the contours in the open space between the forest species planted there, so as to prevent soil erosion. While doing weeding or soil-working, the roots of the forest species planted shall, on no account, be cut or otherwise disturbed. During the summer season, the licensee shall cut a fire-line around the area and keep it always free from any inflammable matter.

20. No sheds shall be constructed inside the area. If the licensee or his cultivators require any place for putting up sheds for their accommodation, the Range Officer shall allot sufficient space outside the area. The licensee and his men shall use only such approved sites for putting up sheds and collecting and storing the field crop raised by the licensee.

21. The boundaries of the area and the foot-paths in it shall be properly maintained throughout the license period by the licensee.

22. The licensee shall always keep the forest species plants free of weeds and agricultural crop. Under no circumstances the

forest species planted in the area be injured. Under departmental supervision, the licensee shall prune all double leaders in the forest plants raised there.

23. The forest plants raised in the area will be counted as soon as 1st field crop is harvested. If the percentage of failure in plants is found to be more than 5, the licensee shall be liable to pay much compensation as assessed by the Divisional Forest Officer.

24. If any of the above said cultural works in the area are not completed or left undone or done unsatisfactorily within the stipulated time, such of the works will be undertaken by the department at the risk and loss of the licensee. In such case, the licensee is liable to be cancelled and the crop, if any, raised and the security deposit made by the licensee shall be liable to be forfeited and confiscated to the Government. The licensee shall also be liable to pay a fine fixed by the Divisional Forest Officer for any irregularity or disobedience of orders.

25. All amounts due from the licensee including fines and other penalties imposed and which remain unpaid or unadjusted from the security deposit or other dues, shall be recoverable from the licensee and his properties movable and immovable as arrears of land revenue under the Revenue Recovery Act for the time being in force or in any other manner as the Government may deem fit.

26. If any dispute arises between the Divisional Forest Officer and the licensee, at any time, in connection with this agreement, the same shall be referred to the Conservator of Forests and his decision thereon shall be final and binding on the licensee.

27. In the event of breach of all or any of the conditions in this agreement, this contract is liable to be cancelled by the Divisional Forest Officer after giving due notice to the licensee and on such cancellation all rights which the licensee may have acquired under the licence shall cease and the licensee shall not be entitled to the crop raised by him in the leasehold or to any compensation for such crop or for any other work whatsoever done by him in the said land. He shall also be liable for all damages caused to and loss sustained by the Government and in addition the security deposit pledged by the licensee or part thereof will be liable to be forfeited to the Government.

28. The security or that portion of it as may be available after settlement of liabilities will be refunded within 4 months of the expiry of the license period.

29. On the expiry of the period of the licence all the rights of the licensee shall cease absolutely and the licensee or his workmen shall not be allowed to enter the license area. If the licensee or any of his men are found in the area he shall be liable to be rejected summarily and shall also be liable for prosecution.

30. If any amount becomes due to any workmen or mazdoor engaged by the lessee as per Workmen's Compensation Act or as per provisions of labour or other similar laws, such amounts shall be paid by the licensee. Failure to do so shall be construed as a breach of the terms and conditions of the agreement.

SCHEDULE

1. Name of Forest Division:
2. Name of Forest Range:
3. Working Circle/Felling Series:
4. Number of coupe:
5. Area covered by the licence:
6. Amount payable by the licensee:
7. Period of the licence:
8. Remarks:

IN WITNESS WHEREOF, the licensee Sri.....
 and the Divisional Forest Officer,.....acting for and
 on behalf of the Governor of Kerala State have hereunto set their
 respective hands and seals the year and day first above written.

Witnesses:

- 1.
- 2.

Licensee

Divisional Forest Officer,
Division

APPENDIX XX

**Agreement Form for the Collection of usufructs of trees
 standing in Government land**

AGREEMENT made this.....day of.....
 19.....between Sri.....of.....
(hereinafter called the licensee,
 which term, shall, unless the context otherwise indicates include
 besides the said Sri.....his heirs, executors, admini-
 strators, legal representatives and assigns) of the one part and the
 Governor of Kerala (hereinafter called the "GOVERNMENT") of
 the other part,

WHEREAS the licensee has bid in auction held at.....
 on.....the right of collection and removal of usufructs
 of the trees standing in the land, more particularly mentioned and
 described in the schedule hereto annexed offering to pay therefor
 Rs.....per year for a period specified in the above
 said schedule,

AND WHEREAS such bid offered by the licensee has been
 accepted by.....in his
 proceedings No.....date.....

AND WHEREAS the licensee has deposited Rs.....
under Forest Deposit (i.e., Rs.....as
 per Chalan No.....dated.....
 of.....Treasury and Rs.....deposited
 as earnest money and credited to Forest Deposit as per Chalan No.
dated.....of.....
 Treasury) and pledged the same in favour of the Government with the
 Divisional Forest Officer,.....as security for
 the due observance and performance by him of all the said terms and
 provisions hereinafter appearing.

NOW THESE PRESENTS WITNESS and it is hereby agreed
 as follows:—

1. The licensee and his men shall not enter the land before
 obtaining the prescribed licence from the.....
and this licence should be shown to all Forest Officers
 when demanded.
2. The licensee shall have the right of collection and removal
 of usufructs of trees standing in the land during the period of licence
 mentioned in the schedule appended hereto subject to the terms and
 conditions given here below :
3. The licensee shall not dispose of or sublet his licence right
 without the written permission of the.....
 who reserves to himself the right to refuse such permission without
 assigning any reason therefor. Any disposal or sub licence without such
 written permission shall be void and invalid and will entail the cancel-
 lation of this agreement and confiscation of the security deposit by

4. In case of any question arising with regard to or any
 objection being taken relating to the licensee's rights to collect, store or
 remove the produce collected in any part of the said land or to remove
 the produce collected along any route or through any part of the said
 land, the decision of the Conservator of Forests,.....
 shall be final and binding on the licensee.
5. The licensee shall be responsible for all the acts of him-
 self and those of his men employed by him for works in connection
 with this licence. For this purpose, he shall issue an identification chit
 to all his men authorised to enter the said land for the collection of the
 produce and other works to be done there.
6. The licensee or his men shall not cut, lop or otherwise
 injure any tree standing in the said land. He shall also not collect
 any unripe fruit from the trees without the express orders of the Range
 Officer.....
7. The licensee shall be responsible for any damage or loss
 caused to the trees, plants, buildings and other constructions in the
 said land.

8. The licensee shall not tap any coconut trees or other palms in the said land for the extractions of toddy. He shall also not cut any fronds from any of the palms or trees.

9. The Licensee having paid Rs. in instalments as noted hereunder. Second Instalment of Rs. on or before Third Instalment of Rs. on or before

10. If the licensee fails to pay up the dues as specified in condition 9 above, the licence shall remain suspended until the dues are paid. The may, however, at the licensee's request, grant an extension of time for the remittance of the arrear rent for one month from the due date, subject to recovery of penal interest at 12 per cent per annum. If the arrear dues are not paid within the period of extension granted, the licence shall be cancelled at the risk and loss of the licensee.

11. The licensee shall be bound to submit to the Range Officer concerned a monthly statement of the produce collected, before the 10th of every month.

12. In case of cancellation of the license right, license right will be re-auctioned and any loss resulting therefrom will be recovered from the licensee either by the forfeiture of all or part of the security amount deposited by the licensee or otherwise, but he shall not be entitled to any gain resulting from the resale of the right.

13. All sums found due from the licensee to the Government including penalties which remain unadjusted from the security deposit shall be recovered from him and his properties movable and immovable as arrears of land revenue under the provisions of the Revenue Recovery Act for the time being in force or in such other manner as the Government may deem fit.

14. In the event of breach of all or any of the conditions in this agreement, the licensee shall be liable for payment of such penalty that may be determined by the division and the licence is also liable to be cancelled at the risk and loss of the licensee.

15. Any dispute between the licensee and the arising from this contract, shall be referred to the Conservator of Forests, Circle, whose decision in the matter shall be final and binding on the licensee.

16. On the completion of this contract, the security deposited by the licensee after deducting therefrom all dues to Government including penalties, shall be refunded to him within two months from the date of expiry of the license period.

SCHEDULE

1. Name of Division:
2. Name of Range:
3. Name of the land:
4. Period of the licence:
5. List of trees entrusted to the licensee for the collection of the usufructs:

IN WITNESS WHEREOF the licensee for himself, his heirs, executors, administrators, legal representatives and assigns and the acting for and on behalf of the Governor, Kerala, have hereunto set their respective hands and seals the day and year first above written.

Licensee.

Witnesses:

- 1.
- 2.

APPENDIX XX

Article 184

KERALA FOREST DEPARTMENT

Form of petty contract (under Rs. 500)

AGREEMENT entered by Sri of village (hereinafter called the 'contractor') in favour of the Governor of Kerala (hereinafter called 'the Government') for work to be executed on the

1. The contractor agrees to execute the work specified in the schedule hereto attached at the rate and within the periods mentioned therein.

2. The contractor has deposited in the Treasury as per Chitnan No. dated a sum of Rs. as security for the due performance of the contract.

3. The work will be measured up and paid for at least once a month. Fractions less than half a rupee in the total of the Bill be disregarded and half a rupee and over but below one rupee will be taken as a whole rupee. A percentage of value of work, as fixed by the officer passing the Bill for payment, will be withheld from the Bill as security for the fulfilment of the agreement.

4. This agreement may be cancelled at any time by the Officer in-charge of the work, the Divisional Forest Officer, or the contractor. If cancelled by the Officers of the Forest Department without any fault on the part of the contractor, materials collected by the latter for the work will be taken over at a reasonable price, if of good quality and not in excess of requirements.

5. Should any dispute arise, the matter shall be referred to the Conservator of Forests, whose decision thereon shall be final and binding on the contractor.

6. In case the contractor fails to execute the work within the specified period and in the manner prescribed, the work may be got done departmentally or otherwise and the contractor shall be liable to forfeit his security and he shall also be liable for all loss caused to the Government hereby.

SCHEDULE

Description and particulars of work	Rats		Probable amount	Period for completion of the work
	Rs.	P.		
1	2	3	4	5

IN WITNESS WHEREOF, the Contractor Sri..... and the Divisional Forest Officer,..... for and on behalf of the Governor of Kerala have hereunto set their hands, seals the day and year first above written.

Signed by.....

In the presence of witnesses:

- 1.
- 2.

Signed by Divisional Forest Officer.

In the presence of witnesses:

- 1.
- 2.

APPENDIX XXI

Article 15

GOVERNMENT OF KERALA

Circular

No. Fin. ED. 1. 25502/58.

Finance Department,
Trivandrum, 20th June 1958.

Sub:—Temporary posts continuance of—Register—Maintaining of.

While dealing with the files relating to the continuance of posts, several instances have been noticed in which temporary posts have been continued for more than a year or two without proper sanction. The lack of sanction for continuance has not, however, led to the abolition of temporary posts. The posts have been continued and the pay of the incumbents drawn without a valid subsisting sanction. In order to avoid such irregularities in future Government consider that the maintenance of a 'Register of Temporary Appointments' will readily enable the Officers to find out whether sanction exists for the several posts and when the sanction in each case is due to expire. Accordingly Government direct that every Drawing Officer should maintain a register of temporary establishments in the following form:

Register of temporary establishments of the Department
Office of for the period beginning
from March 197.... to February 197....

Sl. No.	Details of temporary posts with scales of pay	No. and date of the orders creating the posts or sanctioning their continuance	Purpose for which the posts are sanctioned
1	2	3	4

Date from which the posts or their continuance are sanctioned	Date of expiry of sanction	Initials of Head of Department or other Drawing Officers	Remarks
5	6	7	8

2. Further Government also order that each Head of the Department or Drawing Officer should, along with each monthly pay bill of temporary establishment, furnish a certificate in the following form:

"Certified that I have referred to the register of temporary establishments of which I am the Drawing Officer and that I have satisfied myself that there is valid sanction of competent authority for all the temporary posts for which pay is claimed in this bill".

3. The Superintendent of Government Presses will print the necessary registers in the above form immediately and supply the same to the Heads of Departments and Offices on indents forwarded by them. Till the printed registers are ready the Drawing Officers will maintain manuscript registers and furnish certificates in the Establishment bills. The necessary certificates should be attached to the pay bills for the month of July 1958 and thereafter.

(By order of the Governor)

K. V. THOMAS,

Assistant Secretary to Government.

APPENDIX XXII

Article 15

GOVERNMENT OF KERALA

Circular

No. Fin. ED. 42635/58.

Finance Department,
Trivandrum 7th August 1968.

Sub.—Permanent and Temporary Establishment—Register maintaining of.

Enquiry into the complaints made by some Service Associations and Non-Gazetted Officers regarding delay in the disbursement of pay of temporary employees, has revealed that it was caused by the delay on the part of the Heads of Departments in taking timely action to move Government for according the necessary sanction for the continuance of the concerned temporary establishment. Certain Heads of Departments plead that the Heads of Offices working under them did not submit reports for the continuance of the posts sufficiently early so as to enable them to take timely action in the circumstances. In the circumstances Government are constrained to request the Heads of Departments nor the Heads of Offices to maintain a correct record of the establishments under them in order to enable them to take timely action in the circumstances.

It is therefore felt necessary to insist on all Heads of Offices/Departments to maintain up-to-date lists of the establishments both temporary and permanent in suitable registers. In Circular No. Fin. ED-1-25562/58 dated 20th June 1958 all Drawing Officers have already been directed to maintain a register of temporary establishments in the form prescribed therein. In order to have a complete idea of the permanent establishment under their control also Heads of Departments/Offices are hereby requested to maintain a register of permanent establishment in Department/Office in the form attached.

(By order of the Governor)

(Sd.)

Assistant Secretary.

Register of permanent establishment of the Department/
Office of.....

Sl. No.	Details of permanent posts			No. and date of the Government orders creating the posts
	Designation of post	No. of post	Scale of pay*	
1	2	3	4	5

Purpose for which the posts are created	Initials of Heads of Department or other Drawing Officers	Remarks
6	7	8

* Increment dates should be

APPENDIX XXIII

Report of
 Inspection of the Divisional Forest Office
 by the Chief Conservator of Forests
 on 19

Date of previous inspection.

Officers in charge since date of last inspection.

1. Register of Reserved Forests.

- (a) How many reserved forests are there in the division. Is there a register maintained and does it contain copy of the notifications under section 18 of the Forest Act showing description of rights, etc., in respect of each of the reserved forests?
- (b) Have correct or revised boundary description been published for each of these reserves. If not what steps have been taken to publish the same for these for which such descriptions are necessary?

2. Reserve Books

- (a) Are separate reserve books available for all the reserves and have they been posted up with information under several headings referred to in Article 60 of the Forest Code. Have copies of these been submitted annually?
- (b) What are the reserves for which working plans were sanctioned since last inspection and have the reserve books for these been closed?
- (c) Are there any private forests in the division and if so furnish particulars. Are reserve books available for these?

3. Maps of State and other Forests.

- (a) Are there separate maps for the division, ranges, reserves, working circles and plantations in the division. Is there a register of such maps?
- (b) What is the result of examination of the maps?

4. Forest and Plantation Journals.

- (a) Is the Divisional Forest Journal maintained correctly posting up full details?
- (b) Have the defects if any pointed out in the last inspection been rectified?
- (c) Is a plantation journal showing the area of the plantations, details of expenditure for each of the plantations maintained?

5. Working Plans.

- (a) What is the total area of the reserve forest in the division and for what extent sanctioned plans are available. What is the area for which working plans are not necessary?
- (b) Has any operation been carried out without a working plan and if so on what principles?
- (c) Have the control books and registers prescribed in the working plans been maintained properly and have the copies of entries been sent annually to the Chief Conservator of Forests?
- (d) What is the result of checking the entries for the year with connected records?

6. Register of Receipts of Timber.

- (a) Is a division stock register maintained and does it show receipts and disposals correctly?
- (b) Are fortnightly stock copies received from subordinates and checked properly. Are disposals correctly noted in the copies by the Divisional Forest Office?
- (c) Are half yearly list of undelivered logs received and checked. What is the result of checking the lists with the balance as per the stock copies?
- (d) What are the dates of last stock-taking in the several ranges and depots?

7. Timber Accounts Form Nos. 5, 7, 8, 9 and 12.

- (a) Are the timber returns received from the subordinates promptly and checked in the Divisional Forest Office. Are they prepared strictly in conformity with code provisions?

- (b) Have the Divisional returns been consolidated and sent to the Conservator of Forests, Chief Conservator of Forests promptly?
- (c) Have the Divisional returns tally with subordinate returns and if not why?
- (d) What is the total amount of outstandings due realisation on the date of inspection and what action has been taken to clear this?
- (e) In the case of auction sales, is confirmation of competent authority available. Are balance value of timber recovered and removals effected promptly?
- (f) What is the general state of timber accounts? Are there arrears in timber accounts and what action has been taken to clear this?
8. Kolevila Statement and Contractor's Ledger.
- (a) Are these returns kept up-to-date duly checked. Have the returns due to Conservator of Forests, Chief Conservator of Forests been sent up on due dates and if not why?
- (b) How many old ledger accounts remain to be closed. What action has been taken to clear these?
9. Receipts and Bill Books.
- (a) Have receipts been granted when they are due. Have manuscript receipts been issued and if so what is the explanation?
- (b) Have invoices been prepared and sent for supplies made to other departments promptly? Is there a register for the invoices and is any delay noticed in despatch of invoices or for return of invoices after countersignature?
10. Register of Leases.
- (a) Is there a register of leases in the division? Does it contain particulars of all properties, cardamom gardens, food production areas, etc., that have to be leased out annually or periodically?
- (b) Have the amounts been realised in each case as per sanctioned rates on due dates and recoveries of interest made on belated payments?

- (c) Is a landed property register showing the Thanattuchitta lands in the possession of the Department with details such as extent, Sy. No., date of possession, particulars of buildings, No. and species of yielding and non-yielding trees, etc., in respect of each land is maintained and posted annually?
11. Register of Stores, Tools and Plant.
- (a) Are registers in Form No. maintained correctly. Are acknowledgments properly filed in support of the issues made to subordinate offices?
- (b) Are returns of S.T.P. promptly received from subordinate offices and have monthly and half yearly statements been submitted to the Conservator of Forests/Chief Conservator of Forests?
- (c) Has action been taken for the write off of unserviceable articles and to deduct depreciation in value?
- (d) Is a list of buildings Range-wise noted in the register furnishing the value of several articles and buildings?
- (e) When was the stock examined by the Divisional Forest Officer and what is the general condition of the stores in the division?
12. Livestock.
- (a) What are the livestock in the division at the time of inspection and have the registers relating to the livestock been maintained correctly?
- (b) Are there elephant capturing operations in the division and how far are they successful?
- (c) Is a register of revenue and expenditure maintained properly in respect of the livestock?
13. Cash Accounts.
- (a) Are the Division cash book and adjustment register maintained properly? What is the result of checking one month's entries with connected accounts?
- (b) Is the Register of establishment charges properly maintained and extracts forwarded to the Accountant-General along with the monthly accounts.

- (c) Is the disburser's ledger properly maintained. Are advances found excessive when compared with their requirements and what explanation is given for such excess advances ?
- (d) Have all items of revenue realised by the Divisional Forest Officer and his subordinates been remitted into the treasury promptly ?
- (e) Are deductions on account of L.I.C. properly accounted for and regularly paid to the L.I.C. supported by schedules ?
- (f) Is the contingent register maintained and properly posted up ? Is there allotment for each item of expenditure. What is the result of checking one month's entries ?
- (g) What is the cash balance on the date of inspection and how does it agree with concerned registers ?
- (h) Have the statements of remittances into the treasuries been get verified by the Treasury Officers promptly and have the schedule of settlement with treasuries been sent up promptly to the Accountant-General.
- (i) Have the revenue and expenditure statements been submitted to the Conservator of Forests/Chief Conservator of Forests on due dates and have observations made thereon been promptly attended to ?
- (j) Whether salestax collections are properly accounted for and schedules rendered to the salestax authorities.
- (k) Is there a register of cheque books and of cheques drawn and is it properly posted. Are cheques drawn and issued entered in the cash book then and there and are current cheque books posted up-to-date ?
- (l) Have monthly accounts with connected enclosures been sent to the Chief Conservators of Forests and Accountant-General on due dates ?
14. Custody of cash.
What measures are taken for the safe custody of cash and other valuable documents ?
15. Registers of sanctioned works.
- (a) Are work registers and estimate registers maintained and put up properly.

- (b) Have all incomplete works of previous years been correctly brought forward and has renewal of sanction obtained for them ?
- (c) Do the entries in the expenditure cash book correctly tally with those in the work register.
- (d) Are progress reports of work regularly sent and does the expenditure shown in the statement tally with that shown in the register. Has expenditure for any work exceeded the sanction and if so what is the explanation of the Divisional Forest Officers.
- (e) Is a register available to show at a glance the funds available at any time under each sub head as per appropriations and reappropriations sanctioned till date with progressive expenditure incurred under each sub head noted against the sanctioned funds ?
- (f) Are works generally executed by contract agency by tender or auction. Is proper sanction forthcoming for deviation from this rule.
- (g) Are measurement books maintained correctly and checked before expenditure is admitted. Are receipts and issues of measurement books recorded in a register with proper acknowledgment in support ?
- (h) Is an agreement register maintained properly and how many time expired contracts are pending settlement of liabilities ?
- (i) Are the accounts of completed works closed promptly and completion reports recorded.
16. Establishment.
- (a) Are acquittance rolls maintained in proper form for all payments. Have any delays been observed in the disbursement of pay and T.A. to subordinates ?
- (b) Is there any subordinate working in any station different from the one to which he is posted and is required sanction available for this ?
- (c) Is a register of liabilities and court attachments maintained and posted up-to-date under initials of the Divisional Forest Officer ?
- (d) Are service books maintained and posted up-to-date for all subordinates ?

17. Refunds.

- (a) Is there a register of applications and how many applications for kudivila are pending at the time of inspection. From what periods have these been pending. What steps have been taken to dispose of the claims properly?
- (b) Is there a register of refunds and are all cases of refunds noted therein. Is required sanction available wherever necessary?

18. Forest offences.

- (a) Is a register of forest offences maintained and posted up promptly. Does it show disposals Range-wise?
- (b) How many cases are pending at the time of inspection and what is the reason for the pendency?
- (c) Is the thundy register maintained properly and are there instances of delay in the disposal of thundy articles?

19. Objection statements from the Comptroller.

- (a) Are the objections from the Comptroller attended to properly?
- (b) How many objections and audit notes are pending reply at the time of inspection. What is the explanation of the officer for the above pendency?

20. Miscellaneous Registers.

Are the following registers properly maintained?

- (1) Stamp register.
- (2) Register of countersigned chalang.
- (3) Register of deposits (earnest money).
- (4) Register of deposits (Revenue deposits).
- (5) Register of liabilities.
- (6) Register of stationery.

21. Correspondence.

- (a) Has an account of distribution of work showing the personnel in charge been kept?

- (b) Is any change in the set up of distribution called for?
- (c) Has a consolidated list of periodicals to be handled been maintained showing the due date?
- (d) Is an office order book kept?
- (e) Are the following registers maintained and properly posted up?
- (1) Personal register
 - (2) New case register
 - (3) Fair copy register
 - (4) Periodical register
 - (5) Call book
 - (6) Attendance register
 - (7) Service order book
 - (8) Casual leave register
 - (9) Distribution register
 - (10) Punishment register
 - (11) Local delivery book
 - (12) Running notes of inspection
- (f) Have the personal and other registers been periodically inspected and observations thereof promptly attended to?
- (g) Have the closed files been indexed whenever necessary and index slips preserved in order both in sections and records?
- (h) Have stock files been maintained?
- (i) Are records arranged and kept systematically and old records destroyed as per rules?
- (j) Are there precautionary measures for fire protection?
22. Are there Divisional Forest Office buildings premises kept clean and tidy?
23. Are all the accounts and registers prescribed by the code maintained in the Divisional Office?
24. Have instructions given in the previous report of inspection been properly carried out?
25. What is the general result of inspection?

Station:

Date:

Chief Conservator of Forests.

APPENDIX XXIV

(Paragraph 8.5.2., K.F.D.C., Volume II)

(Reproduced from Travancore-Cochin Forest Code)

(APPENDIX XXXI)

Article 220

Rules regulating the removal of royal trees from private lands by Government Agency and the payment of kudivila thereon

1. Under section 31 of the Forest Act II of 1068 which came into effect from 1st Chingam 1069, the owner of a private land may be declared entitled to a payment at rates fixed by Government from time to time when any royal tree is removed from such land on account of Government. The amount thus paid to the land owner on account of royal trees removed from his land is generally known as kudivila. The Forest Department is to make payment of the kudivila to the rightful claimant on the strength of the certificates issued by the Tahsildars and of other evidence adduced by the land owners in support of their right. The Land Revenue Department is to co-operate with the Forest Department in the matter of correctly locating the survey number from which royal trees are removed and also by furnishing information regarding the ownership etc. of such land at the time of felling the royal trees.

2. Kudivila payment is treated as refund of revenue.

3. The rates at which kudivila payments are to be made are as follows:—

(i) For royal trees removed from private lands registered prior to 1068 and sold before 1st Chingam 1088 at one-fourth of the net sale proceeds of the timber.

(ii) For royal trees felled before 20th Mithunam 1108 and sold on or after 1st Meenam 1088 at half the net sale proceeds of the timber.

(iii) For royal trees felled on or after 20th Mithunam 1108 and delivered at the sale depot at the following fixed rates.

Blackwood	I Class	8 annas per cft.
Do.	II Class	4 do.
Do.	III Class	2 do.
Teakwood	I Class	6 do.
Do.	II Class	4 do.
Do.	III Class	2 do.

(iv) For Sandal and ebony species felled on or after 20th Mithunam 1108 at half the net sale proceeds of such timber.

4. In connection with the settlement and payment of kudivila the following registers are to be maintained in each Divisional Forest Office:—

- (1) Detailed register of kudivila.
- (2) Register of verified remittances of forest receipts.
- (3) Kudivila ledger
- (4) Register of kudivila claims.
- (5) Register of kudivila bills issued.
- (6) Register of payment of kudivila and other refund.

The procedure to be followed in the matter of felling and removal of royal trees from private lands and for the investigation and settlement of kudivila claims is to be governed by the rules framed under the Forest Act from time to time.

5. The following procedure is prescribed for being followed in the matter of removal of royal trees from private lands by Government Agency and for the payment of kudivila thereon:—

(i) The trees should be marked for felling as per the rules in force. But care should be taken that the correct survey numbers and the name of compound is given in the marking register maintained in Forest Code Form No. 2.

(ii) After the trees in a particular compound are felled, but before they are removed from the stump site, a joint mahazar should be prepared in Form A appended to these rules by an Officer of the Forest Department, not below the rank of a Forester in conjunction with the local proverthicar. This mahazar should be prepared as far as possible in the presence of the owner of the land who should also attest the same.

(iii) As soon as the logs arrive at the Depot, the Depot Officer should note against the Range numbers of the logs in his copy of receipt, their corresponding depot numbers and carefully file the same and as the logs are measured and taken to stock, shall prepare and submit to the Divisional Forest Officer a monthly kudivila bill in Form C, appended to these rules for all logs taken to stock during that month which should be carefully checked and filed in the Divisional Forest Office.

(iv) A kudivila ledger in Form D appended to these rules should be maintained in the Divisional Forest Office and posted up regularly as kudivila bills are received.

(v) As soon as a contract is given after enumeration of trees etc., for working down royal trees from private lands in any locality a notice should be published in the Government Gazette announcing the same and informing the public that receipts for logs removed from each registry will be given by the Range Officer concerned before the logs are removed from their properties.

(vi) When the duplicate receipts for all the logs registered for transport to the depot are received in the Divisional Forest Office, the Divisional Forest Officer should publish a notice in the Gazette calling for rival claimants if any, to prefer their claims within a reasonable fixed time, say two months.

(vii) After the period fixed in the above notice is over, the Divisional Forest Officer should make the necessary enquiry into the validity of any claim preferred, record his decision and note the same in the detailed kudivila register maintained in his Office, after which only kudivila due, if any, would become payable.

APPENDIX XXV

(Paragraph 3.3.10, Volume I)

Rules regarding inspection duties

C.C.F's Circular No. 9/62

Large number of instances of illicit felling and removal of valuable timber etc., are being reported and such instances are on the increase now-a-days. This is due to lack of vigilance on the part of the protective staff and indicates the lack of interest taken by officers in charge for efficient protection of the forest. It is to be inferred that the protective staff do not spend much of their time in the Reserve Forest and no detailed inspections are carried out by the Range Officers and the Divisional Forest Officers. There are rules in existence regarding reserve inspection and protection of forest property and circular orders have also been issued in the past in this regard. But it is painful to note that instructions given in the past are more honoured in their breach than in their observance.

2. It is reprehensible to allow illicit felling or encroachments to take place and then to complain about the difficulty in protecting the forests. The protective staff should be made to do their duty as is expected to them and Range Officers should perambulate all the reserves in their charge periodically and carefully. This is not being done properly at present and it is probably due to want of insistence on the part of Divisional Forest Officers.

3. The reserves form the most important item of property in charge of the Range Officers and the Officers in charge must satisfy themselves by periodical inspections on the nature and condition of their property. If reserve inspections are carried out properly and periodically such untoward instances as illicit felling, encroachments etc., can be checked considerably and slackness on the part of the protective staff can be detected in time.

4. It is therefore ordered that the Divisional Forest Officers, while submitting the half-yearly return of the forest reserves in their charge, should specifically indicate the number of reserves they have inspected during the half-year. The Divisional Forest Officers are also hereby directed to obtain half-yearly return from the Range Officers of the full list of reserves in their charge and a certificate to the effect that they have inspected all the reserves in their charge during the half-year. The details of reserve inspection with date will be shown in the Range Forest Journal and Divisional Forest Journal. The Range Forest Journal will be subject to inspection by the Divisional Forest Officer, the Conservator of Forests and the Chief Conservator of Forests and the Divisional Forest Journal by the Conservator of Forests and the Chief Conservator of Forests. The inspecting officers should place any observations on record.

5. In order to ensure that the reserve inspection is carried out properly and timely, the following procedure is insisted.

All the beat guards should be given a sketch of the beat on a sufficiently large scale (say 8"=1 mile) in which the reserve boundary, beat boundary, etc., will be marked. Similarly the Section Officers should have a consolidated sketch showing the different beats in their Section. Any instance of encroachment, illicit felling, etc., should be promptly reported and the Range Officer should take special care to ascertain the condition in each beat, section and reserve by calling for reports from the concerned, if felt necessary. Any guard or forester who does not submit timely reports should be severely punished. The Range Officers will inspect in detail, reserves, or a reserve or portion of a reserve (depending on the number of reserves in his Range) keeping a regular time schedule so that all the reserves in his Range are completely and thoroughly gone over. Within 15 days after the end of each half-year, the Range Officer will submit a Reserve Inspection Report with a certificate to the effect that he has actually inspected all the reserves in his Range during the half-year. Any Range Officer who does not submit this report within the fixed time will be severely dealt with. The Range Officer should devote at least a week in a month for reserve inspection, intensively and thoroughly and the entire reserves should be covered by rotation. The Divisional Forest Officers should call for the programme of reserve inspection and accord their approval with any modifications or suggestions deemed necessary, sufficiently in advance.

A copy of the Reserve Inspection Report with certificate should be sent direct to the Chief Conservator of Forests and its regular submission will be watched in this office. A sample pro forma for submitting the Reserve Inspection Report is enclosed.

6. For the purpose of submitting the report, April to September will be considered as the 1st half-year and October to March as the 2nd half-year and report should be submitted before October 15th and April 15th respectively.

7. The Divisional Forest Officers while writing the confidentials of the Range Officers and other subordinates will make a particular note about the promptness with which the Reserve Inspection Reports are submitted and also about the standard of protection work in their charge. It is also directed that while recommending the increment of the Range Officer (or other subordinates) the Officer recommending should mention whether the Reserve Inspection Report and Certificate have been submitted up-to-date. Increment will not be passed for those who have not submitted the Inspection Report.

8. The above instructions are to be observed strictly and forthwith. The Divisional Forest Officers are requested to give stringent instructions on this, to other subordinates.

Receipt of this Circular should be acknowledged.

(Sd.)

Chief Conservator of Forests.

PRO FORMA

1	Name of Reserves extent—Whether surveyed or not	
2	Date/dates of inspection	
3	Condition of boundary	
4	Condition of reserve (encroachments, illicit fellings, etc., if any and details of it to be given here) and cases booked	
5	Particulars of plantation in the reserve and its condition	
6	Particulars of natural forests in the reserve and condition of regeneration or other particulars of interest	
7	Occurrence of fire during the half-year and its extent, assessed loss, etc., (susceptibility of fire also to be noted)	
8	Condition of Wild Life and any details of importance	
9	Availability of labour	
10	No. of buildings and their condition	
11	Suggestions if any for improving protection of forests and growing stock	

APPENDIX XXVI
(Paragraph 10.4.2., K.F.D.C., Volume II)
GOVERNMENT OF KERALA

Abstract

Forest Department—Full-time work Establishment Employees—
Absorption into regular Establishment—Orders issued

AGRICULTURE (FOREST EST.) DEPARTMENT

G.O. (Ms.) 336/68/Agri. Dated, Trivandrum, 4th July 1968.

- Read:*—1. G.O. (P) 106/68/Fin., dated 19th March 1968.
2. G.O. (P) 112/68/Fin., dated 23rd March 1968.
3. G.O. (P) 127/68/Fin., dated 8th April 1968.

ORDER

In the G.O. read as first paper above as amended by the G.Os. read as second and third papers above, it has been ordered *inter alia*, in consultation with the Public Service Commission that the full-time work establishment employees of Government Departments, who have been continuously in service from a date prior to 1st April 1965 will also be absorbed into regular pensionable establishment and that orders extending the benefits granted to the full-time contingent employees as per that G.O., to the work establishment employees will be issued by the concerned Departments. Accordingly the following orders are issued in respect of the full-time work establishment employees of the Forest Department.

(i) All the full-time work establishment employees in the Forest Department who have been continuously in service from dates prior to 1st April 1965 will be absorbed into regular pensionable establishment creating additional posts on corresponding scales of pay. The creation of these posts will be by conversion of the existing full-time work establishment posts in the Department into regular establishment.

(ii) In future, no full-time posts borne on work establishment will be created in the Department.

(iii) With the conversion of full-time work establishment posts into posts borne on the regular establishment, all future appointments to these posts will be brought within the purview of the Public Service Commission. Details regarding the mode of appointment, qualifications, etc., will be examined and finalised separately in consultation with the Public Service Commission. The Chief Conservator of Forests will submit necessary proposals in this regard.

(iv) The present incumbents of the full-time work establishment posts which have been converted into regular establishment, will have the right to exercise option to be governed by the rules, which have been applicable to work establishment employees hitherto, if they so desire. The option should be exercised within a period of 3 months. Those who do not exercise the option within this time limit will be governed by the rules, etc., applicable to Government employees belonging to regular pensionable establishment.

(v) The work establishment employees thus absorbed into regular pensionable establishment will be brought under the General Provident Fund Rules instead of the present Contributory Provident Fund of the full-time work establishment employees. Government's share of the contribution to the Contributory Provident Fund Accounts of the full-time work establishment employees who have been so absorbed into regular pensionable establishment will be credited back to Government accounts and the contribution of the individual employees will be credited to the General Provident Fund accounts to be opened in their names from the date of their absorption into the regular pensionable establishment.

(vi) Consequent on the conversion of full-time work establishment posts into regular establishment, the pay and allowances of all the incumbents of these posts will be drawn on establishment pay bills as in the case of other employees borne on regular pensionable establishment. The Chief Conservator of Forests will provide necessary funds for this purpose under appropriate heads of accounts in the budget of the Department. Hereafter no provision for meeting their pay and allowances etc., will be included in the estimates for works.

(vii) The above orders will take effect from 1st April 1968.

2. Orders regarding strength of these staff in each Circle or Division will issue separately. The Chief Conservator of Forests will submit necessary proposals in this regard.

3. Part-time or seasonal work establishment employees will continue as such until further orders.

(By order of the Governor)

K. K. RAMANKUTTY,

Agricultural Production Commissioner.

APPENDIX XXVII

(Paragraph 4.1.5., K.F.D.C., Volume I)
GOVERNMENT OF KERALA

Abstract

Public Service—Full-time Contingent Employees—Absorption
into Regular Establishment—Orders issued.

FINANCE DEPARTMENT

G. O. (P) 106/68/Fin. Dated, Trivandrum, 19th March 1968.

- Read:*—1. G. P. Order No. Fin. (ED) 1/2441/55, dated 2nd September 1957.
2. G. O. (P) 299/58/Fin., dated, 30th September 1958.
Letter No. All (4)-7028/68, dated 8th March 1968 from the Kerala Public Service Commission.

ORDER

In the G. O. read as first paper orders were issued for the absorption of all full-time contingent employees into regular establishment.

Subsequently most of the categories of the posts thus absorbed into the regular establishment have been restored to contingencies according to the G. O. cited second. The Service Associations have been agitating for the conversion of posts borne on full-time contingent and work-charged establishments into the regular establishment so that the employees under these categories may become entitled to all kinds of service benefits admissible to regular Government employees.

2. The Government after considering the question in all its aspects have decided that the full-time contingent employees of Government Departments and Aided Schools and work establishment employees, who have been continuously in service since 1st April 1965, be absorbed into regular pensionable establishment. Accordingly Government are pleased to issue the following orders in consultation with the Kerala Public Service Commission in respect of the full-time contingent employees of Government Departments:—

(i) All the full-time contingent employees of Government Departments who have been continuously in service since 1st April 1965 will be absorbed into the regular pensionable establishment creating additional posts on corresponding scales of pay. The creation of these posts will be by conversion of the existing full-time contingent posts of Government Departments into regular establishment.

(ii) In future, no full-time posts borne on contingencies will be created.

(iii) With the conversion of full-time contingent posts into posts borne on the regular establishment, all future appointments to these posts will be brought within the purview of the Public Service Commission. The Administrative Departments will take steps to finalise the details regarding the mode of appointment and qualifications in consultation with the Public (Services) Department and the Public Service Commission.

(iv) The present incumbents of the full-time contingent posts will have the right of option to continue as full-time contingent employees, if they so desire. The option should be exercised within a period of three months.

(v) The employees absorbed into regular establishment will be brought under the General Provident Fund Rules instead of the present Contributory Provident Fund of the full-time contingent employees. Government's share of the contribution to the Contributory Provident Fund accounts of the full-time contingent employees who have been so absorbed will be credited back to Government accounts and the contribution of the individual employees will be credited to the General Provident Fund accounts to be opened in their names after their absorption.

3. The above orders will take effect from 1st April 1968.

4. Orders extending the above benefits to full-time contingent employees of Aided Schools and work establishment employees will be

issued separately by the Education, Public Works, Health and Labour and Agriculture and Development Departments.

(By order of the Governor)

N. CHANDRABHANU,

Special Secretary (Finance).

APPENDIX XXVII—(cont.)

(Paragraph 4.1.5., K.F.D.G., Volume I)

GOVERNMENT OF KERALA

Abstract

Public Service—Absorption of full-time Contingent Employees into Regular Establishment—Orders issued—Amendment—Regarding.

FINANCE DEPARTMENT

G. O. (P) 127/68/Fin.

Dated, Trivandrum, 8th April, 1968.

Read.—1. G. O. (P) 106/68/Fin., dated 19th March 1968.

2. G. O. (P) 112/68/Fin., dated 23rd March 1968.

ORDER

In the G. O. read first, as amended by the G. O. read as second paper, it was provided that all full-time contingent employees of Government, who have been continuously in service up to 1st April 1965 will be absorbed in regular establishment. Government feel that there is room for ambiguity about the scope of their order as their intention is to absorb in regular establishment all full-time contingent employees who have been continuously in service from a date prior to 1st April 1965. Hence in supersession of the G. O. read as second paper, Government are pleased to clarify that all full-time contingent employees, who have been continuously in service from a date prior to 1st April 1965, will be absorbed in regular establishment. Accordingly the word "since" occurring in para 2 and sub para 2 (1) of the G. O. 1st cited shall be substituted by the words "from a date prior to".

(By order of the Governor)

N. CHANDRABHANU,

Special Secretary (Finance).

APPENDIX XXVIII

(Paragraph 12.4.1., K.F.D.C., Volume II)

Procedure to be followed in respect of supplies to
Government of India etc., through the Director-
General of Supplies and Disposals

*I. Despatch notes (Form A).—*Three copies of despatch notes for each consignment must be prepared and submitted to the Forest Utilisation Officer. The details of logs despatched should be shown either in the despatch note or in a detailed list attached to each despatch note. The number and volume of logs under each specification must be shown separately in the despatch note. The totals and grand totals must be worked out and shown in the despatch note. Two copies of the despatch note with the list of logs should be sent to the Divisional Forest Officer concerned direct by the Depot Officer and one copy should be sent to the consignee with Railway Receipt by registered post acknowledgement due. Out of the two copies of despatch note sent to the Division, one copy will have to be sent to the consignee from the Division along with the issue vouchers and Inspection Note (which will be prepared by the Forest Utilisation Officer and sent to them).

Of the three copies of Despatch Note sent to the Forest Utilisation Officer, one copy will be sent to the Chief Conservator of Forests and another copy will be sent to the Director-General of Supplies and Disposals with the countersignature of the Forest Utilisation Officer. Despatch notes should be prepared Division-wise and sent to all concerned soon after despatch of each consignment of logs. Thus there should be altogether 7 copies of each despatch note of which one will be the Depot Officer's Office copy, two to be sent to the Divisional Forest Officer, concerned direct by the Depot Officer, one to be sent to the Consignee direct by the Depot Officer and three copies to be sent to the Forest Utilisation Officer.

*II. Issue vouchers (Form 13).—*Eight copies of issue vouchers for each consignment must be prepared by the Depot Officer concerned based on the despatch note. The issue voucher copies should be serially numbered and the number should be prominently written on the top left front column. The serial number for 8 copies will be one and the same and the copy numbers must be numbered as 1, 2, 3, 4, 5, 6, 7 and 8. All columns in the issue voucher must be filled up by the Depot Officer. The space provided in the issue voucher under receipt certificate to be furnished by the consignee must be left blank. A detailed list of logs should be attached to each issue voucher if the space provided is not sufficient. In the detailed list of logs, the following should be noted (1) Serial number of logs, Depot Number, Measurements, C.C. in cum. and in M. tons. For all the eight copies of issue voucher copies, list of logs should be attached or noted in the space provided on the front page of the issue voucher. Copy No. 7 of the issue voucher should be sent by the Depot Officer to the Forest

Utilisation Officer direct and copies 1 to 6 and 8 sent to the Divisional Forest Officer concerned. He may also retain an office copy for his reference.

On receipt of the issue voucher copies of the Divisional Forest Officers concerned, the copy numbers 1 to 5 and 8 will have to be sent to the consignee direct from the Division and the consignee may be requested to return copy numbers 1, 2, 3 and 5 of the issue voucher after furnishing receipt certificate and copy No. 6 must be retained there as office copy. Issue vouchers should also be prepared Division-wise and sent to the Divisions concerned.

*Inspection notes.—*On receipt of the Despatch Notes and issue vouchers from the Depot Officer, the Forest Utilisation Officer will prepare ten copies of Inspection Notes based on the issue vouchers and despatch notes for each set. Forest Utilisation Officer will retain copy No. 7 as inspecting Officer's copy and sent the rest to the Divisional Forest Officers concerned. Of these copy numbers 1 to 5 and 8 will have to be sent to the consignee direct from the Division along with the issue voucher copies with request to return copy Nos. 1, 2, 3 and 5 duly receipted. In the copy numbers 1 and 2 of inspection note and issue vouchers, it must be marked as 'Accounts Office Copy No. I and II' and it must also be attested by the Divisional Forest Officer concerned. The copy No. 6 may be retained in the Division Office as office copy as in the case of issue voucher. The copy No. 9 is to be sent to the Indentor and copy No. 10 to the Director of Progress or Director-General of Supplies and Disposals, New Delhi. On receipt of accepted copies No. 1, 2, 3 and 5 of inspection notes and issue vouchers, the copy No. 3 of both inspection note and issue voucher will have to be submitted to Chief Conservator of Forests direct by the Divisional Forest Officer and copies 1, 2 and 5 have to be sent to the Accountant-General as explained below. On receipt of these accepted copies of issue vouchers and inspection notes necessary adjustment will have to be made in the accounts of the Division concerned as instructed in the respective purchase orders.

The receipted copies of inspection notes and issue vouchers under serial numbers 1, 2 and 5 may have to be sent to the Accountant-General direct by the Divisional Forest Officers along with their monthly accounts. The B.T. Bills (Invoice in quadruplicate) should also be prepared by the Divisional Forest Officer and attached to the inspection note at the time of submission of monthly accounts. The above procedure is in respect of claiming full value of timber supplied to Government of India.

Monthly statements showing the details of amounts due, details of amounts adjusted and balance outstanding as per each purchase order should also be furnished by each Divisional Forest Officer to the Conservator or Chief Conservator of Forests.

Quantity despatched previously against this purchase order including.
 Issue Voucher No. Nos. Cft.
 Total despatches up-to-date. Nos. Cft.

Hammer mark ()
 used

Certified that the quantity shown on reverse and in the
 continuation sheets has been
 passed by duly authorised inspections and loaded in the presence of a
 responsible Official nominated for the purpose.

Timber Inspection Officer-in-charge.

Station.....

Date.....

II. Receipt Certificate

Certified that the quantity shown above and in the
 continuation sheets attached
 have been received and brought to account.

Receipt Voucher No.

Account

Period

Ledger

Station

Date



RECEIVING OFFICER.

~~5209~~