

Copy of letter No. C2-6386/58 dated, 11/13-3-1961 from the chief conservator of forests to the Secretary, Agriculture Department (Forest A) Dept.

Sub:- Forest contracts –Agreement forms-standardization of.

Ref:- FAI-38333/60-1/AD dated 7-11-1960.

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A copy of the draft appendices to the Kerala State Forest code is resubmitted herewith after taking copies of the sample forms.

2. In this connection the following changes are suggested in the forms noted below as they are found necessary for the proper working of the contracts and leastest. Government may be pleased to consider the suggestion and do the needful while finalizing the draft agreement forms.

I Appendix XVI- Supply- Contract.

Agreement Form.

- 1) Condition 2:- In this condition provision is made for imposing a penalty of Rs. 25/- for each unfilled tree. For each felled but undelivered tree a fine of Rs. 50/- is provided. They may be reduced to Rs. 5/- and Rs.10/- .
- 2) Condition 3:-Provision is made for cross cutting saw as again axe. It appear that instead of making this condition as obligatory, it will be better to have the working as “ cross cutting should be done by saw as paras possible” as drag holes have to be put on the ends of logs for hauling with the help of elephants.
- 3) Condition 13:- Provision is made for the grant of extension of period the contract . But the period is limited to a maximum period of 4 months with a penalty at the rate of 5nps.per oft. of timber and 25 nps. Per of firewood Here it appears better to make provision for the grant of extension in deversing cases without limiting a maximum period as in places where water transport alone is possible some times more period the 4 month will be required.
Again provision may also be made for the grant of extension per with one penalty when it is established that delay was caused due to reasons beyond the control of the contractor.
- 4) Condition 16 (a):- It is stated in the condition that the contractor be held responsible for any illielt fellings taking place with in this contract area or within one furlong limit outside the contract area. This is a condition as it may give an incentive and habitual sugglers to carry on illicit fellings within one furlong of the contract area as only the contract to will be held responsible for the fallings. It therefore appear advisable to delete portions “within one furlong of the contract area”.
- 5) Condition 26:- In this condition it is stated that extension of the period prescribed in the pass can be given on condition that the contract will be given only 50% of Kolevila. It seems advisable that the usual per condition contemplated under section 13 maybe applied.

II Tender Forms:

- 1) A price of 50 nps. Fixed for the tender forms. It is not known whether Revenue should be credited towards press revenue of forest Revenue. The nature of revenue may be specified.
- 2) Condition 13:- Provision is made for the production of Income tax and sale tax clearance certificate before the payment of any Kolevilla. The present practice is a produce the certificate before final payment is.
- 3) Condition 19:- It is stated that the solvency certificate should cover the contract value. That is of the values comes to 6 lakhs of rupees, the tendered should have properties worth Rs. 6 lakhs. In this set up and the light of the land Bill no man can own lands over 15 acres and under no circumstances can 15 acres in fetch 6 lakhs on even 50% of that. If such a certificate covering contract value is insisted no contract can be entrusted to any contractor, It has therefore to be reduce to a reasonable level.

III. Agreement form for sale coupe:-

- 1) Condition 24:-Provision is made for grant of extension to the contracts subject to the recovery of ground rent. Again period of extension is shown as till 15th January, 31 January and till 15th February. This condition is subject to modification as recovery of ground rent may not be possible for all proceedings such as charcoal, small billets etc. Further period of extension may be limited in terms of months and not be specific dates of specific months. Such specific dates are necessary for areas to be planted up. For other contracts specific dates can be replaced by months or days.
- 2) Condition 34 :- It is stated that the liabilities of the contractor should be steeled in 4 months from the date of termination of work. This is against the provisions made in the Account and Financial code. As per the code the period for settlement of liability is one year. It may be added here that the Divl. Forest Officer will settle liabilities and if the contractor has any complaint, he may appeal to the Conservator of Forest order will be final.

IV Mellabhom Contract:-Arrangement Forms.

Condition 21:- It is stated that if any illicit takes place in the contract area with in 2 furlongs the contractor will be held responsible and the contract cancelled besides inflicting other punishment. This is quite unsafe. It ought to have been if any illicit fellings takes p[lace in the contractors or in neighbour hood with the convenience or knowledge of the contractor.

V Agreement form for Bamboo Contracts.

Condition that the contractor can affect piecemeal transport as per Bandyman passes purchased from the Divl. Forest Offices is omitted and the decision is accepted.

VI Taungya lease agreement Forms:-

Preamble portion of the Agreement (2nd Para)

- 1) The words lease and leases have been changed as “ License” and “ Licensee” which seems not to be a appropriate. The original expression “ lease” and ‘ leases’ may be retained.
- 2) Condition 4:-Insert after ‘ pay an interest at 12% per annum’ the following : If the lessees falls to remit the amount with in the extended period of 30 days ‘ time with penal interest at 24% accord to the facts and circumstances of the case will be given.
- 3) Condition 10:- Add with the condition the following:- But if the Chief conservator of forest is convinced that the failure is caused due to circumstances beyond the control of the lessees, he can exempt the lessees from the above.
- 4) Add one condition for extension of lease: If the Conservator of forests is convinced that extension to the lease period is necessary in the interest of planting works, the chief conservator of forests will grant extension under the following conditions:-

- (a) The lessees will be allowed to enjoy the extensions granted only after writing up a mahazar fixing the exact percentage of causalities and the present average height of the exiting plants.]
- (b) The lessees will not be permitted to cultivate tapioca in mounts and he must do so only along contour bunds so as to prevent soil erosion.
- (c) The lessees should remit as additional security of one year’s lease amount for the performance of the additional departmental works.
- (d) The lessees should hand back the area at the end of the extension period fully stocked and with the plants in excellent height growth.

Copy forwarded to the Conservator of forests, Quilon for information with reference to his report No. OC1-3192/58 dated 12/15-11-1960.

Copy to other C.Fs, for information and attention.

Sd/- For Chief conservator of forests.

Endt. on 6210/61 dated 20-3-1961.

Copy forwarded to all Divisional Forest Officers and Contract sections for information and guidance.

V. Govinda Menon,
Conservator of forests.

True copy.

Forwarded / By Order
Manager.