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**GOVERNMENT OF KERALA**

**Abstract**

Forest & Wildlife Department - Permission for awarding the work of cutting and removal of 455 trees in Kalpatta Range in South Wayanad Division to Power Grid Corporation India Limited - Permission granted - Orders issued.

**Forest & Wild Life (B) Department**

G.O.(MS) No.48/2015/F&WLD Thiruvananthapuram, dated,03.07.2015.

- Read :-
1. Letter No. SR-I/KOZ/F-306/TLC/843 dated, 03.12.2014 from the Deputy General Manager, Power Grid Corporation India Limited.
  2. Letter No. SRII/KOZ/CAD/294 dated, 01.06.2015 from the Deputy General Manager, Power Grid Corporation India Limited.
  3. Letter No. Pro.(5)-5120/13 dated, 29.06.2015 from the Principal Chief Conservator of Forests & Head of Forest Force, Thiruvananthapuram.

**ORDER**

As per letter read as I<sup>st</sup> paper, Deputy General Manager, Power Grid Corporation India Limited has mentioned that Stage -II clearance has been accorded for diversion of 39.8424 ha of forest land in North Wayanad, South Wayanad and Kozhikode Divisions of Forest Department in favour of Power Grid Corporation for construction of 400 KV D/C Mysore- Kozhikode transmission line. Accordingly payment/deposit amount of Rs. 6,10,14,059/- were effected by them.

Line in Corridor North Wayanad and Kozhikode divisions are already cleared. Clearing of trees in line corridor in South Wayanad division is yet to be taken up. This work is pending due to departmental procedures of Kerala Forest Department. The total line is expected to be completed in a short time. They can charge the line when balance work in Karnataka state is completed. It is not possible to Test charge the transmission line without cutting standing trees in the corridor in the diverted forest land in South Wayanad Division and have and requested to get standing trees cleared in the line corridor at an early date. Deputy General Manager, Power Grid Corporation India Limited has informed that the line construction works are almost completed. Within one or two months' time they will be able to commission this line. Commissioning of this line will tremendously improve the power position in Kerala, especially in the northern districts, as the transmission grid in this part of Kerala will start drawing power directly from the national grid. The only hurdle which affects commissioning of this line, is cutting and removing the 455 trees infringing the electrical clearance in South Wayanad division.

The marking of these trees was done in 2008 and POWER GRID had deposited the seigniorage value of Rs. 62,10,661/- on 05.05.2008. However the tree cutting contract was not awarded by Forests Department.

And as per letter read as 2<sup>nd</sup> paper the Deputy General manager, Power Grid Corporation of India Limited has requested to award the work of cutting and removing the trees at their cost and execute the work under the supervision and certification of Forest Department. The following are requested in this regard.

- 1) Permission for awarding the work as proposed.
- 2) Detailed technical specification and BOQ for awarding the work. Probable quantity variation provision required to take care of the increase/decrease in the quantity during past seven years also be indicated. An item for re-marking of the trees, if required, needs to be included.

3) It is understood that the work should be executed by an agency approved by Forests Department. Hence, the complete list of vendors approved by Forest Department, who can be considered for awarding the work, may be provided so that no eligible vendor will be omitted in their tendering process.

As per letter read as 3<sup>rd</sup> paper, Principal Chief Conservator of Forests & Head of Forest Force has recommended that the permission may be awarded for the work to Power Grid Corporation India Limited subject to the execution of an agreement with Forest Department incorporating the conditions appended therein.

Government have examined the matter in detail and are pleased to grant permission to Power Grid Corporation India Limited for awarding the work of cutting and removing of 455 trees standing, infringing the electrical clearance in South Wayanad Division at their own cost and execute the work under the supervision and certification of Forest Department after executing an agreement appended 14 pages with Forest Department agreeing the conditions stipulated therein.

By Order of the Governor,  
**P.MARA PANDIYAN,**  
Principal Secretary to Government.

The Principal Chief Conservator of Forests & Head of Forest Force,  
Thiruvananthapuram.

The Additional Principal Chief Conservator of Forests (Protection),  
Thiruvananthapuram.

The Managing Director, Power Grid Corporation of India Limited, 400 KV,  
Kozhikode Construction Area Office, Chemrakatoor(Post), Areacode,  
Malappuram Dist., Kerala - 673 639.

The Deputy General Manager, Power Grid Corporation of India Limited, 400  
KV, Kozhikode Construction Area Office, Chemrakatoor(Post), Areacode,  
Malappuram Dist., Kerala - 673 639.

The Chief Conservator of Forests (Northern Circle), Kannur.  
The Divisional Forest Officer, South Wayanad Division, Wayanad  
The Principal Accountant General (Audit), Kerala, Thiruvananthapuram.  
The Accountant General (A&E), Kerala, Thiruvananthapuram.  
Stock File/Office copy.

Forwarded/By Order,

*Chibria*  
Section Officer.

Copy to:- PS to Hon'ble Minister, Forest & Wildlife Department.  
PA to Principal Secretary, Forest & Wildlife Department.  
✓ CA to Deputy Secretary, Forest & Wildlife Department  
✓ Information & Public Relations Department (Web media)

## AGREEMENT

THIS AGREEMENT is made on this ..... the day of ..... 2015 at Thiruvananthapuram between the Power Grid Corporation India Ltd, a Government of India Enterprise, having its office at 400 kv Kozhikode Construction Area Office, Chemrakatoor P.O., Areacode, Malappuram District - 673639 (hereinafter referred to as " the Corporation" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns ) represented by Sri....., ..... of the FIRST PART and the GOVERNOR OF KERALA represented by Sri. .... Divisional Forest Officer, South Wayanad Division, Wayanad (hereinafter referred to as " the Forest Department" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS, Government of Kerala vide order No. ....dated .....has authorized the Power Grid Corporation to work down the 455 trees in line corridor in the Kalpetta range of South Wayand Division for the construction 400 KV DC Mysore - Kozhikode Transmission line subject to the Execution of an agreement with the Corporation;

AND WHEREAS the Corporation has deposited an amount of Rs.5,00,000/- (Rupees Five Lakhs) in District treasury, Kalpatta vide chalan ..... dated..... duly pledged in favour of Divisional Forest Officer, South Wayand Division as security for the due fulfillment of the terms, covenants, conditions and provisions hereinafter contained.

NOW IT IS HEREBY AGREED AS FOLLOWS :-

1. The work may be done by the Corporation or through its agent who is an A-class contractor registered in Forest Department, under the supervision of Corporation & Forest Department and the expenses towards them will be met by Corporation.
2. Working cost has to be borne by the Corporation
3. Work estimate will be prepared by the Corporation.
4. Forest Department shall not be held responsible for the short fall of amount received by way of selling felled timbers. If the timber /firewood value fetches less than the seignorage value, the deficit in value should be borne by the Corporation.
5. There will not be any financial transaction between the Corporation or its agent engaged by and the Forest Department.
6. All the works are to be executed by the Corporation under the strict

- guidance and supervision of the Forest Department.
7. It shall be the duty of the Corporation to ensure that neither its men nor its agent shall indulge in any forest or wildlife offence and for any such offence the Corporation will be held vicariously liable.
  8. The Corporation or its agent shall not enter or send its employees into the working area mentioned in the schedule without previously obtaining a license for the purpose granted by the Divisional Forest Officer, South Wayanad Division. The Corporation or its agent shall furnish a receipt to the Range Forest Officer, Kalpatta Range for all the trees marked and entrusted to them 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 2 (two) meters and shall keep all the cairns along the boundaries intact throughout the currency of this contract.
  9. The Corporation or its agent shall fell all the marked trees entrusted to them except those trees which have been certified by the Divisional Forest Officer after his inspection as hollow, defective or impossible to be felled without causing serious damage to the stump or to other trees standing nearby and collect all available timber, thereof. Billets obtainable from the Teak and Rosewood trees and firewood from jungle wood trees also should be collected and removed from the area.
  10. For every marked tree left un-felled or felled but uncollected at the expiry of the contract period without proper authorization to this effect from the Divisional Forest Officer, Corporation or its agent is liable to pay a penalty of Rs.300/- (Rupees Three hundred only) per tree.
  - 10(a) The Corporation or its agent shall ensure that felling proceeds on one end of the working area to the other end, subject to coupe by sub coupe as instructed by the Range Officer, and that all trees are felled as low as possible to the ground level. Felling of Rosewood trees should be done flush with the ground.
  - (b) All cross cutting of logs shall be done by saw as far as possible except in cases, otherwise instructed by Divisional Forest Officer, so that the maximum out-turn of timber is obtained from the felled trees.
  11. The Corporation or its agent shall see that marking numbers chiselled on the trees and the departmental hammer marks affixed on the tree 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, it shall be reported immediately to the Range Officer, who shall renew the hammer mark of marking number as the case may be before the timber collected is removed from the stump site. The Corporation or its agent shall not remove any timber or billets 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.

- 11(a) While conducting felling and conversion, the Corporation or its agent shall ensure that no damage is done to the trees felled and also to other trees in the vicinity. Other trees include planted bamboo clumps and culms etc and shall also see that red flags are put up at places on public road at least a hectometre away from the felling points on either side of the road at the time of felling with the warning notice when trees near public road are felled, failing which the Corporation or its agent shall be held responsible for all the loss or damage that may be caused to Government or to the public by such failure.

Sufficient number of axe-men and elephant must be kept ready at the spot to remove quickly the trees falling across the public roads. No timber, billets shall be stacked within road limits so as to cause damage to the road surface and hindrance to traffic. If any such stacking is done, the produce so stacked will be removed at the risk and care of Corporation or its agent besides making them liable for the ground rent or other dues, if any claimed by the concerned department.

12. The Corporation or its agent shall convert the trees into logs of maximum straight length possible. In the case of Teak, Rose wood and Ebony logs as straight as possible down to or minimum of 75 Cms in mid-girth and two meters in length shall be collected. In the case of other species, logs as straight as possible down to a minimum of 100 cms in mid-girth and 2.50 meters in length shall be collected. In the case of plywood and match wood species, conversion shall be to a minimum of straight length of one meter and 75 cms. mid-girth. The Corporation or its agent shall also be bound to obey all the instructions issued in writing in modification of these conditions by the Divisional Forest Officer regarding the conversion of the marked trees into logs. The conversion of trees will be at the sole discretion of the Forest Department and its officials.
13. Drag hoing on round logs alone will be permitted which shall be only at one end of the logs. Soon after the conversion, the Corporation or its agent shall chisel mark its initials at a prominent place near at the drag-hole. Corporation or its agent 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 e.g., tree number 3A, 3B etc.

14. The Corporation or its agent shall get all the timber pieces collected from time to time, registered as soon as the conversion is over and duly hammer-marked at both ends of the log by the Range Officer or by his deputy. He shall then obtain the transport Pass in Form No. V for each consignment registered and delivers the same in the Depots within the time allowed. For each consignment conveyed through each car, lorry, boat or rail as the case may be, he shall obtain separate pass from the officer authorized to issue such transport Pass in Form No. VI (white). No contract bill (working charges) shall be payable to the Corporation or its agent for timber, Billets/ Firewood delivered at the prescribed depots without bearing Government hammer marks and registered number or with measurements which differ more than one-fifth of a meter in length and one tenth of a meter 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 Corporation or its agent is not responsible for the irregularity noticed.
15. The Corporation or its agent shall furnish to the Divisional Forest Officer for approval the list showing the name of his agent and other employees intended to be employed by the Corporation or its agent for the supervision of the work in the contract area and no person not approved by the Divisional Forest Officer shall be employed by the Corporation or its agent for the said works. Whenever the Divisional Forest Officer orders the removal of any of the Corporation or its agent's employees from the contract area, Corporation or its agent shall immediately carry out the orders. The Corporation or its agent shall not engage for this contract any person already engaged by the Forest Department for any other work.
16. The Corporation or its agent shall furnish to his agent and other employees a written authority for entering and working in the contract area and this authority shall be produced for inspection before the Forest Officer not below the rank of a Beat Forest Officer. The Corporation or its agent shall be deemed responsible for all acts of commissions and omissions not only of himself but also of his agents and all other employees engaged by him. For appointment of agents the Corporation or its agent shall execute a Power of Attorney in the form prescribed by Government in stamp paper worth Rs.500/-.
17. The Corporation or its agent shall be responsible for the safety of contract area and safety of all timber, billets/firewood collected from the marked trees entrusted until they are finally delivered at the prescribed Depots. If any

of the logs/billets/firewood be burnt, lost, rendered useless or otherwise destroyed before their delivery at the Depots their value calculated at the current Schedule Rate will be recovered from the Power Grid Corporation or its agent. In the case of Teak and Rosewood logs, 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 Power Grid Corporation or its agent. In the case of billets/firewood the value calculated at Schedule Rate or average sale rate of the depot, whichever is higher, will be recovered. The above mentioned safety shall include safety of contract area from fire, theft and biotic interferences.

18. If it is decided by the Divisional Forest Officer, South Wayanad to stop the felling of all or any of the trees marked and handed over, the Corporation or its agent shall be served with a notice to this effect and in receipt of such notice, further felling of such marked trees shall be stopped forthwith. The Corporation or its agent will however be permitted to deliver all timber, billets/firewood collected by them prior to the receipt of such notice. Government will not be liable to pay any compensation to the Corporation or its agent for loss, if any incurred by the Corporation or its agent as a result of such order stopping further felling.
19. The Corporation or its agent shall submit to the Range Forest Officer, Kalpatta Range and Divisional Forest Officer, South Wayanad monthly statement so as to reach them before the 10th of succeeding month showing the total number of trees marked and handed over to him, the number of trees felled and yield obtained from them and the details of timber/billets/firewood transported to the Depots till the end of the previous month and the same particulars for the current month. The Corporation or its agent shall be liable to pay a fine of Rs.100/- (hundred only) per month or fraction thereof for the period of default in the submission of this monthly account either to the Range Officer or to the Divisional Forest Officer on consecutive basis.
20. During the period of this Agreement the Corporation or its agent shall not trade in timber and billets within the limits of the Forest Division in which this contract work is in force or undertake any contract work to purchase timber and billets from any Government or Private Forests within the limits of the said Division or the adjoining Divisions.
21. All timber and billets/firewood for which the Corporation or its agent is under obligation to deliver at the prescribed depots shall be transported to such depots along the routes specified in the transport permit. For any violation of



the condition, the Corporation or its agent shall be held liable to be penalized under condition 35 of the agreement.

- 21(a). If an illicit felling or any other offence under the Forest Act and Rules is noticed within the contract area, the Corporation or its agent 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 35 of this agreement and shall also be liable for prosecution under the Forest Act and Rules thereof.
22. The Corporation or its agent shall recoup to the Government all charges incurred by the Government in salvaging or transporting the timber, billets left undelivered by him at the specified depots and rail heads after the expiry of the period of contract and of the extension, if any, granted. Corporation or its agent will also recoup to the Government any loss caused to Government by consequent deterioration of such timber and billets/firewood, the schedule 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 loss to Government to this account.
23. This Agreement is not transferable except with the previous written permission of the Chief Conservator of Forests, Northern Circle Kannur.
24. The Agreement, Corporation or its agent binds itself to act during the period of contract in accordance with the provisions of the Forest Act and Rules framed there under.
25. The Agreement, Corporation or its authorized agent(s) and other 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 Beat Forest Officer in putting out fires and in preventing the commission of any forest offence or its detection within the beat or section in which the felling area is situated.
26. Within (30) thirty days of expiry of the contract or extension period if any granted, the Corporation or its agent shall hand-over, to the Divisional Forest Officer or any officer deputed by him for the purpose, all timber etc. collected but not delivered at the specified depots, whether registered or not and also all the marked trees left unfelled. If not, the Range Forest Officer shall arrange to take charge of the same from the felling area without any further notice to the Corporation or its agent. If any marked trees felled or not or any timber etc collected by the Corporation or its agent whether registered or not, is found

missing, the Corporation or its agent shall be required to pay the Department the value of such produce as assessed by Divisional Forest Officer at current schedule rate or Market rate whichever is higher, in addition to the penalty prescribed at condition 17 above. In the case of teak, rosewood and ebony, the rate to be so recovered will be the same as prescribed at condition 17 above. In the case of teak, rosewood and ebony, the rate to be so recovered will be the same as prescribed in condition 17 above.

27. In case of any dispute arising between the parties on any matter arising out of this contract other than one as to which the decision of the Divisional Forest Officer is final, the Corporation or its agent may within two months of the date of the order of the Divisional Forest Officer appeal to the Chief Conservator of Forests, Northern Circle Kannur whose decision thereon shall be binding and if any matter thereafter remain unsettled the matter may be referred to Government whose decision shall be final and binding on both parties.
28. The Corporation or its agent(s) and other employees working in the Contract area shall carry out all orders issued by the Divisional Forest Officer and Range Forest Officer concerned in connection with this contract work, from time to time.
29. In the case of working down round logs and firewood the Corporation or its agent shall be bound to deliver all hardwood logs at the depot within 45 days, from the date of registration, softwood logs within 15 days from the date of felling and billets and Firewood within 30 days from the date of registration or within the contract period 5 whichever is earlier. If the delivery of the produce is not effected within the period originally fixed as above, the Divisional Forest Officer may grant extension up to three months for delivery of hardwood. 15 days for softwood and two months for billets and firewood subject to a realization of penalty of Rs.7/cum per month for hardwood Rs.7/cum for Softwood for 15days and Rs.2/MT per month for stacked billets and Firewood. 30days further extension can be granted by the Chief Conservator of Forests, Northern Circle, Kannur with penalty of Rs.14/cum per month and another 15 days by the Chief Conservator of Forests with penalty of Rs.21/cum and further 30 days by the Chief Conservator of Forests with penalty of Rs.28/cum for Softwood, if the period fall within the original or the extended contract period.
30. All registered logs remaining undelivered after the expiry of said period will be taken charge of by the Range Forest Officer, and the Corporation or its agent shall be liable to pay a fine Rs.4/cum for such undelivered logs and forfeit all claims to contract due thereon. The loss if any sustained by the

Forest Department due to deterioration on account of belated delivery or non-delivery of the timber as assessed by the Forest Department. The Corporation or its agent shall obtain receipts for the logs delivered at the depot from the depot officer. **THEN ONLY THE POWER GRID CORPORATION OR ITS AGENT WILL BE ELIGIBLE FOR CONTRACT THEREFORE SHALL BE MADE GOOD BY THE POWER GRID CORPORATION OR ITS AGENT.**

31. The Corporation or its agent shall ensure that the felling and collection proceeds from one end of the coupe to the other end is done in an orderly and systematic manner and that all trees are felled as low as possible to the ground level.
32. If the Corporation or its agent fails to undertake and complete the work within the specified time or if he leaves any item of work undone, the Divisional Forest Officer, at his discretion shall make arrangements for carrying out the works left undone, either departmentally or through other agencies at the risk and loss of the defaulting Corporation or its agent and the loss if any, sustained by the Forest Department on this account will be recovered from the security deposit or from other assets of the defaulting Corporation or its agent, as arrears of Land Revenue under the provisions of Kerala Revenue Recovery Act, 1968 in force or in such other manner as the Government may deem fit.
33. If any amount is due to any work men or mazdoor engaged by the Corporation or its agent as per Workmen's Compensation Act, 1923 or as per provisions of labour or similar laws, such amount shall be paid by the Corporation or its agent and Forest Department cannot be made liable on the same.
34. The Corporation or its agent shall submit a declaration with the tender that they are not related to any Government servant who is in charge of or having control of the work for which the tender is submitted. Relationship for this purpose will be restricted to father, mother, son, daughter, sister, brother, uncle, nephew, father-in-law, mother-in-law, brother-in-law and first cousins of the officer. If at any stage this condition is found to have been contravened the earnest money /security deposit of the Corporation or its agent will be forfeited to Government and the contract entered into will stand cancelled.
- 35(a). The Corporation or its agent shall not make any damage to bridges or roads and private properties during collection and transport and during unloading logs and billets from lorries and shall be liable for any such damage. The decision of the Government regarding the amount of compensation payable

for the damage caused shall be final and binding on the Corporation or its agent and the Government shall recover the same from the Corporation or its agent.

- 35(b). If the damage caused is in respect of any road under the control of the Kerala State Electricity Board or Public Works Department or such other Government undertakings, the amount of compensation payable for such damages will be assessed by the Range Forest Officer concerned and the Assistant Engineer of the concerned Division of the Kerala State Electricity Board or Public Works Department and such other Government undertakings as the case may be and their decision will be final and binding on the Corporation or its agent.
36. The quantity mentioned in the schedule is only approximate and the Corporation or its agent is bound to work down the full quantity of timber, poles, billet/fire wood available from trees marked and entrusted to them.
37. The period of Agreement shall be 3 months from the date of execution of Agreement. No extension of the contract period shall be granted. But if however the delay in completing the work in the contract area within the specified period in the schedule attached is due to circumstances beyond the control of the Corporation or its agent, extension of time may be granted for one/two/three months by Divisional Forest Officer, Chief Conservator of Forests, Northern Circle, Kannur, Additional Principal Chief Conservator of Forests (RN), Kozhikode / Principal Chief Conservator of Forests, Thiruvananthapuram respectively but not exceeding a total period of 6 months subject to realization of penalty as mentioned below. If fails to undertake and complete the work within the specified time, or if leaves any item of work undone, the Divisional Forest Officer may, at his discretion, make other arrangements for carrying out the work left undone either departmentally or through other agencies at the risk and loss of the defaulting Corporation or its agent, and loss if any incurred by the department on this account will be recovered from the security or from other assets of the Corporation or its agent through possible means and methods.

Penalty A Rs.7/cum for the quantity of timber to be delivered at the depot and  
Rs.7/Pole

Penalty B Rs.14/cum for the quantity of timber to be delivered at the depot and  
Rs.14/pole

Penalty C Rs.21/cum. for the quantity of timber to be delivered at the depot  
Rs.21/Pole

Penalty D In the same way for billets and Fire wood Rs.2/-, 4/-,6/- for the period of for the delivery at dumping site during the first month of extension granted by the Divisional Forest Officer. for the delivery at dumping site during the period of extension granted by the Chief Conservator of Forests. for the delivery at dumping site during the period of extension granted by the Additional Principal Chief Conservator of Forests/ Principal Chief Conservator of Forests extension granted by the Divisional Forest Officer and Chief Conservator of Forests and Additional Principal Chief Conservator of Forests / Principal Chief Conservator of Forests respectively.

38. For working down logs, seigniorage rate of vakka fibre calculated at one vakka drag rope for every two cum or fraction thereof and grazing fee for one elephant for every two cubic meters or fraction thereof for timber will be recovered from the Corporation or its agent on the actual quantity collected and taxes on vakka charges as per the rules in force.
  - A. The timber which the Corporation or its agent is under obligation to deliver at the prescribed depots shall be transported to such depot only along the routes specified in the transport permit. If in the course of work it becomes necessary to deviate from the routes specified in the schedule, the Corporation or its agent shall be allowed to transport timber and fire wood along the deviated routes, provided the Forest department is satisfied of the necessity for deviation in the routes
  - B. The Corporation or its agent shall collect all timber available from the trees marked in the area within the said contract period as per the instructions issued by the Divisional Forest Officer, South Wayanad. If the collection is delayed, the Corporation or its agent will be liable to pay a penalty at the rate specified above for the timber for the belated period.
39. The Corporation or its agent shall make necessary entries in the register to show the progress of working down timber.
40. The Corporation or its agent should take every care to collect as much quantity of saleable timber as possible from marked trees
41. The Corporation or its agent shall protect the area from any fire damages and shall be liable for the losses, if any, on account of fire.

42. The Corporation or its agent shall pay grazing fee for elephants calculated at the rate of Rs.5/- for one elephant work for every (2) m<sup>3</sup> of timber or fraction thereof, and wake charges at Rs.10/- for every two (2) cu.m. of timber or fraction thereof actually collected and FDT, sales tax etc.on the Vakka charges as per rules, or at the rates revised by Government from time to time.
43. The Corporation or its agent shall not claim any compensation for the work or roads and bridges constructed by them for the execution of this contract and shall leave all such roads and bridges intact while leaving the area on completion of the contract.
44. The loading and transport of timber, billets/firewood etc. by roads shall be done only with due regard to the Motor vehicles Act and rules to regulate the transit of timber and other produce and trade in timber, in force from time to time.
45. Notwithstanding anything herein contained, if the Corporation or its agent 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, there-under, the Divisional Forest Officer is empowered to take action as per the Laws and Rules inforce.
46. The tender notification and the tender submitted by the Corporation or its agent which is attached to this Agreement form part and parcel of this agreement.
47. On expiry of the contract, any amount found due to Government under this contract or in respect of any other contract entered into by the Corporation or its agent with 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 Corporation or its agent with the Government and from the contract, if any, due to the Corporation or its agent and shall also be recovered from the assets movable and immovable of the Corporation or its agent, as if such sums are arrears of land revenue under the provision of the Revenue Recovery Act for the time being in force and in such other manner as the Government may deem fit.
48. The security deposit or any portion of it as may be available at the expiry of the Agreement period after settlement of the Corporation or its agent's liabilities will be refunded within a reasonable time from date of termination of the contract period.

49. The Corporation or its agent shall work down all the available marked trees for timber irrespective of the quantity stipulated and also trees marked and entrusted to him during the course of the work.
50. Failure to show progress as ordered by the Divisional Forest Officer or the Range Officer in charge of the work, from time to time if the progress is so poor that the Divisional Forest Officer considers that the work will not be completed within the time allowed or for breach of any other conditions, the Divisional Forest Officer shall be at liberty without prejudice to any other remedy, to cancel the Agreement by written notice and the work done through any other agency at his discretion at the risk and loss of the Corporation or its agent who shall be held responsible to make good to Government, the loss resulting from the above, but shall have no claim on the gain, if any, that Government realizing thereby.
51. No log or billets/Firewood which the Corporation or its agent is under obligation to remove under the Agreement to the destination shall be allowed to pass beyond the limit of the final destination. Any such log or billets if found at a place beyond the destination shall be confiscated to Government, unless reasons for such is properly and satisfactorily accounted for.
52. The Corporation or its agent shall pay all charges incurred by the Forest Department for salvaging or carting the logs, abandoned billets/firewood or passed out of their custody although registered in their name.
53. The Corporation or its agent shall be permitted on request in writing to construct temporary sheds within the coupe on recommendation of the Range Officer, concerned for accommodating his coolies or storing the materials belonging to him on payment of a fee of Rs. 5/- per 500 Sq.feet. area or less for one year or during the contract period whichever is earlier. Permission for construction of such sheds will be sanctioned by the Divisional Forest Officer at his discretion. The sheds as constructed shall be dismantled and removed by the Corporation or its agent on the expiry of the period granted, failing which the Forest Department will have the right to dismantle and remove the materials and expenditure, if any, incurred thereof shall be recovered from the Corporation or its agent. The permission for the construction of shed will not grant any right for further claim or use of the land on any grounds. The Corporation or its agent will be held responsible for any forest offences detected within a radius of 1 K.M from the area occupied by him.

- 54.(a) The collection and stacking of small timber and fire wood available from the top ends, lops and rejections should be done sub-coupe wise. The collection and stacking of firewood should be done species wise for the species coming under the fixation of selling price Act 1978. On completion of collection and registration of all timber fit for depot delivery and teak and Rose wood billets the Range Forest Officer shall furnish a certificate to that effect to the Divisional forest Officer and with a request for permission to collect and stack small timber, poles and billets/firewood available from the top ends etc. in the sub coupe/Dumping depot. After getting written orders from the Divisional Forest Officer, the Corporation or its agent shall collect and stack all small timber and fire wood available from the top ends, lops and rejections of the felled hollow trees in the sub coupe at a convenient place / Dumping depot outside the working coupe as agreed.
- 54(b) A compact area outside the coupe shall be cleared without felling trees for the purpose as directed by the Range Forest Officer and all small timber and firewood so collected from each sub coupe shall be stacked over the above said area. Simultaneously the Corporation or its agent will start the felling and conversion of timber fit for depot delivery in the coupe and after completion of collection and registration of all depot supply timber and teak and rosewood billets the small timber and firewood shall be collected and stacked from the coupe adopting the same procedure mentioned for sub coupe No.1 above.
55. The collection and stacking of small timber, poles and firewood should be completed within the contract period itself. The collection of small timber and firewood in each sub coupe should be completed soon after the completion of collection of Depot delivery timber, so that the department can dispose of the collection in the Forest Depot without delay. If any loss occurred due to deterioration of timber due to belated collection from the top-ends, the Corporation or its agent will be liable to pay such loss caused to Government calculated at seigniorage rate for the timber thus lost.
56. The Corporation or its agent shall be bound to obey all the instructions issued by the Range Forest Officer, Kalpatta and the Divisional Forest Officer, South Wayanad regarding the conversion of trees marked into logs and firewood. The sound portion of all the hardwood semi hardwood and softwood trees marked should be felled and converted into logs as specified in condition 13 & 14 supra and delivery at the depots mentioned in the schedule attached hereto. All the top-ends and butt-ends left after collection of Depot delivery timber shall be collected as small timber and firewood and stacked at the prescribed coupe depot. Only unsold portion and rejections of the above



said species covered by selling price act shall be converted into firewood and attached separately at coupe depot. The maximum small timber available from the marked trees shall be collected and delivered at the depot. The Corporation or its agent shall pay the penalties fixed.

- 57. Within 30 days from expiry of the contract period and extension, if any, granted the Corporation or its agent shall return to the Divisional Forest Officer the stamps of main passbook and unused permit book, if any issued by the Departmental subordinates before applying for the returns of security deposit failing which shall be liable to pay the penalty insisted by the Divisional Forest Officer amounting to the forfeiture of the security deposit.
- 58. Notwithstanding anything contained herein to the contrary, the Corporation or its agent shall be bound to transport timber and firewood as ordered by the Divisional Forest Officer and shall not be paid contract bill less or more according to the distance saved or increased by the transporting. The quantity of the timber and firewood to be transported to each depot will be decided by the Divisional Forest Officer. Moreover the materials will be stacked as provided in the sanctioned estimate in such quantities and in designated places.

IN WITNESS WHEREOF, the parties hereunto have set their hands to these presents on the day, month and year first above mentioned.

Signed by Sri.....  
PARTY OF THE FIRST PART

In the presence of witnesses : -

- 1. ....
- 2. ....

Signed by Sri. ....

PARTY OF THE OTHER PART

In the presence of witnesses:-

- 1. ....
- 2. ....