

GOVERNMENT OF
ARUNACHAL PRADESH

ARUNACHAL PRADESH
FOREST MANUAL
1980

GOVT. OF ARUNACHAL PRADESH
OFFICE OF THE SECRETARY (FORESTS)
ARUNACHAL PRADESH

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The 29th October/80

ORDER

The Lt. Governor of Arunachal Pradesh is pleased to accord approval to the Arunachal Pradesh Forest Manual.

Sd/-
(E.S. Thangam)
Secretary (Forests)
Govt. of Arunachal Pradesh

P R E F A C E

1. The Arunachal Pradesh Forest Department (known as North East Frontier Agency Forest Department till 1972) was following the various provisions of the Assam Forest Manual, Volume I and Volume II and the various amendments made from time to time, besides the Account Code Volume III of Govt. of India. In this Manual, the matters relating to Arunachal Pradesh have been selected and compiled.
2. The draft of the manual was compiled by Shri A.K. Choudhury, Conservator of Forests, in addition to the normal duties, while holding the post of Planning & Development Circle at Shillong. The chapters II to V of the Manual were vetted by S/Shri J.K. Mehta, Dy. Conservator of Forests (Hq), S.S. Bhattee, Conservator of Forests, Western Circle, W. Hynnieta, Accounts Officer and D.M. Goswami, Establishment Officer. The whole manual was checked, appendices arranged and brought to this final shape.
3. Shri A.K. Choudhury has taken considerable pains to complete this manual and the good work done by him and the other officers is appreciated.
4. Corrections and additions to the manual may be sent and they will be made as and when received.

E.S. Thangam,
Chief Conservator of Forests,
Arunachal Pradesh, Itanagar.

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CHAPTER – I

ORGANIZATION OF THE DEPARTMENT

1. Extent of application of the Manual :
 - 1.1 The Rules contained in this Manual are applicable to the Arunachal Pradesh Forest Department subject to the orders of the Government of Arunachal Pradesh herein-after referred to as 'the Government'.
 - 1.2 The Reserved Forests and the Village Forests in Tirap District have been leased to the Arunachal Pradesh Forest Corporation Limited, Deomali, which came into existence on the 15th December, 1977 and the different categories of forest areas outside the Forest areas leased to the said Forest Corporation in Arunachal Pradesh are under the management of the Arunachal Pradesh Forest Department.
2. Administrative units of management :
 - 2.1 The Chief Conservator of Forests is the officer in charge of the general administration and the head of the Forest Department. He is the Technical Adviser to the Government of Arunachal Pradesh in all matters relating to the Department. He is also the Ex-officio Secretary of the Government and exercises, in this capacity, such powers as specifically assigned to him by the Government by general or special orders. For administrative purposes, the state is divided into two territorial circles viz. Western Circle and Eastern Circle, and two functional circles viz. Planning & Development Circle and Wildlife Wing Circle.
 - 2.2 The Conservator of Forests is the officer in the administrative charge of a circle which comprises of one or more forest divisions as may be notified by the Government from time to time. The Conservator of Forests will be responsible for all the activities and works in his circle.
 - 2.3 The Divisional Forest Officer is the officer in administrative charge of a Forest Division. The Forest Division comprises of more than one Forest Range as may be notified by the Govt. from time to time. The Divisional Forest Officer will be responsible for all the activities and works in his division, and will be assisted in his work by one or more Assistant Conservator of Forest, where necessary.
 - 2.4 According to necessity, independent charges of Assistant Conservator Forests comprising of one or more Forest Ranges may be constituted and he will be responsible for all the activities under his charge.

- 2.5 A Forest Ranger will be in charge of a Forest Range having defined boundary and may comprise of one or more Forest Beats as may be notified by the Conservator of Forests from time to time. The Forest Ranger in charge of Range will be responsible for all the activities and works in is Range.
- 2.6 A Deputy Forest Ranger or a Forester will be in charge of Forest Beat having a defined boundary. He will be solely responsible for all the activities and works in his Forest Beat.
- 2.7 A Forester or a Forest Guard will be charge of a Forest Sub-beat having defined boundary of extent about 20 Sq.Km. He will be responsible for the protection of the Forest areas entrusted to his charge and for execution of other works allotted to him. He will be generally assisted by a Forest Watcher in his works.

3. General set up of the Department :

- 3.1. The headquarter of the Chief Conservator of Forests is at Itanagar and he is assisted in office work at Headquarters by Deputy Conservator of Forests (Headquarters), Deputy Conservator of Forests (Statistics & Planning), Establishment officer and Accounts Officers. The Deputy Conservator of Forests (Headquarters) will function as Head of office for the office of Chief Conservator of Forests and will look after all matters relating to technical subjects in the Department. The Deputy Conservator of Forests (Statistics & Planning) will compile technical and statistical data, prepare project reports and evaluate plan schemes. The Establishment Officer, generally will attend to all matters relating to gazetted and non-gazetted establishments, procurement of stores and general correspondence. The Accounts Officer will be the drawing and disbursing officer of the office of the Chief Conservator of Forests and will attend to all the audit paras, and half margin notes and all matters relating to financial sanctions.

- 3.2 The distribution of the circles will be as below:-

<u>Name of circle</u>	<u>Headquarters</u>
i) Western Circle	Banderdewa
ii) Eastern Circle	Tezu
iii) Planning & Development Circle	Shillong
v) Wildlife Wing Circle	Tirap

3.3 The following table gives the Forest Divisions allotted to each Circle, with their headquarters:

<u>Name of Circle</u>	<u>Name of Division</u>	<u>Name of Headquarters</u>
Western Circle	i) Khellong	Bhalukpong
	ii) Tawang	Bomdila
	iii) Banderdewa	Banderdewa
	iv) Hapoli	Ziro
	v) Silviculture	Banderdewa
Eastern Circle	i) Lohit	Tezu
	ii) Dibang	Roing
	iii) Along	Along
	iv) Pasighat	Pasighat
	v) Deomali	Deomali
	vi) Basar Tea Plantation	Along
Planning & Statistical Circle	i) Forest Utilization	Shillong
	ii) Resources Survey	Khellong
	iii) Working Plan	Tirap
Wildlife Wing	i) Namdapha Wildlife Sanctuary	Miao
	ii) Itanagar Wildlife Sanctuary	Itanagar
	iii) Western Wildlife	Bhalukpong
	iv) Central Wildlife	Pasighat
	v) Tirap Wildlife	Tirap

3.4 An upto-date list of Forest Ranges in each Division shall be maintained in the offices of the Chief Conservator of Forests and the concerned Conservator of Forests. The Chief Conservator of Forests is authorized to sanction the formation and redistribution of the Forest Ranges, subject to availability of funds in the budget for the expenditure.

3.5 A complete list of Forest Beats will be maintained in the offices of the Conservator of Forests and the concerned Divisional Forest Officer. The Conservator of Forests has been authorized to sanction the formation and redistribution of the Forest Beats, subject to availability of funds in the budget for the expenditure.

3.6. A complete list of the Forest sub-beats will be maintained in the offices of the Divisional Forest Officers and he has been authorized to sanction the formation and the redistribution of the Forest sub-beats subject to availability of funds in the budget for the additional expenditure.

4. Definition of Divisional Forest Officer :

4.1 The words 'Divisional Forest Officer' wherever occurs in the Manual will mean any one of the following officers:

- a) Divisional Forest Officer,
- b) Deputy Conservator of Forests,
- c) Deputy Conservator of Forests (Wildlife),
- d) Deputy Conservator of Forests (Working Plan Division),
- e) Deputy Conservator of Forests (Forest Utilization Division),
- f) Deputy Conservator of Forests (Resources Survey Division),
- g) Deputy Conservator of Forests (Silviculture Division),
- h) Deputy Conservator of Forests (Statistics & Planning),
- i) Deputy Conservator of Forests (Headquarters),
- j) Deputy Chief Wildlife Warden.

CHAPTER – II
ESTABLISHMENT MATTERS

5. General

5.1. The Forest Department consists of officers and staff under three kinds of establishments; viz., permanent establishment, Temporary establishment and Work-charged establishment.

6. Permanent establishment:

6.1. It includes all officers and staff of whatever rank, who are required for the ordinary administration of the Department and who are employed without limit of time, as sanctioned by the Government.

7. Temporary establishment

7.1 It comprises officers and staff supplementary to permanent establishment required to strengthen the establishment for a limited time, but does not include work charged establishment. The pay and allowances of temporary staff are to be charged to the appropriate budget heads. Temporary staffs are entitled to traveling allowance, special pay and compensatory and other allowances drawn by the permanent staff of the same category in the same area, at the rates admissible to the permanent staff of similar status.

8. Work-charged establishment:

8.1. It comprises the staff of a temporary nature whose pay is charged to a work. Traveling allowance of work-charged staff is limited to actual expenses. Work-charged staff will be paid at daily rates on muster rolls irrespective of the period of employment. The following establishment will constitute work-charged establishment:

- a) All labour employed on works,
- b) All staff entertained for less than twelve months in the year, including fire watchers, punkha-pullers, water carriers and grass cutters.
- c) Supervisors,
- d) Malis, plantation watchers and Boatman,
- e) Surveyors and mandals,
- f) Depot guards, pound guards.

9. Establishment classification:-

9.1. The Chief Conservator of Forests, Arunachal Pradesh is empowered to classify as 'work-charged' or 'Temporary', the classes of establishment not covered by these definitions.

10. Services:

10.1. The Arunachal Pradesh Forest Department is managed by:

- i) the Executive staff viz., the Indian Forest Services, the Arunachal Pradesh State Forest Service and the Arunachal Pradesh Subordinate Forest Services;
- ii) the Ministerial staff viz., the Arunachal Pradesh Forest Department (Ministerial Class-ii (Gazetted) and Class-iii (non-gazetted));
- iii) the other staff.

11. The Indian Forest Service:

11.1. The Indian Forest Service of Government belong to Union Territories Cadre of Indian Forest Service. The Ministry of Agriculture & Irrigation (Department of Agriculture) is the cadre controlling authority and the Inspector General of Forest and Ex-officio Addl. Secretary to Govt. of India in the Ministry exercises the powers in this regard in posting and transfer of officers of Indian Forest Service in U.T. cadre. The transfer of these officers from Arunachal Pradesh to other Union Territories and vice-versa is done by the Ministry. The transfer of these officers within the territory is done by the Government.

11.2. The service consists of the following categories of officers;

- a) Chief Conservator of Forests,
- b) Conservator of Forests,
- c) Chief Wildlife Warden,
- d) Deputy Conservator of Forests
(Senior time scale officers),
- e) Assistant Conservator of Forests,
(Junior time scale officers),

11.3. The rules regarding recruitment, conditions of service, promotion etc. are given in the All India Service Manual, 1976.

11.4. The disciplinary proceedings in respect of the Indian Forest Service Officers will be governed by the All India Service (Conduct) Rules, 1968 and All India Service (Discipline and Appeal) Rules, 1969.

- 11.5. The training programme for these officers is given in Appendix – I.
12. The Arunachal Pradesh State Forest Service:
- 12.1. The Arunachal Pradesh State Forest Service consists Deputy Conservator of Forests (Class-I), Orchidologist (Class-I) and Assistant Conservator of Forests (Class-II).
- 12.2. The post of Deputy Conservator of Forests are filled by promotion. The recruitment to the Assistant Conservator of Forests is done by the Government.
- 12.3. The rules regarding service conditions are governed by the Fundamental Rules, Supplemental Rules and other rules framed by Government of India (hereinafter called the Central Government) and the Government from time to time. The recruitment rules for these three categories and the training programme for the Assistant Conservators of Forests are given in Appendix-II and Appendix-III respectively.
13. The Arunachal Pradesh Subordinate Forest Service.
- 13.1. The Arunachal Pradesh Subordinate Forest Service consists of Forest Ranger, Deputy Forest Ranger, Forester I Grade, Forester II Grade, Forest Guard, Forest Watcher and Draughtsman.
- 13.2. The post of Forest Ranger, Forester Grade-II and Forest Guard are filled by direct recruitment as well as promotion. The posts of Deputy Forest Ranger and Forester Grade-I are filled by only promotion. The post by direct recruitment. The recruitment rules regarding these posts are given in Appendix-IV.
- 13.3. A training programme for the Forest Rangers after they join the Government has been prescribed and they have to pass certain departmental examination to qualify themselves for permanent absorption, as given in Appendix-V.
- 13.4. The rules regarding service conditions are governed by Fundamental Rules, Supplementary Rules and other rules framed by the Central Government and the Government from time to time.
14. The Arunachal Pradesh Forest Department Ministerial Service:
(Class-II gazetted and Class-III non-gazetted)

- 14.1. The Arunachal Pradesh Forest Department Ministerial service (Class-II gazetted and Class-III non-gazetted) consists of two categories, one for the staff of offices of the Chief Conservator of Forests and Conservator of Forests, consisting of Establishment Officer, Superintendent (non-gazetted), special Grade Upper Division Assistant, Upper Division Assistant/Accountant, Lower Division Assistant and Typists and another one for Divisional offices consisting of Head Assistant and Typists. In accordance to the recommendations of the Third Party Commission, 1973, the Government started framing rules to amalgamate both these categories, in the first instance, recruitment rules for Upper Division Assistants and Lower Division Assistants have been framed for all the Government Departments including the Arunachal Pradesh Forest Department. Copies of these recruitment rules are given in Appendix-VI.
- 14.2. The post of Establishment officer will be changed to that of Administrative Officer in consonance with similar designations obtaining in the other Department of the Government. The Accounts Officer and Stenographer Grade-I, Grade-II and Grade-III working in the Department belong to the general cadre of the Secretariat. The posts of Statistical Inspector and Computers exist in the Department for compilation of statistics and they are recruited in the same way as those of the Directorate of Statistics in the Government.
- 14.3. The rules regarding service conditions are governed by the Fundamental Rules and Supplementary Rules and other rules framed by the Central Government and the Government from time to time.
15. The other categories of staff:
 - 15.1. The other categories of staff employed consist of Record Keeper, Daftary, Peon, Orderly, Chowkidar, Boatman, Driver, Handyman and Mahuts.
 - 15.2. The recruitment rules regarding these posts are given in Appendix-VII.
16. Gradation list of Forest Officers and subordinates:
 - 16.1. The Gradation list consisting of the Gazetted officers as well as non-gazetted executive and ministerial staff in the Department as on the first January will be issued annually by the Chief Conservator of Forests copies thereof will be supplied to the Government, Conservators, Divisional Forest Officers etc. The gradation list will be circulated among all concerned for verification of the correctness of the entries and then brought upto-date.
17. Power delegated under the Central Civil Service
(Classification, control and appeal, Rules, 1968):
 - 17.1 Certain powers have been delegated to the officers of the Arunachal Pradesh Forest Department under the Central Civil Service (Classification, Control and Appeal, Rules, 1968 in Government Notification No..... Dated..... These are given in Appendix-VIII.

17. Security Deposit:

18.1. Every officer will, on promotion, on appointment, furnish security deposit as below, his/her appointment being subject to the condition that he/she complies with these rules

	Amount of security deposit To be furnished
Forest Ranger	Rs. 1,500.00
Dy. Forest Ranger	Rs. 600.00
Forester I	Rs. 400.00
Forester II	Rs. 250.00
Head Assistant	Rs. 300.00
Range Assistant	Rs. 200.00
Forest Guard	Rs. 100.00
Assistant/Acctt.	Rs. 100.00
U.D. Clerk/Acctt.	Rs. 100.00
L.D. Clerks	Rs. 50.00
Daftary	Rs. 50.00
Peon/Orderly	Rs. 50.00
Chowkidar	Rs. 50.00
Driver	Rs. 200.00
Handyman	Rs. 50.00
Mahuts	Rs. 100.00
Forest Watcher	Rs. 50.00

18.2. The Chief Conservator of Forests has power to increase, in certain special cases, the security deposits of Deputy Forest Rangers, Foresters and other officers to Rs.750 and Rs.500 respectively.

18.3. The security deposit is to be made in cash and it shall be deposited in the Post Office Savings Bank indicated by the C.C.F./C.F./D.F.O. (and pledged to the C.C.F. as a security deposit in accordance with the Post Office Savings Bank Security Deposit Rules.)

18.4. If an officer is unable to deposit in a single payment, the full amount of the security due from him, he may, with the sanction of the C.C.F./C.F./D.F.O. be permitted to deposit the balance (or in exceptional cases the whole) by monthly installments of not less than one-fifth of his salary.

18.5. On opening their deposit accounts in the Post Office Saving Bank, they will fill in and send to the Post Master, through the C.C.F./C.F./D.F.O. the letter pledging the amount of their deposits, past and future, to the C.C.F.

in the form in the prescribed for security deposit pledges in the Post Office Savings Bank Rules.

- 18.6. A register of security deposit should be kept in the office of the C.C.F./C.F./D.F.O. in F.D. Form No.45 in Appendix-IX.
 - 18.7. Register of security deposit will be distinct form and outside the regular accounts and should be kept in the office of the C.C.F./C.F./D.F.O. so that the balance shown in the pass books, exclusive of interests, may be verified periodically with those in the Security Deposit Register.
 - 18.8. Security deposits received from Forest Subordinates need not appear in the Divisional Cash Book. The account should be placed in the Post Office Savings Bank.
 - 18.9. A security deposit taken from a Government servant shall be retained for at least six months from the date when the incumbent vacates the post, after which period the security deposit may not be retained by the authority in the Forest Department, Arunachal Pradesh.
 - 18.10. The departmental authority authorized to accepted security shall, while returning any security, invariably obtain acknowledgement of the due person, properly executed and witnessed having been set forth the full particulars of the security.
 - 18.11. The C.F. and the D.F.O. have been authorized to accept security under GFR 274.
19. Service Books:-
- 19.1 Service Books are required to be opened and maintained for the staffs who are employed on the permanent establishment as well as on temporary establishment on regular basis. Service Books should be seen by the Head of the office as and when any entry is made therein.
20. Annual Confidential Reports:
- 20.1 The Annual confidential reports regarding all Government officials will be initiated and submitted to the next higher authority for each financial year by 30th April as per instructions communicated from time to time.

21. Annual Property Returns:

21.1 These will be submitted by all Class-I and Class-II officers annually in the prescribed form.

22. Conduct of officers:

22.1 The rules governing the conduct of all officers and staff except the officers belonging to Indian Forest Service will be as per Central Civil Service (Conduct) Rules, 1964.

23. Uniform for executive staff:

23.1 Forest Rangers, Deputy Forest Rangers, Foresters I and II, Forest Guards and Forest Watchers of the Arunachal Pradesh Forest Department shall be supplied with uniform at Government expense for use while on duty as per details given in Appendix-X. The staff should keep the uniform neat and clean to look smart while wearing it. Such uniform shall remain the property of the Government and may under no circumstances be sold, bartered or misused by the staff. The articles of uniform of the staff who resign or is dismissed or die must be returned to the Government (DFO) concerned if its prescribed period of life has not expired.

CHAPTER – III
MANAGEMENT AND WORKING OF FORESTS

24. The Forests:

24.1 The forests of Arunachal Pradesh viz. 51,540 sq.Kms were notified as Reserved Forests, Protected Forests, Village Forests, Anchal Reserve Forests and Unclassed Stated Forests. The are under each of these categories as on the 1st April, 1978 was:-

Reserved Forests	-	8,322 sq. Kms.
Protected Forests	-	206 sq. Kms.
Village Forests	-	147 sq. Kms.
Anchal Reserve Forests	-	160 sq. Kms.
Unclassed State Forests	-	42,765 sq. Kms.

25. Reserve Forests:

25.1 The Notification under Section 17 of the Assam Forest Regulation VII of 1891 declaring that a certain area will, on a fixed date, become a reserved forest, is published in the Arunachal Pradesh Gazettee, and the boundaries of the reserve so created, the rights admitted at settlement, and the date on which the Notification will come into force, are detailed therein. Copies of such Notifications and of all Notifications which have been issued under Section 17 should be kept for each Forest Division in a bound volume to be called the Register of Reserved Forests, and each Notification should be numbered consecutively, according to the date on which it taken effect. Several pages of the register shall allotted to each reserved forest so as to afford space for additions and corrections. A sketch map on a small scale should form part of the record of each reserve.

25.2 All subsequent orders sanctioning changes, in the constitution of any reserve, as well as all orders under section 20 of the Regulation, granting further rights within the reserve, should embodied in the same volume under the reserve to which they relate.

25.3 The Register of Reserved Forests will be maintained in each Divisional Forest Office and copied will be maintained in the office of the Conservator of Forests and in the office of the Chief Conservator of Forests. The numbering of notifications in each Division will be done by the Divisional Forest Officers and will be communicated by him to the Chief Conservator of Forests.

26. Proposed Reserve Forests:

26.1 A register giving detail of the proposed Reserve Forests will be maintained, giving the name of the proposed Reserved Forests, location, area and its year of constitution. The Proposed Reserved Forests are constituted in accordance to the provisions of chapter-II of the Assam Forest Regulation. VIII of 1891.

27. Village Forests:

27.1 A register giving the details of the village Forests will be maintained giving the name of the village forests, location, area and its year of constitution. The village forests are constituted in accordance to the provisions of Chapter. III of the Forest Regulation, VII of 1891.

28. Anchal Reserve Forests:

28.1 The Constitution of Anchal Reserve Forests is governed by the provisions made in the Act, Arunachal Pradesh Anchal Reserve Forests (Constitution and Maintenance) Act, I of 1976 and the rules made thereunder. A register indicating the details of the Anchal Reserve Forests constituted from time to time should be maintained.

28.2 For constituting on Anchal Reserve Forests, the Anchal Samity concerned, in the first instance, has to pass a resolution giving their willingness for the constitution of a particular area of forests into an Anchal Reserve Forests. On receipt of this resolution, action for its constitution is initiated as per section 3 of the said Act.

29. Unclassed State Forests:

29.1 Though the area of Unclassed State Forests is said to be 42,765 sq.km, no reliable date is available. Proposals to survey and demarcate these forest areas are under consideration of the Government. These forests are governed by the Balipara/Tirap/Sadiya Frontier Tract Jhum land regulation, Nos. III, IV and V of 1947 and the other notifications issued by the Government from time to time.

30. Maps:

30.1 In each Division, the following maps will be maintained and one or more copies of each should be mounted in book form:-

- (i) A Divisional Forest reference map in the scale of 1: 25,000 showing all reserves, roads, forest buildings and stations, range divisions and other items pertaining to the administration of the forests.
- (ii) A Range Forest reference map, posted as above, but in greater detail, and showing names of hills and streams, minor forest stations, such as 'Forest Guards', 'Foresters' headquarters etc.
- (iii) Separate maps for each reserve, showing topographical features and all enclosures, rights way, forest roads and stations, compartment and coupes lines, names of hills, streams etc. reserves that adjoin one another may, if desirable, be shown on one and the same sheet.
- (iv) Separate working circle maps on such scale as may be found suitable in each case.
- (v) In the case of items (ii) and (iii) above the scale of the maps, not supplied by the survey of India, must vary according to requirements, the ordinary scale being 1:25,000.

30.2 It is the duty of the Divisional Forest Officer to see that any alternation of boundaries, enclosures, all new roads and buildings, camps etc., are promptly entered in the headquarter maps, from which the range and other maps, must be posted annually.

30.3 The Divisional Forest reference maps should be corrected annually upto 31st march, and will be forwarded to the Conservator of Forests before the 1st May following the maps in the office of the Chief Conservator of Forests and Conservator of Forests will then be correctly posted and the Divisional maps be returned.

30.4 The rules for the registration and storage of maps in Divisional Forest Office are given in Appendix-XI.

31. Annual Plan of Operations:-

31.1 At a convenient period before the date fixed for the submission of the budget, the Divisional Forest Officer shall prepare, an Annual Plan of Operations for the next ensuing financial year. This annual plan, should be prepared as per proforma prepared from time to time, separately for Plan and Non-Plan activities.

- 31.2 The Plan of operations should deal with each Range separately.
- 31.3 The annual plan of operations should be in consonance with the Working Plan in so far as extraction of forest produce and creation of plantations and other developmental works as may have been provided in the Working Plan. Where no Working Plan exists, the annual plan of operations should be based on general principles of conservation and scientific management to increase its productivity. It is important to fix maximum yield and this limit should not be exceeded without the approval of the Conservator of Forests.
- 31.4 The Divisional Forest Officer shall submit the Plan to the Conservator of Forests and the later should submit the same to the Chief Conservator of Forests. After the plan is approved by the Government, allocations will be made by the Chief Conservator of Forests to the Conservator of Forests who in turn allot funds to the Divisional Forest Officers. The Divisional Forest Officers will make Range-wise distribution of funds under different scheme.
- 31.5 The plan of operations must contain detailed rates for all proposed ordinary expenditure and the approximate anticipated cost of all capital work proposed, under Plan and Non-Plan activities.
- 31.6 The budget will be framed upon the basis of the annual plan of operations.
- 31.7 The responsibility of carrying out the plan of operations will rest entirely with the Divisional Forest Officer. No deviation from plan may be introduced without the sanction as provided above.

32. Working Plan:

- 32.1 A 'Working Plan' is a written document sanctioned by proper authority for the systematic treatment of a forest, the object being to ensure continuity of action by officer-in-charge and also to provide for the improvement of the growing stock while working out what represents the average annual increment in an orderly and economic manner.
- 32.2 As far as possible, a working plan should deal with all the forests situated in one locality and the entire area of each forest in the locality, usually consisting of a forest division. It shall be divided into working circles as may be necessary. When a working plan deals with more than one working circle, special prescriptions for the method of treatment to be adopted in each working plan. It should also deal with the Five Year Plan schemes taken up and proposed to be taken up in the Forest Division.

- 32.3 A 'Working Circle' is, as a rule, an area subjected to one and the same cultural treatment, by which it is proposed to exploit the forest separately, by means of distinct series of operations. Exceptionally where the composition and distribution of the crop render this advisable, a working circle for which a definite method of treatment is prescribed may overlap portions or the whole of other working circles for which other distinct methods of treatment are prescribed.
- 32.4 'Block' are main divisions of a forest and should be indicated by local names. Their boundaries may conveniently be made to coincide with those of administrative charges such as, ranges, Beats and sub-Beats.
- 32.5 'Compartments' are smaller divisions. Where a forest is divided into compartments, their boundaries should be either natural features, such as streams, spurs or ridges or existing land marks- such as roads, ridges, fire-lines etc. They should be indicated by Arabic numbers.
- 32.6 A 'Coupe' is the area of forest set aside to be felled in a single year and may or may not constitute a permanent sub-division of the forest. It should be indicated by Roman numbers.
- 32.7 A Working circle may comprise according to convenience of working one or more series of Coupes.
- 32.8 A 'Felling Series' is an area comprising a complete series of coupes, each felling series being worked independently of the others.
- 32.9 A 'Working Plan Officer' is an officer of the rank of a Deputy Conservator of Forests responsible for drawing up or revising of working plan and specially appointed for the purpose.
- 32.10 Before a Working Plan is commenced, however, the 'location of the working circle' or circles to be dealt with must be roughly settled, (and at this stage the Deputy Commissioner's opinion and wishes shall be put on record in writing, specially on the provision of areas for grazing or browsing and for supply of local requirements in timber, fuel, etc.).
- 32.11 After the 'location' of the working circle or circles has been settled, the working plan officer shall prepare "Working Plan Reconnaissance Report" i.e. a careful inspection of the Forest followed by a report containing:-
- i) a short description of the area of the forest for which it is proposed to prepare working plan.
 - ii) short notes on previous working, management and reproduction;
 - iii) remarks on demand which exists or may be expected.
 - iv) a general outline of the proposals to meet the demand for grazing and forest produce, indicating therein and on a map the working Circle or working Circles to be formed.

- v) General proposals as regards the accuracy and details required for the preparation of the working plan, whether valuation surveys will be required and if so, in what degree of detail with the method of treatment to be adopted, and whether the portion of the working plan which relates to silvicultural treatment is to be based on area, material with area or material with area or material only.
- 32.12 This Working Plan Recommendation Report shall embody the view of the Deputy Commissioner is regard to the provision for grazing or other local requirements and shall be submitted to the Chief Conservator of Forests, through the Conservator of Forests concerned. The Chief Conservator of Forests will pass orders on the several points raised and return the report to the Working Plan Officer for elaboration and completion of the Working Plan.
- 32.13 The working plan shall then be drawn up and submitted to the Chief Conservator of Forests through the Conservator of Forests concerned. The Chief Conservator of Forests will accord sanction to it and may consult the Inspector General of Forests whenever necessary with regard to any Working Plan.
- 32.14 The Working Plan shall as far as possible or necessary be drawn up on the following lines:-

INTRODUCTION

Part – I

SUMMARY OF FACTS ON WHICH THE PROPOSALS ARE BASED.

Chapter I :- The tract dealt with.

Name and situation,
Configuration of the ground,
Geology, rock and soil,
Climate,
Water supply,
Distribution and area,
Survey and maps,
Legal position,
Right and concessions,

Chapter II – The Forest.

Composition and condition of the Crop.

Injuries to which the crop is liable.
Tribal People.
Wild-Life.

Chapter III – Utilization of the Produce.

Agricultural customs & wants of the population,
Markets and marketable products,
Lines of export,
Methods and exploitation and their cost.
Past and current prices.
Forest Industries.

Chapter IV – Staff & Labour supply.

Staff.
Labour supply.

Chapter V – Past systems of management.

General history of the forest,
Past systems of management and their results,
Special works of improvement undertaken,
Past yield,
Post revenue and expenditure.

Chapter VI – Statistics of growth & yields.

Statistical data of growth and yield including allotment to quality classes, mean annual increment, current annual increment, yield tables etc. An estimate of capital value of the forests shall be given.

PART – II

FUTURE MANAGEMENT DISCUSSED AND PRESCRIBED.

Chapter 1 – Basis of proposal.

General objects of management and brief statement of treatment required to secure them will be:-

- (a) the attainment of the normal forests and the establishment of normal regeneration.
- (b) The silvicultural requirements of the species dealt with;
- (c) Attainment of progressively increasing yield of timber and other forest produce.
- (d) The conservation and improvement of the soil and water.

(e) Conservation and improvement of environment & factors.

Methods of treatment to be adopted. Working circles, their area and distribution reasons for their constitution.

Period of working plan and necessity for intermediate revision.

Chapter – II – Working Plan for working orders.

General constitution of circle and character of the vegetation.

Division of the area.

Analysis and valuation of the crop.

Method of treatment (exploitable size, choice of species, silvicultural system, calculation of the rotation, division into periods, allotment to periodic blocks felling cycle, calculation of the yield).

Method of executing the felling.

Tabular statement of felling to be made.

Subsidiary silvicultural regulations, (sowing, planting, weeding, cleaning, thinning and supplementary fellings).

Other regulations (grazing, protection, exercise of rights and privileges, collection and record of statistics, and control including forms, records and maps, as required here or generally).

CHAPTER FOR ALL OTHER WORKING CIRCLES.

Miscellaneous regulations (prescribed & suggested)

Roads and other export works.

Improvement of waterways and water supply and methods of exploitation.

Development of forest industries.

Buildings.

Maintenance of boundaries.

Survey and maintenance of maps.

Tribal welfare.

Wild life management.

Chapter.

Establishment and labour.

Chapter

Financial forecast and cost of plan.

Chapter

SUMMARY OF PRESCRIPTIONS

Control Forms and Records

Appendices

Only those appendices required for the elucidation of the plan should be provided.

- 32.15 The year for which operations are prescribed will be the financial year.
- 32.16 The amount of details required in the compilation of the Working Plan will depend upon the demands which are made on the forests, the nature and value of the produce removed from them, and other purposes which they are to fulfill. The schedule of headings provided above is intended as an instruction for the preparation of important working plans. For less important plans and for temporary schemes, only a selection from the headings is required.
- 32.17 Where the demand exceeds or even equals the possible outturn (yield) working plans must be prepared with the greatest accuracy, and everything must be arranged so as to obtain the highest outturn which the forest is capable of returning under the most careful management. Where, on the other hand, the demand is as yet below the ordinary capability of the forest, a more simple and expeditious procedure may be followed.
- 32.18 With a view to bringing all important forests, for whose produce a demand exists or is likely to arise in the near future under systematic management as soon as possible, the first working plan may be drawn with a simple description and based on such data as may be readily obtainable to be succeeded by more accurate plans as the detailed information required for their preparation become available.
- 32.19 The Working Plan Officer will be responsible for the accuracy of the statistical information it contains, provided that in cases where the condition are such that the collection and record of such information can safely be entrusted to his subordinates, the names of such subordinate shall be mentioned in the working plans report. The Working Plan Officer must, under any circumstances, make a personal inspection of all portions of the area dealt with, which it is proposed to exploit under the provisions of the plan and satisfy himself that all information, however collected in respect of such portions is accurate.
33. Deviations from Working Plans.

33.1 When Working Plan has received the proper sanction, no deviation shall take place from its prescriptions with the following exceptions, and under the following authority:-

- (i) Slight deviations not amounting to a revision adopted, in deficit of prescribed working either materials, or area, may be sanctioned by the Conservator for Forests and will subsequently report the matter to the Chief Conservator of Forests. Considerable or continuous deviations in deficit require the sanction of the Chief Conservator of Forests.
- (ii) Working in excess of the prescribed amount may be sanctioned by the Conservator of Forests. When such excess, either of materials or area, is caused by the accumulation of balances due to deficit working in previous years. In any other case of excess working, the sanction of the Chief Conservator of Forests is necessary.
- (iii) For changes in the character or principles of working, the sanction of the Chief Conservator of Forests should be obtained; but the Conservator of Forests should be obtained; but the Conservator of Forests may act in anticipation of such sanction in the case of fire or any sudden accident necessitating a change of Plan.

33.2 All proposals involving deviation, which requires the sanction of the Chief Conservator of Forests under this section, shall be submitted to the Chief Conservator Forests by the Conservator of Forests.

33.3 The revision of a working plan requires the same formalities as the original preparation of a working plan.

34. Control Records:

34.1 For the control of all forest areas under a Working Plan, the control records to be maintained in the Divisional Forest Office will be control book, control journal, record of work and control map.

34.2 Control Book:- This record shall ordinarily be maintained for each working circle and shall be written up annually. The objects of the control book are:-

- (i) to compare the actual exploitation of the year (such as felling, girdling, extraction of minor produce and grazing) with the prescriptions of the working plan.

- (ii) to record the yield of timber and other produce.
- (iii) In the event of the area of quantity of material exploited in any year being less than that prescribed in the working plan, to provide for the bringing forward year by year of the balance still available for exploitation, until it is exploited or written off by the competent authority.
- (iv) In the event of any exploitation in excess (whether of material or area) of prescriptions of the plan, to provide that such excess shall unless orders to the contrary are issued by competent authority, be deducted from the quantity prescribed for exploitation in future years.

NOTE:- When prescription of the working plans are by sub-periods and not by years, these instructions should be applied accordingly.

34.3 Control Journal:- These are registers in which are recorded all noteworthy occurrence, having bearing on the management the improvement of the forest, more particularly the state of the reproduction of the more valuable species and on the suitability or otherwise of the system of management prescribed in the working plan. The main object of the journal is to record observation on the spot and information not obtainable from prescribed forms. The information should be limited to observations made in the field and should be signed and dated. The unit of area for which the control Journal should be maintained when not laid down in the Working plan itself, should be fixed by the Chief Conservator of Forests, and it is of great importance to ensure continuity and unit of area once fixed should not be changed without the fullest consideration.

The journal must be written up by the Divisional Forest Officer himself or by one of his Gazetted Assistants. The information should be indexed under the headings 'prescribed in each working plan'.

34.4. Record of Works:- This is a brief record to be written up annually for each working circle for all works carried out in connection with the construction and repair of communications and buildings, wells and tanks and in connection with demarcation, sowing, planting, thinning, weedings, and other forest operations when they are distinct from the main exploitation operations prescribed in the working plan. To provide for a record of operations not definitely prescribed in the working plan, the record of works should, when necessary be divided in the following manner and kept up accordingly.

- i) Prescriptions of the working plan.
 - ii) Measures suggested in the working plan.
 - iii) Measures neither prescribed nor suggested in the working plan but carried out during the year.
- 34.5 Control Maps:- A map showing the result of fire protection operation will be prepared and maintained in such a manner as the Conservator of Forests directs. In addition, maps showing the progress of fellings, girdling, artificial reproduction and silvicultural operations will be maintained as prescribed in the working plan.
- 34.6 The control of the duly carrying out of the prescriptions of working plans rests with the Conservator of Forests who may fix the due date for each division by which the Divisional Forest Officer should submit the yearly returns in duplicate. The returns shall consist of:-
- (a) An abstract of Control Book.
 - (b) An abstract of Record of works.
 - (c) Copies of the entries made during the year in the Control journal.
- 34.7 The Conservator of Forests will, as soon as possible after the necessary check has been carried out, submit to the Chief Conservator of Forests a copy of the statement comparing the actual with the forecast in the working plan.
35. Codes, Regulations and Rules.
- 35.1 At the time of constitution of the NEFA Forest Department (as was known then) in 1948, the Adviser to the Governor of Assam for Tribal areas in Notification No.FOR/4/4/48/7-A dated 1st May 1948, ordered that the various codes regulations and rules in Assam Forest Department shall apply to the NEFA Forest Department vide Appendix-XII. Accordingly, the Assam Forest Regulation, VII of 1891 and the various codes, regulations and rules of Assam Forest Department are followed till they are replaced by new ones framed by the Government.
- 35.2 The provisions of Wild Life (Protection) Act, 1972 and the Arunachal Pradesh Anchal Forest Reserve (Constitution and maintenance) Rules,

1976, made there under shall be enforced to protect the wild life in the State. A State Wildlife Board has also been constituted and it holds its sittings from time to time.

CHAPTER – IV

ACCOUNTS

REVENUE – A

36. Fellings, Gross Yield, etc. –

36.1 All trees to be exploited must be marked and measured before felling, the measurement being recorded in tree marking form No.38 & 46 – vide Appendix XIII. The produce of all fellings that appear in form No. 1 or No. 6 or No. 8 vide Appendix XIII.

36.2 The gross yield of the forest is the total volume in 'Cubic metre' sold or quantity of all produce felled or cut, whether removed and utilized or not. The 'Outturn' or net yield comprises such operation of the gross yield as has been or will be utilized.

36.3 No timber or other forest produce can be removed from the forests except on payment of its value in full prior to or at the time of delivery, as per rules.

36.4 Sales to the public departments with whom accounts are adjusted by book transfer may be exempted from this rule subject to the Rules in force.

36.5 All items of revenue, including those like timbers operated departmentally, drift timber, and sized properly shown in Form Nos. 1,2,3, respectively vide Appendix-XIII. The revenue not fully realized during the month will be entered in detail in Form No.7 – Vide Appendix-XIII (outstandings on account of revenue), the date of original permit or purchase being shown in the 'remark column'. The return for March in each year will be accompanied by a brief plantation of the circumstances under which each item of revenue that has been outstanding for 12 months remains unadjusted.

36.6 If any outstanding revenue becomes irrecoverable, sanction should be obtained to its being written off; and when this sanction is received, the amount should be entered in Form No.7 in red ink, in the column 'Recoveries during the months, a reference being made to the sanction under which the entry is made. The position should be reviewed at the end of every financial year and during the inspections of the Divisional Forest Office by the Conservator of Forests.

37. Timber etc., collection by Government Agency.

37.1 The yield of all fellings by Government Agency will be shown in Form No.1, wastage due to sawing should also be shown in this Form in order to calculate the percentage.

- 37.2 For the purpose of working by Government Agency depots for the reception of timber of all categories like logs, beams, scantlings, planks, poles, etc. will be established and classified according to the exigencies of the locality.
- 37.3 In each depot, a 'Register or Receipts' will be maintained in such Form as may be ordered by the Chief Conservator of Forests and these all stocks such as logs, beams, scantlings, planks poles, etc. will be entered as soon as these arrive from the forest or another depot. A similar Register of Disposals will be maintained showing the sale of the stock or its dispatch to another depot.
- 37.4 An abstract of all entries made in the 'Subsidiary Stock Returns' during the month will be written up by the Depot Officer in Form No.1 in which will be entered all stocks which arrive sold or otherwise disposed off during the month. Separately, entries will be made in this Form under head (a) converted timber, (b) timber in the log, (c) other forest produce including fuel, bamboos, etc.
- 37.5 All logs, beams, scantlings, planks, poles etc. on reaching a depot, will be measured and marked in such manner as may be ordered by the Chief Conservator of Forests/ Conservator of Forests. A number of measurements, both as the case may be, of the logs, beams, scantlings, planks, poles, etc. must be entered duly in Form No.1 as they are taken charge of.
- 37.6 Cubic contents of sawn and round timber should be computed from the prescribed volume table logs being measured to the nearest 10 cms. In length & 2 Cms. In girth. Logs, beams, scantlings, planks, poles etc. sold will be marked with a sale hammer.
- 37.7 A bill book must be used for sales of timber and other produce from depots. A bill in Form No.18 vide Appendix-XIII may be given to the purchaser one copy to be forwarded to the Forest officer, and the counterfoil copy to form the depot copy. The purchaser should be required to endorse the counterfoil in the bill book with the words 'Received the Timber or other produce noted on the reverse'.
- 37.8 A Receipt Book in Form No. FD 19 vide Appendix-XIII must also be used for money received from purchaser, one copy being given to the purchaser. Receipt for Revenue must not be given on plain paper.

- 37.9 The stock at sale depot must be checked periodically at interval of not less than 6 months, the depot books being balanced at the time of counting. A special report for each taking of stock must be submitted to the Chief Conservator of Forests/Conservator of Forests, after drawing up inspection Notes in Appendix-XIV.
- 37.10 Form No.I will be submitted monthly from each depot to the Divisional Forest Officer who will prepare a summary from the returns submitted in Form No.I for each depot. Each description of produce will be grouped together and the numbers and quality will be shown separately. The receipts and disposal will be shown separately for each depot under Heads (a), (b) and (c) as referred in para 37.4 above.
- 37.11 Where drift timber operations are in vogue, return in Form No.2 will be submitted monthly showing stock, receipts and disposals as well as sale of produce and the items sold during the month with their sale proceeds will be shown in a columns 8, 9, 10 and 11 of this Form.
- 37.12 All transactions of timber and other produce removed by Government Agency, bearing in the Form No.I necessitating payments appear in classified abstract of expenditure (in forms prescribed in Accounts Code Vol.III) of the same month and vice versa.
- 37.13 Whenever the expenditure on account of a particular item of produce is charged in a month subsequent to that to which this particular produce was brought on to Form No.I reference to Form No.I of that month in which the produce was shown, should invariably be made in the remarks column of the classified abstract of expenditure.
- 37.14 If any transaction appears in Form No.I during the month, and the expenditure on account of the same cannot be charged off in the same month, the reason for the absence of the entry in classified abstract should be briefly recorded in the 'Remarks column of the Form No.I against the item, noting at the same time, the month in which it will be charged.
- 37.15 When the entries made in the classified abstract and Form No.I in respect of particular transaction do not correspond, all discrepancies should be explained against the entry or entries in Form No.I.

- 37.16 The monthly timber and sale returns received from the Divisional Forest Officers will be arranged to be scrutinized by the Conservator of Forests and the entries compared with the transactions shown in classified abstract of revenue and expenditure, the opening & closing balances carefully checked and the Divisional Forest Officer's attention drawn to any discrepancies which may be noticed.
38. Sale of standing timber and other produce direct to purchasers or Contractors.
- 38.1 For all the timber or other forest produces sold from a depot or a permit or pass must be given before such produce may be removed by the purchasers. The permit or pass will be issued in Form No.FD 24 – vide Appendix-XV, unless otherwise modified by the order of the Government. Permit or pass Forms will be supplied in triplicate in bound books, and bear printed serial No. and the words counterfoil, 'Duplicate' and Triplicate', All amounts in rupees shall be written in words as well as in figures.
- 38.2 All timbers sold and removed from forests by purchasers will be affixed with traders property hammer mark before removal from the forests. Such property hammer will have to be got registered by making an application to the Divisional Forest Officer concerned. The application should bear at least three specimen symbols of the property hammer, one being approved by the Divisional Forest Officer after verifying them with the property hammer register to avoid resemblance of any property hammer of any particular purchaser with that of another. After approval of the hammer impression by the Divisional Forest Officer the purchaser should get it registered on payment of registration fee Rs.50/- (Rs.25/- in case of Arunachal Pradesh tribal) for which a registration certificate in prescribed form No.28-A vide Appendix-XIII will be issued by the Divisional Forest Officer and entered in the Register Form No.30-A vide Appendix-XIII and the said certificate will remain valid for 3 years from 1st April proceeding the date of its first registration in whatever Division it may have been issued or being used.
- 38.3 In the case of prepaid permits, the Officer issuing the permits may received either cash or a receipted treasury challan. A duplicate permit shall be given to the purchaser, the triplicate shall be attached to the monthly accounts, and the bound counterfoil be kept by the issuing Officer.

- 38.4 In case where timber is marked with the sale hammer on passing revenue stations or where forest produce leaves the limits of the forest, the officer marking such timber or passing such forest produce should either endorse the duplicate permit or exchange them for transit passes as laid down in the rules on the strength of such permits. The transit pass should be issued in Form No.FD 25 vide Appendix-XIII. In the case of exchanging permit with transit pass, the officer marking such timber or passing such forest produce will forward the exchanged permits to the issued and returned permits signature or authority they were issued and returned permits will be pasted on the bound books, each against its counterfoil.
- 38.5 In the case of trade permits, the duplicate shall be given to the permit holder and the triplicate be sent to the officer empowered to mark and pass the produce on payment of the revenue due and then the payment has been effected (which may be done by cash or receipted treasury challan). The officer receiving both the duplicate and triplicate permits will return them after entering the number of the pass, permit or receipt Form issued and the value, in his Register. One of these should be pasted into the permit book of issuing officer against its counterfoil and the other submitted as a revenue voucher to the accounts of the issuing officer.
- 38.6 The books or permits should be periodically examined by the Divisional Forest Officer the returned permits being checked with their counterfoils and the entries of the amounts realized in the cash book of the officer who issued the same, and an explanation called for as regards any permit missing unduly delayed.
- 38.7 All timber or other produce cut, collected, and removed from the forest by consumers and purchasers will be entered in monthly statement prepared in Form No.6 which will show the sales, which are under appropriate revenue heads as may be prescribed from time to time and arranged and totaled in horizontal lines according to special heads.
- 38.8 When leases are granted for certain fixed purpose to collect produce like timber, bamboo, cane, etc. and the royalty payable in instalments for which an agreement should be executed, an estimate should, whenever practicable be made to the quantity should be shown in Form No.6 also appropriately. When such transactions are important and numerous, a register will be opened in such Form as the Chief Conservator of Forests/Conservator of Forests may direct. A copy of the agreement to be executed for leases of timber, bamboo, and cane are given in Appendix-XV to XVII respectively. In case of wood-based industries, long term bases for extraction of timber are given. A copy of the agreement for such bases is given in Appendix No.XVIII.

38.9 When the office of the produce entered in column 6 is only partially realized or not realized at all, the number and date of the Conservator's sanction for deferring realization should be noted in the 'Remarks' column in each where the price of the produce exceeds Rs.5,000/-.

38.10 An advances royalty paid at the time of taking out the permit will lapse to the Government with the lapsing of the permit, unless application for extension having been made to the Divisional Forest Officer within one month from the date of expiry and the extension is sanctioned by him. This in no way implies when the Divisional Forest Officer is bound to grant any extension of time whatsoever. All advance royalties as referred to above should be entered in advance royalty register in prescribed Form No.FD 43 vide Appendix-XIII.

39. Seized timber and other forest produce

39.1 A return 'Form No.3' of forest produce and property seized and disposed of during the month, in accordance with the forest law or rules in force, will be submitted monthly with the Range Officer to the Divisional Forest Officer. An Abstract of these returns, in the same form will be forwarded monthly by the Divisional Forest Officer to the Conservator of Forests.

40. Free Grants.

All free grants will be entered in a register in prescribed Form No.FD 8 vide Appendix-XIII.

41. Disposal of Public Works Department road side timber.

41.1 Trees and other forest produce from lands reserved for roads by Public Works Deptt. Shall not be cut down or removed for the use of that Department or its contractors. Their disposal rests with the Forest Department. Cutting down of trees constituting potential danger to the traffic using the road or interfering with the proper drying of the road surface can be ordered by an Executive Engineer or by a Sub-Divisional Officer a copy of the order being sent to the Divisional Forest Officer concerned who will be responsible for the disposal of the timber. When it is desired to have trees or bamboos growing on roadside land cut down and such trees are salable. They should be marked for selling and the local forest officer requested to sell them as they stand for felling and removal within a fixed period. This will also apply in cases where anyone can be found to fell and remove the timber without payment for the same of obtaining the timber. In the case of trees, etc. being unsalable, or the Forest Department being unable to arrange for their removal, without payment, the local forest officer should inform the Public Works Department within a reasonable time, say one month and the Public Works can then make the best arrangement it can for their removal.

42. Marking Hammers.

- 42.1 Marking hammers will bear a design relative to their use, the distinctive letter showing the division in which they are being used and the number of hammer itself.
- 42.2 The loss of a hammer should immediately be reported to the Conservator of Forests and no new hammer should bear the same number as the lost hammer.
- 42.3 If possible, not more than one officer should be allowed to mark in any one coupe and such officer will be responsible for the marking done by him, his hammer being locked away in Divisional Forest Officer when not in his custody.

B. Expenditure.

43. Revenue and Capital Expenditure.

- 43.1 Expenditure is incurred as plan or Non-Plan Expenditure, under both these items, the expenditure is classified as either 'Revenue' or 'Capital', 'Capital' expenditure includes the following:-

- (a) Acquisition of land and compensation for extinction of forest rights. The cost of forest settlement including surveys by professional agency and demarcation of newly acquired land and the planting up of the same.
- (b) Construction of roads etc. and bridges thereon, houses, sawmills, factories and any operations connected with the diversions of streams or rivers, equipments and machineries for above works.
- (c) Purchase of livestock, stores, etc.

- 43.2 Revenue Expenditure covers all items other than capital expenditure.

44. Cash Accounts.

- 44.1 The main rules for Forest Department Accounts of money transaction are contained in the Accounts Code Vol.III published by Government of India. The General Financial Rules 1956 are applicable to the Forest Department.
- 44.2 The following rules are supplementary to them:-

- I) The responsibility for the effective check and control of Divisional Forest Accounts both in respect of revenue and expenditure rests on Divisional Forest Officers.
- II) Conservator of Forests and Divisional Forest Officers are authorized to declare as disbursing officers, such Forest subordinate and others, such as Forest Veterinary Assistant Surgeon and others who may be required to handle and disburse money in the interests of the Department.
- III) Every Officer who is authorized to receive and disburse Government money will keep his accounts in a bound cash book in Form No.1 vide Appendix XIX in which he will enter all money transactions as they occur. Sufficient details will be given in the column 'Particulars', to admit of the main points of each transaction being readily ascertained without reference to the detailed vouchers. The Cash book will be closed monthly.

All accounts must be kept in the most regular and open manner. All receipts, disbursement, and charges of whatever sort connected with the public service must be clearly shown in the cash book, and no irregular or separate accounts permitted – vide Accounts Forms in Appendix – XIX.

Cross references should be made wherever possible to facilities check, e.g. chalans should show the item number in the Range or Divisional Accounts with which they are submitted and the cash book entry should give the number and date of the chalan as well as the amount.

- IV) A cheque received from a private individual in payment for timber etc., sold should not be treated as 'Cash' and its amount should not be credited in the accounts until it has been cashed.
- V) Cheques drawn for the purpose of remittance revenue to treasuries should be made payable to 'Self' and endorsed 'Received payment by transfer Forest Revenue under Head of Service'. Separate cheque may be drawn up for each range or one cheque may be issued for the whole Division as is most convenient.

The current expenses of Divisional officers may not however be disbursed from revenue and a separate cheque should be issued for the pay, etc., of office establishment.

- VI) As regards defalcation, or loss of public money or fraud in connection with the revenue from timber or other forest produce discovered, the fact should be immediately reported to the Conservator of Forests and to the Accountant General for further directions.

45. ADVANCES TO CONTRACTORS.

- 45.1 Divisional Forest Officers are authorized to make advance to Sawing Sirdars and carting sirdars employed for sawing and removal of timber up to Rs.2,000. Any advances exceeding Rs.1,000 should be reported to the Conservator.
- 45.2 Advances to Contractors other than sawing and carting sirdars is limited to Rs.30 in each case.
- 45.3 When an advance is recovered (wholly or partially) from a Contractor, either by work done or in cash, a receipt in Form No.50 vide Appendix – XX must be given for the amount recovered.

46. CHECK OF ACCOUNTS.

- 46.1 The principal duty of the Accountant of the Divisional Forest Office is the incorporation of Range Accounts into one consolidated account which is submitted monthly to the Accountant General. The office of the Accountant General does not see the Range Accounts, so that the responsibility for their proper check and incorporation rests entirely with the Divisional Forest Officer.
- 46.2 The Divisional Cash Account abstracts the Range Accounts into four heads:-
- a) Advances on account of expenditure by disbursers.
 - b) Recoveries of these advances by expenditure on work done by Forest Rangers, etc.
 - c) Revenue collected by Forest Rangers.
 - d) Revenue remitted by Forest Rangers.
- 46.3 On receipt of a Range Account, the Accountant will balance each such account by endorsing the following abstract in lump sum totals:-

Dr.	Cr.
Opening balance of 1st Revenue (if any) received.	Expenditure charged off on work done.
Advances received from Divisional Office.	Revenue (if any) remitted
Recoveries of excess payments (if any)	Closing balance on 31 st .

If these are totalled for all Ranges and the Divisional headquarters accounts added, the result should agree the cash Book in Form No.5.

46.4 The Forest Range Accounts must be compared with the abstract of entries in the Contractors 'and Disbursers' Ledger. If the Forest Range Accounts discharges with the entries in the ledger abstract, the Forest Range Officer will at once be addressed.

46.5 Check of revenue also entails the checking of payments due by leases or purchasers who are paying for forest produce by installments. The Divisional Officers will every month inspect the register in which such installments are written up and subsequent payments entered from time to time. The Divisional Officer's attention must be drawn to cases of installments which become overdue, so that he can take action for their recovery. Other items include the realization of compensation for forest offences.

46.6 Divisional Forest Officers should from time to time compare copies of Range Accounts submitted to the head office with the originals in Range Offices when opportunity occurs during their tour. Cases have been known in which such copies have been altered by clerks at headquarter without intimation having been given to the Forest Ranger concerned. Any discrepancy is likely to be a loophole for fraud.

46.7 The Head Clerk's Cash Account should be carefully compared with entries in the Divisional Accounts.

46.8 As regards check of subsidiary forms required by the certificate at the foot of the cash book, although any discrepancy would soon be brought to notice in the Accountant General, it is as well as to see that the following items in the Divisional cash book agree with the register concerned, namely:-

- a) "To cheques drawn" –
Figure should agree with these in column 4 of the register of cheque.
- b) "By amount of advances made, etc." – Figures should agree with totals of column 11 of Ledger Abstract.
- c) "To recoveries from disburses, etc" –
Figures should agree with totals of column 7 of Ledger Abstract.
- d) "By expenditure charged, etc." –
Figures should agree with totals given in Abstract of Expenditure in Form FA 5 vide Appendix – XXI.
- e) "To revenue received" –
Figures should agree with totals of Form FA 5 Revenue.
- f) "By revenue paid into Treasuries" –
Figures should agree with totals of schedule of Remittances.

Note:- It frequently happens, however, that owing to dates of payment in Range Accounts not agreeing with these in Treasuries, a Memorandum of adjustment has to be drawn up. This should be checked with accounts of previous months.

46.9 The following forms should also be compared for purposes of agreements. Total of Form FA 5 Revenue should equal total of figures in Form No.6 (Revenue received from purchasers) plus total of Form No.1 (Depot sales account) plus total of Form No.2 (revenue from drift timber) plus total of Form No.3 (revenue from seized property) plus total of receipts under V (a), and V (b) (compensation on account of forest offences, etc.).

46.10 Divisional Forest Officer must keep control of expenditure and see by personal inspection while on tour that work charged for has been duly executed.

46.11 Neglect of the following points often leads to unnecessary correspondence:-

Form No. FA 5:-

- a) Sufficient details should be given in column 3 to enable the charges to be at once understood and checked.
- b) The authority for charges lying outside the powers of sanction of the officer submitting the accounts should invariably be quoted in the "Remarks" column.
- c) Whenever expenditure on any work is spread over two or more months, the total previous expenditure on such work should be noted in "Remarks" column before beginning to enter the items expended during the month.
- d) Whenever in the case of departmental operations the expenditure on a particular lot of produce is charged in a month subsequent to that in which this particular produce was brought on to Form No.1, reference to this latter month, should be made in the "Remarks" column. In no cases should charges be made for produce which has not yet been brought on to Form No.1.
- e) Final adjustment of expenditure on construction of buildings, roads, etc., should not be made except on receipt of a satisfaction completion report signed by the Range Officer after personal inspection of the work.
- f) If any produce is entered in Form No.1 as received during the month, the expenditure on account of which cannot for some valid reason be charged off in the same month, such reason will be briefly recorded in the "Remarks" column against the entry in question, the month in which it will appear being at the same time stated.

CHAPTER – V

47. General

47.1 General office procedure and the business of the office will be guided by the provisions of rules laid down in General Financial Rules and the Manual of Office Procedure published by the Govt. of Arunachal Pradesh. Some specific rules which are only applicable to the Forest Department are however, given in this following paragraphs.

48. FOREST OFFENCES

48.1 The provisions of the Assam Forest Regulations No.VII of 1891 and the rules made thereunder will be followed in the detection and prosecution of forest offences. Whenever any property is seized in a forest offence, the report regarding property seized in FD Form No.31 vide Appendix-XXII should be used under intimation to the Deputy Commissioner concerned. In case the accused is willing to compound, the same form could be utilized. Offence Report should be drawn up in FD Form No.32 vide Appendix – XXIII, in all cases, giving details of the forest offences etc. In case the accused are not willing to compound, an application for issued of process in FD Form No.33 vide Appendix-XXIV along with FD Form No.32 should be filled up and filed before the Deputy Commissioner/Additional Deputy Commissioner/Assistant Commissioner/Extra Assistant Commissioner concerned for taking further action to prosecute the offenders.

48.2 Register of forest offences in the following form will be maintained in the Divisional Forest offices for all forest offences separately for each financial year under section 62 of the Assam Forest Regulation,

- ii) Serial No.
- iii) Date.
- iv) Name, percentage and residence of offenders.
- v) Offence section of Assam Forest Regulation infringed being given, also sufficient details to show extent of offence or culpability.
- vi) Whether compounded or prosecuted.
- vii) Punishment awarded.
- viii) If compounded, amount and date of payment.
- ix) Remarks.

49. Register of correspondence

- 49.1 A new series of numbers should commenced from the 1st January of each year.
- 49.2 All letters shall bear the date of receipt or issued from office. A docket will be opened for the first letter received in any case after the first of January and the same docket shall be used for all subsequent letters issued or received. Unimportant letters and receipt which are not likely to lead to further correspondences need not be docketed.
- 49.3 All answers to letters should refer to number and date of the letter replied to.
- 49.4 Different subjects should not be referred to in any one letter whether official, unofficial or demi official.
- 49.5 Verbal orders issued by the Chief Conservator of Forests to Conservator of Forests or Conservator of Forests to Divisional Forest Officers or by the later to their subordinates, regarding transfers, expenditure, etc., should not be actyed on until reduced to writing and formally confirmed, the duty of placing such orders on record devolving on the officer or subordinate receiving the orders.
- 49.6 Telegrams should be concise. All telegrams from officers regarding leave, pay, transfer, etc., are private and should not bear service labels.
- 49.7 A list of files among other files specific to the Forest Deptt. is given below:-
1. Accounts
 2. Acts and Rules
 3. Administration
 4. Books and Maps
 5. Budget
 6. Buildings
 7. Concessions and free grants
 8. Circulars
 9. Contract and lease
 10. Demarcation
 11. Depot
 12. Elephants
 13. Establishment
 14. Fire Protection
 15. Forest offences

16. Forms and stationary
17. Forest under settlement
18. Forms
19. Government orders
20. Jhum cultivation
21. Mahol
22. Miscellaneous
23. Personal files of officers
24. Plantations
25. Reserved forests
26. Saw Mills
27. Silviculture
28. Specimens
29. Stores, tools and plants Surveys
30. Surveys
31. Timber operation, departmental
32. Timber operation, purchasers
33. Traveling allowances
34. Working plans.

49.8 The records among other records specific to the Forest Department which are to be preserved permanently or for certain specific period are mentioned below:-

- (i) To be preserved permanently –
Register of Reserved Forests

Correspondence regarding Reserved Forests, settlements, boundary questions should kept indefinitely, establishment bills, service books and personal files of establishment until such time as individuals leave the service of Government.

- (ii) To be kept till the working plan has been prepared or revised.
Control book for working plans.
- (iii) Divisional Annual Reports are to be kept for 10 years only.
- (iv) Records of following to be kept for 5 years only.
Daily cash book
Monthly cash account
Contractors' and disbursers' ledger
Budget estimates.
- (v) Records of following to be kept for 3 years only.
- (vi) Register of receipts of timber in depot.
Register of disposal of timber in depots.
Receipts and issues of timber, etc., in depots.
Drift timber operations.
Revenue from timber etc., collected by purchasers.
Outstandings on account of revenue.
Register of free grants.
Bill form.
Receipt form.
Permit form.
Store and tool return.
Seized and confiscated timber return.
Register of cheques.
Cash balance report.
Travelling allowance bill.
Revenue from sales to public Departments.
Abstract of contractor's and disbursers Ledger.
Classified abstract of revenue and expenditure.
Remittances to treasuries.
Record of sanctioned works.
Objection statement.
Summary of revenue and expenditures.
Office business.
Certificate of transfer of charge.
Annual returns including prescribed timber returns.
Half yearly returns.
Establishment returns.
Monthly list of capital expenditure sanctioned.
Monthly accounts submitted by Range Officers.
Counterfoils of permits, etc.

50. Library Catalogue.

50.1 In addition to the Register of books there should be a library catalogue which should be revised at intervals of 10 years. The books should be alphabetically arranged in a proper almirah and only those which have permanent value should be entered. Report and returns etc. should be kept in the record register. Booklets, pamphlets, etc. should have a separate register.

51. Transfer of charge.

51.1 On the occasion of a transfer of charge, between two officers, the relieving officer must be placed in such a positions as will enable him to carry on the duties, of which he has taken charge in an efficient manner, and with as complete knowledge of the property entrusted to his charge, the works in progress, and all arrangements made in connection with them, as the circumstances of the case admit.

51.2 A charge transfer report signed by the relieved and relieving officers, will be submitted to the Conservator of Forests in the case of transfer of Divisional Forest Officer and to the Chief Conservator of Forests in the cast of transfer of between two Conservators of Forests respectively. The relieved officer will report the transfer of divisional charge to the Officer in charge of the treasuries on which he draws his cheques.

51.3 The relieving officer must see that all office book are posted up-to-date, that the needful vouchers to the accounts of the current month and are made over to him and make himself acquainted with all outstandings and liabilities on account of the Department.

- (i) The Cash book will be closed and the cash balance counted in the presence of both officers who will then sign the book.
- (ii) A certificate of Transfer of Charge of office in FD Form No.22 vide Appendix-XXV will be made out in duplicate and signed by both officers one of which will be forwarded to the Conservator of Forests/Chief Conservator of Forests as the case may be and one submitted to the Accountant General concerned.
- (iii) Live stock and such stock as may be at headquarters as well as books and maps, office records and office furniture should be personally inspected by the relieving officer at the time of transfer. In the case of property at a distance from headquarters the registers and other documents in which they described should be examined.

51.4 Each Divisional Forests Officer and Circle office will, if possible, be inspected at least once a year by Conservator of Forests and Chief Conservator of Forests respectively, such inspection reports of the preceding year and inspection should extent to records, returns, the inspection reports of the preceding year and the inspection reports will be entered in prescribed form shown in Appendix-XXVI Divisional Forest officer are required to inspect their Range Officers at least once in a year in accordance with the form shown in Appendix-XXVII.

52. Budget Estimates.

52.1 The following seven columns should be filled in while preparing budget estimates. In this connection Government's circulars issued from time to time amending the prescribed forms and annexing new forms will have to be followed:-

- i) Actuals of the past two years.
- ii) Sanctioned Budget Estimate of the current year.
- iii) The actuals of the last seven months of past year.
- iv) The actuals of the first five months of current year.
- v) Total Column Number (iii) and (iv).
- vi) Revised estimate of the current year.
- vii) Budget estimate of the following year.

52.2 The Revised estimate for the current year should follow the budget estimate of that year and it will be unnecessary to go into details to enter into any explanations unless there are marked deviations from the Budget estimate. As regards expenditure, the Revised Estimate should ordinarily be regarded as a re-distribution of funds the total of which has received sanction in the original budget. Any expenditure which requires in additional grant should be dealt with fully giving reasons why it cannot well be deferred to the following year. Where a project conceived is one which will produce a corresponding increase in revenue, the Divisional Officer will refer to it in a separate note asking for an extra grant at the same time.

52.3 The Budget estimate for the ensuing year should be prepared in detail, each project being entered separately and compared with the Revised Estimate of the current year as well as the actual of the preceding year explaining any marked discrepancies in the revenue figures and justifying any marked increase in the expenditure proposed. A list of all establishment both temporary and permanent, will accompany the Budget Estimate.

53. Annual Report.

53.1 The Annual Report should be submitted for the financial year ending 31st March in nine chapters, the details of which are given below:-

CHAPTER – I

Extension and Constitution of State Forests.

1. Alternation in the forest area.
2. Forest settlement.
3. Demarcation.
4. Forest Surveys.
5. Territorial boundaries.
6. Classification of area under Forest by (i) hills and plains, (ii) productive, protective, special and environmental forests.
7. Area under forests by types of productive forests.
8. Management status.
9. Area of plantations – All species.

CHAPTER – II

Management of the State Forests.

- 1) Regulation of management.
 - (i) Working plan, their preparation and control.
 - (ii) Preliminary working plan report and simple working plan schemes.
- 2) Working of the year.
 - A. Communication and buildings.
 - i) Roads (repairs and new) and bridges.
 - ii) Buildings.
 - iii) Other works.
 - B. Exploitation of forest produce.
 - i) Agencies employed including Corporations.
 - ii) Silvicultural system adopted and areas worked under each.

CHAPTER – III

Gross yield and out-turn of forest produce.

- 1) Growing stock of productive forests.
- 2) Annual removals of wood and bamboos.

3) Removal of Minor Forest Produce from forests.

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CHAPTER – IV

Forest Industry

- 1) Match Industry.
- 2) Plywood and Veneer Industries
- 3) Hardboard and particle board industries.
- 4) Saw Mills.
- 5) Pulp, Paper and Newsprint Mills.
- 6) Other industries.

CHAPTER – V

Financial results

- 1) Revenue and expenditure.
- 2) Forest Development Schemes and Achievements.

CHAPTER – VI

Forest Research

CHAPTER – VII

Administration

CHAPTER – VIII

General

CHAPTER – IX

Miscellaneous

- 1) General protection and breaches of the Forest Act, Wildlife Protection Act, etc.
- 2) Protection from injuries from natural causes.
- 3) Wildlife Preservation.
- 4) Employment of labour in Forestry.

54. Calendar of Returns.

54.1 The details of Calendar of returns to be submitted by the Chief Conservator of Forests and Divisional Forest Officers to the various authorities are given below:-

Name of the return	By whom submitted	To whom submitted	Date of submission
1	2	3	4
1. Brief monthly confidential report (monthly)	Chief Conservator of Forests	Secretary to Lt. Governor, Itanagar/	10 th day of the following month.
2. Brief summary of main activities (Half Yearly)	- do -	Secretary (General Administration) Arunachal Pradesh.	During the month of April & October.
3. Annual Review on the working of the Forest Divisions (Yearly)	- do -	Accountant General, (Arunachal Pradesh) Shillong.	During the month of April.
4. Annual Esstt. Returns of Non-Gazetted staff as it stood on the first April of each year (Yearly)	Divisional Forest Officers	Chief Conservator of Forests	15 th April of each year.
5. Half yearly staff returns (Half yearly)	- do -	- do -	During the month of March & Sept.
6. Annual review of the cadre strength of Indian Forest Service posts in Arunachal Pradesh (Yearly)	Chief Conservator of Forests	Ministry of agriculture & irrigation, (Dept. of Agriculture) Govt. of India.	When called for by the Ministry.
7. Indian Forest Service (Half Yearly)	- do -	- do -	March & Sept. of each year.
8. Return showing communal composition of Schedule Castes/Schedule Tribes (Yearly)	- do -	- do -	When called for.
9. Quarterly progress report on vigilance work (Quarterly)	Chief Conservator of Forests & Conservator of Forests.	Vigilance Officer, Arunachal Pradesh, Itanagar.	Quarterly ending 31 st March, 30 th June, 30 th September & 31 st December.

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10. Location-wise statement of Central Government employees as on 1 st January of the year (Yearly)	Chief Conservator of Forests /Conservator of Forests/Divisional Forest Officer.	Directorate of Economics & Statistics, Arunachal Pradesh.	Month of February of each year.
1	2	3	4
11. Annual statement showing representation of Schedule Tribe/Schedule caste as on 1 st January of the year (yearly)	- do -	- do -	- do -
12. Distribution of Central Government employees by pay-scales by 31 st March (GG-III) (Yearly)	- do -	(1) & (2) above	Month of May.
13. Materials for quick issue of statistical handbook (Yearly)	Divisional Forest Officer to Chief Conservator of Forests and to Directorate of Economics, Arunachal Pradesh.	Chief Conservator of Forests to Directorate of Economics & Statistics, Arunachal Pradesh.	Month of August.
14. Materials for Annual News Bulletin Report (Yearly)	Divisional Forest Officer to Chief Conservator of Forests.	Chief Conservator of Forests, Forest Research Institute & College, Dehra Dun.	Month of July.
15. Indian Forest Statistics return in abridge form (yearly)	- do -	Ministry of Agriculture & Irrigation (Deptt. of Agriculture) Govt. of India, New Delhi	Month of October.

16. Annual Forest Outturn return (yearly)	- do -	- do -	Month of November.
17. Annual Forest Area Statistics (yearly)	Divisional Forest Officer to Chief Conservator of Forests.	Ministry of Agriculture & Irrigation (Deptt. of Agriculture) Govt. of India, New Delhi.	Month of November.
18. Annual Forest Revenue and expenditure statistics return (yearly)	- do -	- do -	- do -
19. Area, outturn & value of forest products and whole sale prices of forest products (proforma I & II) (yearly)	- do -	Ministry of Planning, New Delhi	Month of September.
20. Annual Outturn statistics of wood, bamboo & other minor forest produce (yearly)	- do -	Central Forestry Commission, Ministry of Agriculture & Irrigation (Deptt. of Agriculture) Govt. of India, New Delhi.	- do -
1	2	3	4
21. Annual Administration Report (yearly)	Divisional Forest Officers & Chief Conservator of Forests.	Conservator of Forests and Chief Conservator of Forests.	Month of August.
22. District wise length of road & expenditure incurred there upon as on 31 st March (yearly)	Divisional Forest Officer to Chief Conservator of Forests.	Ministry of Shipping & Transport, Govt. of India, New Delhi.	Month of July,
23. Annual Statistics of selected forest based industries (yearly)	Divisional Forest Officer to Chief Conservator of Forests.	Ministry of Agriculture & Irrigation (Deptt. of Agriculture) Govt. of India, New Delhi.	As & when called for.

24. Annual Research Report in India (Silvicultural) (yearly)	Divisional Forest Officer to Divisional Forest Officer (Silviculture)	Forest Research Institute and College, Dehra Dun.	Month of August
25. Indian Forest Statistics Return (Final & detailed) (yearly)	Divisional Forest Officer to Chief Conservator of Forests.	Chief Conservator of Forests to Ministry of Agriculture & Irrigation (Deptt. of Agriculture) Govt. of India.	Month of December.
26. Statistical system in India as on 1 st January (yearly)	Chief Conservator of Forests.	Directorate of Statistics, Arunachal Pradesh.	As & when called for.
27. Revision of Forest Statistics, Bulletin on organization as on 1 st April (yearly)	- do -	- do -	- do -
28. Market/auction prices of timber (monthly & annual)	Divisional Forest Officer	D.G.S. & D., New Delhi	By following month & 1 st quarter respectively.
29. Others statistical Returns as per Statistical guide (yearly)	- do -	Chief Conservator of Forests.	AS per given dates.
30. Distributions of Central Govt. employees by pay Range as on 31 st March (CG-I) yearly	Chief Conservator of Forest/Conservator of Forests/Divisional Forest Officer.	i) Directorate of Economics & Statistics, Arunachal Pradesh. ii) Local Employment Exchange.	Month of May.
31. Distribution of Central Govt. employees by category/class of posts as on 31 st March (CG-II) (yearly)	- do -	- do -	- do -

55. D.G.S. & D. Timber Supply and Railway sleeper sleeper.

- 55.1 To offer various categories of timber for supply to D.G.S.&D. and other department including the Railways, the territorial Divisional Forest Officers should make yearly forecast through the Conservator of Forests after assessing the quantity of timber that would be available from their annual marking and mostly it should confine to the common species like Hollock, Hollong, Sam, Amari, Chikrassy, Khokan, etc. that are generally acceptable to the D.G.S.&D., and other Departments. In this case two categories of timber should be taken into consideration viz. logs and sawn timber. The timber supplies on the D.G.S.&D. rate contract and Railway sleepers will hereinafter be called timber. On receipt of such forecast, the Divisional Forest Officer, Forest Utilization Division hereinafter called the D.F.O. (F.U.), will submit the details to the Chief Conservator of Forests through Conservator of Forests (Planning & Development) for order. On receipt of the orders of C.C.F. the D.F.O., F.U. will indicate the quantity to the D.G.S.&D. together with the rates, etc. The DFOs will indicate rates also after making suitable analysis such as taking into account royalty, extraction cost including transportation, inspection, preservative treatments, incidental cost and profit, etc. The rate so worked out will be approved by pricing sub-committees of the D.G.S.&D. and for sleepers, the Railways Board for generally one year and once the rates are fixed for D.G.&D. supplies as and when quotations are invited, the approved rates should be quoted alongwith quantity, delivery period, etc.
- 55.2 On receipt of orders in response to quotation and commitment, the allotments of stores will be sent to the territorial Conservators of Forests for distribution among the DFOs. As soon as any supply order is received from the Forest Utilization Division, it should be notified among the bonafide contractors intimating size, rates, etc. and thereafter in accordance with their capacity they should be given the allotment orders. Since most of the supply orders, now being placed with the Divisions, bear fairly good rates, it should be seen that judicious allotments of supply orders are made. The allotment orders should be given in such a manner to synchronize with the sale of coupes. It is, therefore, suggested that entire order should not be distributed before sales of coupes unless next sale of coupes take place after a considerable period.
- 55.3 In all cases of Divisional Forest Officers allotment the entire quantity should covered by a security which should be either in the approved form as per General Financial Rule.

- 55.4 The Divisional Forest Officer should make their allotments to the contractors under intimation to the DFO, F.U. after obtaining 10% security (5% for bonafide Arunachal Pradesh Tribals) in the form of Saving Bank Account duly pledged to the President of India as per Bank call deposit and executing on agreement as per Appendix – XXVIII. While making the allotment the details of quantity, rate, time of delivery and other terms and conditions in brief should be intimated to the allottees and after agreement is signed which will bear detailed terms and conditions it should be binding upon the allottees to complete the supply as per terms & condition of the agreement. The Divisional Forest Officer should go carefully through the clauses of the agreement and draft their allotment orders accordingly.
- 55.5 As provided in the Agreement, the inspection should be facilitated in such a way that the contractors can supply the quantity allotted to them in monthly equal installments and after inspection, the contractors should register wagons and give the details of such registration to the respective Divisional Forest Officer who in turn should submit a fortnightly report showing the number of wagons received and the balance of wagons to be received with wagon registration specification of wagons. It should be the entire responsibility of the supplying contractors to book the consignments on “Railway Risk” to be clearly indicated in the Railway Receipts. With 48 hours of the dispatch of stores the contractors should submit the dispatch documents along with their bills to the Divisional Forest Officer through the Forest Ranger concerned and on receipt of the bill, the Divisional Forest Officer should make 100% payment to the contractors.
- 55.6 The Divisional Forest Officers should send the Railway Receipt and other dispatch documents including Issue Vouchers, etc. to the consignee with copies to the DFO, F.U. within 7 (seven) days of dispatch under “acknowledgement due registered letter” besides sending telegraphic intimation to the consignee quoting the Railway Receipt Number. The Inspection Note should be sent within 7 (seven) days of inspection with copies to the DFO, F.U. The postal receipt for registration for documents should be preserved separate register so that it can be traced out easily in the event of any dispute regarding non-receipt of documents. The Divisional Forest Officers should also be in touch with the consignee regarding receipt of the documents and stores from within the month from the date of dispatch of the stores. This is important to avoid any consignee reporting after the lapse of a long period that neither he has received the documents (Railway Receipt) nor the stores.

- 55.7 After payment of 100% the Divisional Forest Officer should raise Inter Divisional Transfer herein after called IDT with the D.F.O., F.U. and on being raised the I.D.T. after every calendar month (B.T.) Bills should be prepared monthly on the basis of monthly (I.T.D.) and sent to the D.F.O., F.U. together with the I.D.T. for his scrutiny and adjusting the same simultaneously with the monthly I.D.T.
- 55.8 The security of the contractor will be released only after successful completion of the supply and not before the expiry of 6 (six) calendar months from the date of dispatch of the last consignment of the timber and after obtaining clearance from the D.F.O., F.U.
- 55.9 The allottees of the supply will have to complete the supply within specified period unless extension is granted as provided in the agreement and failure on the part of the allottees to supply the timber in time will liable their security forfeited.
- 55.10 In the event of rejections, Divisional Forest Officer should promptly inform the suppliers and the decision of the joint inspection between the consignee and the Forest Department will be final and binding on the suppliers and if there is question of recovery due to rejection, the same will be recovered from their bill/cash/security/or as arrear or land revenue under Bengal Public Demand Act, 1913.
- 55.11 The Divisional Forest Officer should submit monthly progress report of the supplies as per proforma in Appendix-XXIX irrespective of the fact whether any supply has been made during the month or not.
- 55.12 Similarly for Railway sleepers, yearly forecast of the quantity that each division can supply should be assessed from the annual marking and intimated through the Conservator of Forests the D.F.O., F.U. by 15th March every year. The supply of sleepers also should be covered by security and similar agreement and other relevant terms and conditions are applicable for D.G.S.&D. supply. Copied of the allotment order should be endorsed, to the Divisional Forest Officer, Forest Utilization and after the sleepers dispatched, the copies of challans shall be sent to the D.F.O., Forest Utilization to facilitate verification and inspection of sleepers at the plant as provided in the minutes of sleeper conference.

56. Livestock, Stores, Tools and plants:-

56.1 A return of Stores, Tools and plants in Form No.9 vide Appendix-XXX of stores, tools and plant will be submitted to the Conservator of Forests by Divisional Forest Officer once a year. Stores, tools and plants should ordinarily be classified as follows:-

- a) Survey and other instruments.
- b) Machinery and Tools.
- c) Office, rest-house use furnitures and tents.
- d) Miscellaneous including building materials, small stores, and house fitting.
- e) The names of articles under each class will be entered in this form alphabetically arranged.

56.2 In these divisions where Government elephant or other cattle are kept, returns of live-stock, together with a statement of the cost of keep and of work on which they have been employed will be submitted to the Conservator of Forests monthly. Returns of elephants should show name, sex, age, height and condition of the animals.

56.3 No stores, tools and plants should be written off the accounts except under the provisions of general financial rules and under the financial powers delegated.

57. Delegations of Financial Powers:

The following financial and cognate powers are delegated to the Chief Conservator of Forests by the Government of India.

<u>Nature of Power</u>	<u>Power delegated</u>	<u>Remarks</u>
1. Refund of forest revenue.	Upto Rs.1,500/- in each case.	
2. Writing off of irrecoverable revenue in the Forest Deptt.	Upto Rs.1,000/- in each case.	
3. Writing off of irrecoverable stores, live-stocks, tools and stock (including furniture)	Upto Rs.2,000/- in each case.	<p>Provided that the loss does not disclose.</p> <p>i) a defect of system, amendment of which requires the order of higher authority or</p> <p>ii) a serious negligence on the part of some officers which might possibly call for disciplinary action requiring the order of higher authority.</p>
4. Writing off of irrecoverable advances.	Upto Rs.50/- in each case.	- do -
5. Writing off of public money lost by fraud or the negligence of individual of other cases.	Upto Rs.1,000/-	- do -
6. Writing off of irrecoverable value of property including building due to loss by fire.	Upto Rs.1,000/-	- do -
7. Sanction purchase of stores, tools and plants (excluding livestock)	Full power if on rate contract; otherwise Rs.5,000/- in each case.	
8. Sanction items of Capital expenditure (excluding purchase of livestock, stores tools and plants, furniture the tents)	Upto Rs.10,000/- in each case.	

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9. Purchase of office and Rest House furnitures.	Upto Rs.3,000/- in each case.	
10.Purchase of tents for Forest Department.	Upto Rs.1,500/-	
11.Purchase of Arms and Ammunition.	Upto Rs.1,000/- on annual indents.	
12.Sanction for all usual payments on account of revenue expenditure in the Forest Department.	Full power.	
13.Sanction pleaders fees in the prosecution of criminal offences in the Forest Department.	Upto Rs.500/- in anyone case.	
14.Sanction deviation from a sanctioned working plan.	As recorded in remarks column.	Provided the deviation does not amount to alteration in the general scheme of management, that all deviation reported in the Central form and that a separate paragraph is added in the annual report showing what has been in the year in the exercise of the power.
15.Purchase of livestock other than elephant.	Upto Rs.2,000/- in each case.	
16.Purchase of elephant.	Upto Rs.9,000/- in each case.	Provided the sanctioned scale is not exceeded.
17.To sanction free or favourable rates the grant of timber or other forest product.	Rs.1,000/- in any case.	Subject to Departmental rate of Forest Department code.
18.To grant Agricultural loans to Forest villagers.	Upto Rs.1,000/- per Forest village in each case.	

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19.To sanction payment of commission for recruitment of labours.	As per details in the Assam Forest Manual Vol. II.	
20.To sanction an advance to the extent of one month's pay to the following classes of Non-gazetted officers on the permanent Estt. a) Officers on executive Estt. @ (b) Ministerial staff including peons/Orderlies.		@(b) staff required to accompany Gazetted Officers on continuous tour lasting more than a month.
21.To accept tenders	Upto Rs.1,000/-	

57.2 The following powers have been delegated to the Chief Conservator of Forests by the local Administration.

<u>Nature of Power</u>	<u>Power delegated</u>	<u>Remarks</u>
1.Advance of pay and T.A. to temporary Govt. servants on transfer.	Full power.	Subject to security.
2.Advance on journey on tour (i) to permanent Govt. servants (ii) to temporary Govt. servants.	Full power.	In respect of Class III & IV posts.
3.Power to make appointment.	Full power.	- do -
4.Disbursement of pay on the 1 st working day of the month.	- do -	- do -

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5. Power to accept in case female candidate, a medical certificate signed by female medical officer.	Full power.	In respect of Class III & IV posts.
6. Grant leave to Govt. servant declared medically unfit to return to duty.	- do -	- do -

57.3 The financial powers of the Chief Conservator of Forests, Conservator of Forests and Divisional Forest Officers as shown below are delegated by the local administration under the Delegation of Financial Power Rules, 1958.

Extent or power.

Contingent expenditure.

Recurring

Chief Conservator of Forests &
Conservator of Forests

Divisional Forest Officer

Rs.500/- in each case

Rs.250/- in each case

Non-recurring

Rs.2,500/- in each case

Rs.250/- in each case

Item of Expenditure

Monetary item upto which
expenditure can be incurred

Chief Conservator of
Forests & Conservator
of Forests

Divisional Forest
Officer

1	2	3
1. Bicycle purchase and repair.	Full.	Rs.25/- in each case (for repair only).
2. Electric, gas and water charges.	Full.	Rs.100/- p.m. per office.

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3. Freight charges	Full.	Rs.500/- in each case.
4. Demurrage, wharfage charges.	Rs.100/- in each case.	Rs.20/- in each case.
5. i) Petty works & repairs. ii) Repair & alterations to hired and requisitional buildings.	Rs.2,000/- in each case. Rs.1,000/- p.m. (non-recurring) Rs.200/- p.m. (recurring)	Rs.100/- in each case.
6. Postal & telegraph charges for the issue of letters, telegrams etc.	Full.	Full.
7. Publications.	Rs.2,500/- p.m.	Rs.500/- p.m.
8. Staff paid from contingency	Upto 20 Nos. a year.	
9. Local purchase of rubber stamps and office seals.	Rs.100/- p.m. (subject to limit of Rs.20/- at a time).	Rs.20/- p.m.
10. Other stores, i.e. stores required for the working of an establishment including instruments, equipments and apparatus.	Rs.1,000/- in each case.	Rs.100/- in each case.
11. Entertainment, (light refreshment) foundation stone laying ceremonies and opening of buildings.	Rs.100/- in a year (Recurring) Rs.500/- (Non-recurring).	

57.4 In addition the following powers are also delegated to the Divisional Forest Offices and Conservator of Forests:-

(i) Divisional Forest Officer:-

1. Employment of contingency menial	Upto such Nos. of Punkha-Pullers as are essential for offices for the period between 1 st April to 31 st October.
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2. Powers of controlling authority for the purpose of TA bills of officers and staff of Forest Department.	Will countersign TA bill of all officers Gazetted and Non-gazetted staff working in their respective Divisions.
3. To sanction advances to contractors other than sawing and carting sirdars.	Upto Rs.300/- in each case.
4. To sanction advance to sawing and carting sirdars employed for sawing and removal of timber.	Upto Rs.2,000/- in each case.
5. To sanction refund of forest revenue realized in excess of erroneously.	Upto Rs.250/- in each case.
6. To sanction free or favourable rates the special grant of timber or other forest produce.	Upto Rs.250/- in each case.
7. Sanction an advance to the extent of one month's pay to the Non-Gazetted staff.	Full powers.
8. To execute forest contractors (other than those relating to purchases sales of permit acquisition of land)	Upto Rs.10,000/- in each case.
9. Accept tenders	Upto Rs.10,000/-.
10.To sanction items of capital expenditure (excluding purchase of live stock, stores, tools, plants, furniture and tents).	Upto Rs.2,000/-.
11.To sanction purchase of stores, tools and plants (excluding live-stock).	Upto Rs.750/-.
12.To sanction all usual payments on account of revenue, expenditure in the Forest Deptt.	Full powers for all usual payments.

(ii) Conservator of Forests.

- 2) To accept tenders and execute agreement for the same. Upto Rs.20,000/-

57.5 The Conservator of Forests and Divisional Forest Officer are delegated with the following powers superseding powers delegated herein before on these items under Memo. No.FOR.92/68/8566-601; dated Shillong the 10th July, 1976:-

Sl. No.	Nature of Power	Extent of power delegated to		Remarks
		Conservator of Forests	Divisional Forest Officer	
1	2	3	4	5
1.	Fixture & furniture purchase and repairs (items 6 of schedule V of DFP Rules 1958)	Rs.5,000/-	Rs.1,000/-	Subject to the availability of funds and completion of all codal formalities required under the rules.
2.	Motor vehicles, maintenance, upkeep and repairs (items 12(ii) of schedule V of DFP Rules, 1958)	Rs.5,000/- in each case	Rs.2,000/-	- do -
3.	Supply of Uniforms, badges and other articles of clothing etc. and washing allowance (item 15 of schedule V of DFP Rules, 1958)	Full Powers.	Full Powers.	- do -

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4.	Printing & binding (items 16 of schedule V of DFP Rules, 1958)	Rs.1,500/- per annum	Rs.1000/- per annum	- do -
5.	Local purchase of petty stationery stores (tem 23(b) of schedule V of DFP Rules, 1958)	Rs.2,000/- per annum.	Rs.1,500/- per annum	- do -
6.	Stores:- (i) Stores required for works. (ii) Other stores required for working of one establishment including instruments, equipments, and apparatus (item 24 of schedule V of DFP Rules, 1958)	Full Power. Rs.5,000/- in each case.	Full Power Rs.2,500/- in each case.	- do - - do -
7.	Typewriters, calculating machines, etc. item 28 of schedule V of DFP Rules, 1958)	Full Power	Rs.1,000/- in each case	- do -
8.	Power to incur miscellaneous expenditure (see schedule VI of DFP Rules, 1958)	Rs.500/- a year (non-recurring)	Rs.100/- a year (non-recurring)	- do -
9.	Power to write off of losses (see schedule VII of DFP Rules, 1958) (a) Writing off irrecoverable losses of stores or of public money including loss of stamps (not due to theft, fraud or negligence) (b) Deficiency and depreciation in the value of stores included in the stock and their accounts.	Rs.2,500/- in each case. Rs.500/-	Rs.500/- in each case. Rs.100/-	- do -

57.6 After the Chief Conservator of Forest has been delegated with the powers of the Head of Dept. of Central Govt. under the DFP Rules, 1958, he will exercise the powers where it has been enhanced vide D.F.P. Rules, 1958.

All the powers mentioned above in respect of Chief Conservator of Forests, Conservator of Forests, Divisional Forest Officers are subject to alternation by orders of competent authority issued from time to time.

58. Motor Vehicle Establishment:-

58.1 The strength and scale of pay of the permanent motor vehicle establishment of the Forest Department will be as below:-

One driver will be allotted for each vehicle and for the trucks in addition to the driver, there will be one handyman. The following are the rates of pay.

(i) Driver of heavy vehicle:- Rs.260-6-290-EB-6-326-8-366-EB-8-390-10-400/-

(ii) Driver of light vehicle:- Rs.260-6-326-EB-8-350/-

(iii) Handyman:- Rs.200-3-206-4-234-EB-4-250/-

58.2 All motor vehicles will ply and be maintained as per manual of the Government of Arunachal Pradesh.

59. Elephant Establishment.

59.1 The strength and scale of pay of the Elephant establishment of the Forest Department will be as below:-

One Mahut and one grass cutter will ordinarily be allotted for each Elephant. The following are the rates of pay:-

- (i) Mahut:- Rs.225-5-260-6-290-EB-6-308/-
Class III (Permanent establishment)
- (ii) Grass cutter:- Rs.210/- p.m. (contingency staff having fixed pay and without special pay).

60. Elephant Maintenance.

60.1 Allotment of elephants to the Divisions and to the Circles will be decided by the Conservator of Forests and Chief Conservator of Forests respectively.

60.2 The normal daily scale of grain rations for each elephant should be 10 Kgs. of fodder when in work and 5 Kg. when out work, unless good grazing is available. 100 gms. Of salt should be given daily to each elephant.

The Conservator may sanction, in exceptional cases, rations to departmental elephants in excess of the above scale.

60.3 When an elephant dies, the mahut should not be placed on half pay, but should either be given leave or employed temporarily in the most convenient capacity.

60.4 Each mahut will be provided with an 'Elephant Book' showing the name and full description of his charge, a list of gear, with the data of issue of each article, the names of the mahut and grasscutter and details of all advances and payments made for the food and upkeep of the animal. A reference to the number and date of the cash book item for each payment must be entered and initiated by the disbursing officer. The above book will invariably accompany the elephant concerned on transfer from one Range or Division to another.

60.5 Offers who have Government Elephants in their charge, or on hire should not allow the animal to be used in religious processions.

60.6 No elephant should be let loose to grass without having it forefeet hobble and a bell round its neck. A long tethering chain attached to one of the Lind-legs is an additional precaution that should be taken when advisable.

60.7 Grazing elephants must be caught both morning and evening and must be given their daily bath and rations except when eating search.

60.8 The purchase of tarpaulins for Government baggage elephants will only be sanctioned every alternate year for each elephant.

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60.9 An Officer may, subject to the approval of the Conservator of Forests lend his elephant to another Government officer for use in the public service on payment to be specified by the Conservator of Forests. The money should be paid by the Officer borrowing to the officer lending. The officer who borrows will be responsible for the proper treatment of the elephant while it is in his possession. The feeding charges of borrowed elephants need not be paid by the officer borrowing them.

60.10 Elephant attendants are protected under the Workmen Compensation Act, 1956.

60.11 Government elephants Elephant when not required for departmental work may be hired to private individuals or corporate bodies at the discretion of the Conservator of Forests. The cost of feeding and a pay of Mahuts will be borne by the Department. The hire charges will be fixed by the Chief Conservator of Forests from time to time. The hire charges should be recovered in cash in advance subject to the subsequent refund or recovery of the excess or short charges, if any, when the actual period of hire differs from the period paid for in advances.

60.12 The hire charges of the elephants will be calculated after taking into account the various direct and indirect charges as detailed below:-

1. Feeding of the elephant per day.
2. Pay of one Mahut & the Grass cutter.
3. Medical attendance charges.
4. Depreciation & interest on Capital investment.

The actual for the preceding one year should be taken as basis for working out the rates in a particular year. The hire charges shall be revised once in every two year.

61. Buildings:-

61.1 The general rules relating to Government buildings apply to such buildings occupied by Forest Officers and staff– The construction and maintenance of the buildings by the Forest Department will be regulated by general instructions and orders of the Government and relevant rules prescribed in general financial rules. All the buildings constructed by the Forest

Department will be entered in a register, the proforma of which is given in the Appendix-XXXI-A & XXXI-B.

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62. Forest Rest Houses.

62.1 The rules for occupation of Forest Rest Houses are given in Appendix-XXXII. Forest Rest Houses, which are generally meant for the use of touring Forest Officers, are of two types viz. Class I and Class II.

63. ROADS.

63.1 The construction and maintenance of roads etc. by the Forest Department will be guided by general instructions and order of the Government relevant rules prescribed in the general financial rules. All the records pertaining to the roads will be entered in a register as per proforma shown in Appendix-XXXIII-A & B.

64. Nurseries & Plantations:

64.1 Forest nurseries and plantations should be raised as per standard techniques available for each species or a group of species. For nurseries and plantations, journals should be maintained at Range or Beat levels as per proforma given in Appendix-XXXIV and XXXV respectively. Besides plantation journal, plantation forms should also be maintained as per Appendix-XXXVI.

65. Arms and Ammunitions.

65.1 Normally each Beat, Range and Divisional Headquarters should have gun (preferably DBBL guns), but in exceptional cases the Divisional Forest Officer may authorize any other subordinate staff in charges of a Sub-Beat or a Plantation Centre to have a gun for his special nature of work. The persons entitled to use the gun while on duty should be authorized by the Divisional Forest Officer. The guns are meant for self-defence and not for hunting any animals or birds. Normally, the licences should be in the name of the Divisional Forest Officer concerned by designation and the Forest Range and Beat Officer in whose name guns are allotted should be retained in the Divisional office. The guns should be periodically cleaned at least once in 10 days and presented to the Divisional Forest Officer for inspection as and when the Forest Range Office is inspected by the Divisional Forest Officer.

65.2 The ammunitions supplies by the Divisional Forest Officer should be used very sparingly and should not be used on the pretext of self-defence by merely shooting an animal. Sufficient blank cartridges should be issued and such blank cartridges should be used to scare away the animals.

65.3 A register should be maintained as per Appendix-XXXVII wherein all the guns in the Divisions and the ammunitions issued should be entered and a return in the same proforma should be submitted to the Divisional Forest Officer by the Range Officer concerned.

66. Addenda and Corrigenda.

66.1 The addenda and corrigenda to this and all other Codes and Manuals must be entered in their place immediately on receipt, the posting of each list of corrections being noted on the fly leaf. The Divisional Forest Officer will be expected to examine from time to time, all the copies of these publications maintained in his office, so as to assure himself that they are properly used.

APPENDIX – I

(vide para 11.5)

Indian Forest Service Officers Training Programme.

The period of training will be 8 months, divided into 3 periods of 2 months, 5 months and 1 month before they are posted as A.C.F.s attached to different Divisions. Further training that is required to be arranged for IFS Officers would be done through refreshers courses.

1. First period (July and August).

During this period, the probationer will be attached to the Divisional Office. He shall devote sufficient time to acquaint himself fully with the salient aspects of the working of the different sections relating to Accounts, Establishment, Sales of Major and Minor Forest produce, Forest Labourers, Cooperative Societies, Five Year Plans, land and Wild Life Management, etc. The probationers should also be given good insight of the official procedure, rules and regulations. As a practical test, he should be required to analysis important cases and put up comprehensive notes and drafts thereon. In the main, he shall attend to the following:-

1) Main Accounts:- Writing of the Cash Book and compilation of Accounts is the Divisional Office incorporation of Range Accounts, Maintenance of permit in registers and submission of the concerned returns including Timber Returns, formulation of Budget Estimates drawing up to

monthly Summaries of Accounts, grant of various advances, their recovery and adjustment, issue of cheques etc.

- 2) Establishment:- Preparation of Pay, Leave salary and T.A. Bills and pension papers, Maintenance of service books leave account, gradation lists and ancillary registers, drawing up of various Establishment returns and the important features regarding initiation and completion of Departmental Enquiries.
- 3) Sales Forest Labourers' Co-operative Societies on Disposal of trees in Malki Lands:-

Drafting of sale conditions both for major and minor forest produce, drawing up of upset prices, procedure for holding sales by tender as well as auction, scrutiny of tenders, preparation of the tender sheets, preparation of other sale papers and execution of agreement and surety bonds and the cases relating to the contract branches, maintenance of Sale, Demand, Outstanding, Deposit and other relevant registers, watching recovery of outstanding, amounts, procedure in regard to allotment of coupe of the Forest Labourers' Co-operative Societies formulation of upset price in regard to these coups, construction accounts of such coupes allotted to the Societies in the previous working period according to the Revised Formula, disposal of tree in Malki lands, scrutiny of record of rights, issue of authorization etc.

- 4) Five Year Plan and other schemes:-

The basic outline of the Plans and Schemes drawn up within and outside the Five Year Plans, submission of New Items and Plans summaries.

- 5) Miscellaneous:- Study of the various departmental Manuals standing and working orders, Circulars, financial rules, regulation of working in private forests or social forests grant of land for cultivation, disforestation, Wild Life Protection Act, grant of game license, reservation of shooting blocks, registration of forest offence cases and their enquiry and disposal, compilation of Annual Administration Report, scrutiny of rated passes, vendors' accounts, Range Office Inspections, conduct of legal affairs of Government, scrutiny of Range Forest Officers' diaries, drawing up of schedule of rates for departmental supply of Timber, Control Forms, deviation statements, plantation journals, Forest Forms performance and reporting, etc.

NOTE:- The probationer may be taken for sometime on the field to show the technique of planting in the annual regeneration and the afforestation works and the cultural operations.

II. Second period – Range training (September to January)

During this period the probationer will be appointed to take charge of a Forest Range to require basis knowledge about Range administration which plays a vital role in the administration of Department as a whole. The entire Range activity starting from the production of the forest resource to sale and development including nurseries, pre-monsoon works etc. would be directly taken charge of by the probationers. It is expected that the D.F.O. will take particular interest to guide the probationer at every stage and devote adequate time for his training in the outdoor and in the professional field.

III. Third period (February)

During this month the probationer will be attached to the officer of the Conservator of Forests in the capacity of a personal assistant to him. During this period he will be trained in different aspect of forest administration and planning that a Conservator is to perform. Adequate time should be devoted by the Conservator of Forests to give the probationer the requisite measure of guidance.

IV. During the training period, he should pass the following tests:

- 1) Law.
- 2) Office procedure.
- 3) Accounts.

The following syllabus is prescribed for law:-

- 1) The Indian Forest Act, 1927.
- 2) The Factories Act, 1928.
- 3) The Minimum Wage Act, 1948.
- 4) The Industrial Disputes Act, 1947.
- 5) The Workman's Compensation Act, 1923.
- 6) The Industrial Disputes (Appellate Tribunal) Act.
- 7) The Prevention of Cruelty to Animals Act, 1960.
- 8) The Wild Life (Protection) Act, 1972 and the rules.
- 9) The Arbitration Act, 1940.
- 10) The Land Acquisition Act, 1894 with amendments.
- 11) The Cattle Trespass Act, 1871.
- 12) All Forest Acts passed in Arunachal Assembly from time to time.
- 13) All Indian Services Manual (portions relating to Indian Forest Service and General matters for all services).
- 14) The Penal Code selected chapters.
 - i) Introduction.
 - ii) General Explanations.
 - iii) Punishments.
 - iv) General exceptions.
 - v) Abatement.
 - ix) Offence by or relating to public servant.
 - x) Contempt of the lawful authority of the Public servants.
 - xi) False evidence and offence against public justices.
 - xvii) Offence against property.
 - xviii) Offences relating to documents and to trade and property marks.
 - xxiii) Attempt to commit offence.
- 14) Jhum control regulation, 1948.
- 15) Assam Forest Manual Vol.I.

For this examination simple questions will be framed in such a manner as not to involve points of difficulty, but rather to show the possession or want of general and intelligent acquaintance with the acts and their bearing on Forest work. One paper will be set to be answered without books. This paper will carry 100 marks and time allowed will be 3 hours.

3. The following books are prescribed for office procedure, and Accounts.

1. The Fundamental Rules & the supplementary Rules thereto.
2. Office Manual.
3. Account Code Volume III.
4. Assam Forest Manual Vol.II.

One paper without books – 3 hours – 100 marks.

4. In addition to the books prescribed in the previous paragraph for the office procedure and Accounts the following books will be studied for the Account test.

- 1) Treasury Rules, Volume I & II.
- 2) Delegation of Financial Power Rules.
- 3) Pension Code.
- 4) The Civil Service Regulations.
- 5) General Financial Rules.

One paper- without books- 3 hours- 100 marks.

The various books prescribed for the tests will be read by the I.F.S. (Probationary) during their training and they should arrange to pass them before the end of 2 years.

APPENDIX – II
(Vide Para 12.3)

RECRUITMENT RULES FOR THE ARUNACHAL PRADESH STATE FOREST
SERVICE POSTS

GOVERNMENT OF ARUNACHAL PRADESH
OFFICE OF THE SECRETARY (FORESTS)
ITANAGAR.

* * *

NOTIFICATION

NO.FOR.103/78:-

Dated Itanagar,
The 23rd June, '78

In exercise of the powers delegated by the President under the proviso to Article 309 of the Constitution of India vide Government of India, Ministry of Home Affairs notification No.U.15056/3/73/AP dated 1.8.1973 and in supersession of all the rules issued earlier the Administrator, Government of Arunachal Pradesh is pleased to make rules for recruitment to Class-II & Class-III posts (Executive) under the Forest Department as under:-

1. Short title:- These rules may be called the Arunachal Pradesh Forest Department (Executive Service) Recruitment Rules, 1978 and shall be applicable to posts specified in the Schedules annexed.
2. Commencement of Rules:- These rules shall come into force from the date of their publication in the official Gazette. All Recruitment in pursuance of these rules shall conform to particulars stated in the Schedules.
3. Interpretation:- If any question arises regarding the interpretation of these rules, it shall be referred to the Administrator, whose decision thereon shall be final.

4. Repeal and Savings:- All rules and procedures in force immediately before the commencement of these rules are hereby repealed provided that any order made or action taken under the rules so repealed, shall be deemed to have been validly made or taken under the corresponding provisions of these rules.
5. Disqualifications:- No person:-
(a) who has entered into or contracted marriage with a person having a spouse living, or
(b) who is having a spouse living, has entered into or contracted a marriage with any person shall be eligible for appointment to the said post.
- Provided that the Administration of Arunachal Pradesh may if satisfied that such marriage is permissible under the personal law applicable to such persona and the other party to marriage and there be other grounds for so doing, exempt any person from the operation of this rule.
6. Probation:- The probation period will be two years from the date of drawal of pay in the pay scale of the posts.
7. Power to relax:- The Administrator, Government of Arunachal Pradesh has full powers to relax any of the provision of these rules.

SCHEDULE-I.

<u>Item No.</u>	<u>Particulars of recruitment</u>
1. Designation of post :-	Assistant Conservator of Forests.
2. Classification of posts :-	Class II (Gazetted)
3. Scale of pay :-	Rs.650-30-740-35-810-EB-35-380-40-1000-EB-40-1200/- p.m.
4. Method of recruitment :-	(A) By direct recruitment 50%

Direct recruitment to the posts shall be made according to the following procedure. The appointing authority shall invite applications from the suitable persons, arrange to conduct the examinations and the interview as per rules framed for the purpose and select the candidates.

The Selection Board will be constituted as per rules on the subject.

The Selection Board shall forward the names of the suitable persons in order of preference. The appointment authority shall get the character and antecedents of the selected candidate verified from the Police and / or other authorities concerned.

In order to be eligible for appointment to the posts a candidate must satisfy the following conditions, namely:-

- (i) Age :- 1. The candidate must not be less than 19 years and more than 26 years of age on the day the training commence in the State Forest Service College. Upper age limit is relaxable in case of Scheduled Tribes/Scheduled Castes candidates.
2. The upper age limit in respect of serving Forest Rangers Course should not be more than 30 years.
- (ii) Educational qualification :- Bachelor's degree in any of the Natural Sciences, Mathematics, Statistics, Geology, Mechanical, Civil or Chemical Engineering, or Agriculture. In case of graduates with pure Mathematics or Statistics, they must have taken Biology, Physics or Chemistry in their Higher Secondary/Matriculation examination. Science examination, Science graduate with Economics and Mathematics are also eligible.
- (iii) Physical Fitness :- No candidate shall be eligible for selection who after such medical examination as the Government may prescribe is not found to be in good mental condition or sound health or free from any mental or physical defects likely to interfere in the discharge of his duties.
- (iv) Training :- (a) The candidates selected for direct recruitment shall be required to proceed to the State Forest Service College concerned and to sign an agreement binding themselves to work diligently while at the college and to serve the Government of Arunachal Pradesh for not less 5 (five) years after passing out of the College and to furnish a bond with sureties that in default they will refund all money expended by the Government on their training and education. The above

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bond and sureties will also be binding in case they fail or are unable to obtain a Diploma when they shall have to refund all money expended by the Administration on their training and education.

b) At the State Forest Service College, selected candidates shall be required to undergo a two years Course and to obtain the Diploma in Forestry of the College, failure to obtain the diploma disqualify the candidate for appointment to the service. The period of such course will not count as probation. The candidate will be paid such stipend as may be fixed by the Administration. On successful completion of two years training at the College, they will be appointed as Assistant Conservator Forests from the day following the date of convocation. They will undergo practical training for one year in forestry work under the supervision of the Divisional Forest Officers/Conservator of Forests. During the training period they will have to pass the prescribed departmental examinations.

(B) 50% of the posts will be filled by promotion on the basis of seniority-cum-merit from among the Forest Rangers of the service who have rendered not less than 8 (years of service on the 1st day of the Calendar year in which the selection is made. In exceptional cases it may be relaxed.

Appointment shall be made on the recommendation of a Departmental Promotion Committed constituted as per rules on the subject.

(C) Reservation for Scheduled Tribes and Scheduled Caste will be made in accordance with instructions issued by Government from time to time.

SCHEDULE – II

<u>Item No.</u>	<u>Particulars of recruitments</u>
1. Designation of post	:- Forest Ranger.
2. Classification of post	:- Class-III (Non-Gazetted)
3. Scale of pay	:- Rs.425-15-500-EB-15-560-20-700-EB-25-800/-
4. Method of recruitment	:- (A) By direct recruitment 50%.

Direct recruitment to the posts shall be made according to the following procedure. The appointing authority shall invite applications from the suitable persons, arrange to conduct the examinations and the interview as per rules framed for the purpose and select the candidates.

The selection Board will be constituted as per rules on the subject.

The Selection Board shall forward the name of the suitable persons in order of preference. The appointing authority shall get the Character and antecedents of the selected candidates verified from the Police / or other authorities concerned.

The selected persons shall have to undergo training for 2 (two) years course in one of the Rangers College, and on successful completion of the training they shall be appointed to the post of Forest Ranger from the date following the day of convocation.

In order to be eligible for appointment to the posts, a candidate must satisfy the following conditions, namely:-

- (i) Age:- The candidate must not be less than 18 years and more than 26 years of age on the day the training commences in the Rangers College.
- (ii) Educational Qualifications:-
 - (a) A pass in the 1st year examination of degree course (Science) of those Indian Universities which have 3 (three) years degree course, has been treated as equivalent to a pass in Intermediate (Science) examination of any recognized Indian University or
 - (b) The one year Pre-University (Science) course plus the one year pre-professional course or a one year Pre-University course plus the 1st year of 3 year degree course may be treated as equivalent to the Intermediate (Science) examination or
 - (c) Diploma in Civil, Mechanical and Chemical Engineering with at least 2 years course (in Science) after matriculation from any recognized institution is treated as equivalent to Intermediate examination for purposes of this rule.
- (iii) Physical Fitness:- No candidate shall be eligible for appointment who after such medical examination as the Government may prescribe is not found to be in good mental condition or sound health or free from any mental or physical defects likely to interfere in the discharge of his duties.
- (iv) Training:- The candidate selected for direct recruitment shall be required to proceed to Forest Rangers College and to sign an agreement binding themselves to work diligently while at the College and to serve the Administration for not less than 5 (five) years after passing out of the College and to furnish a bond with sureties that in default they shall refund all moneys expended by the Government on their training and education. The above bond and sureties shall also be binding in case they fail or are unable to obtain a certificate when they shall have to refund all moneys expended by the Government on their training and education.

The candidate will be paid such stipend as may be fixed by the Government.

Failure to obtain a certificate on the part of a candidate selected under this rule shall disqualify the candidate for appointment to the services. The period of such course will not be count as probation. The candidate will be paid such stipend as may be fixed by the Administration.

On successful completion of two years training they will be appointed as Forest Ranger in this Department and they will be required to undergo one year practical training in Ranges and Beats under the supervision of the Divisional Forest Officer. They will have to pass the prescribed departmental tests during the training period.

(B) 50% of the posts will be filled up by promotion on the basis of seniority-cum-merit from amongst the Deputy Forest Rangers of the service who have rendered not less than 5 years of service as Deputy Forest Rangers on the 1st day of the Calendar year in which the selection is made.

An appointment shall be made on the recommendation of a Departmental Promotion Committee constituted as per rules on the subject.

(C) Reservations for Scheduled Tribes and Scheduled Castes will be made in accordance with instructions issued by Government from time to time.

Sd/- E.S. Thangam,
Secretary (Forests),
Government of Arunachal
Pradesh,
ITANAGAR – 791111.

Memo No. FOR.103/78/9069-9103

Dated Itanagar,
The 23rd June'78.

Copy forwarded to:-

1. The Director of Information and Public Relations, Shillong for publication in the next issue of A.P. Gazette.
2. The Secretary, General Administration, Govt. of Arunachal Pradesh, Itanagar.
3. All Conservator of Forests, (including Chief Wild Life Warded), Arunachal Pradesh.
4. All Divisional Forest Officer, Arunachal Pradesh.
5. 10 Spare copies.

Sd/- E.S. Thangam,
Secretary (Forests),
Government of Arunachal
Pradesh,
ITANAGAR – 791111.

APPENDIX – III

(Vide para 12.3)

TRAINING PROGRAMME FOR ARUNACHAL PRADESH
STATE FOREST SERVICE OFFICERS:

The following training programme will be followed for Assistant Conservator of Forests on probation in the State Forest Service:-

I. First six months:- He will be attached to the various sections in the Divisional Forest Office, namely supply, Development, Establishment, Accounts and Store sections and learn the various details of works carried on there. He should be required to dispose of all matters arising in the various sections and submit his proposals to the Divisional Forest Officer for approval, the latter pointing out to him the reasons for any correction or alteration made by him in the drafts or orders.

II. Next six months:- He will be incharge of a Forest Beat for about one month. During this period, he will actually do the field work and office work of the beat officer by going along with him in the field and maintaining the various office records in his own handwriting. The permanent subordinate staff of the beat will assist the Assistant Conservator of Forests during the period. Thereafter, he will be attached to Silviculture, Forest Utilization, Working Plan and Wild Life Divisions for one week each to know the work done there. He should spend two weeks in each Circle office to learn the works there and particularly the processor for disciplinary cases, enquiries etc. and some laws.

For one full month, he will maintain the Cash Account of the Divisional Forest Officer in his own handwriting and render accounts to the Accountant General. He should check all the estimates examine all vouchers, see that sanction (whatever necessary) has been obtained and that the work is not being done in excess of sanctioned estimates.

He will assist the Divisional Forest Officer in preparing the Annual Plan of Operations, Budget Estimates, the Administration Report and Monthly Progress Report for Non-Plan activities.

During this period, the Divisional Forest Officer may take the Assistant Conservator of Forests along with him to camps for short tours.

III. Next Six months:- During this period he will hold independent charge of a Range.

IV. During the training period, he should pass the following tests:-

1. Law.
2. Office Procedures.
3. Accounts.

The following syllabus is prescribed for Law:-

1. The Indian Forest Act, 1927.
2. The Factories Act, 1948.
3. The Minimum Wages Act, 1948.
4. The Industrial Disputes Act, 1947.
5. The Workman's Compensation Act, 1923.
6. The Industrial Disputes (Appellate Tribunal) Act, 1950.
7. The Preventing cruelty to Animals Act, 1960.
8. The Wild Life Protection Act, 1972 and rules.
9. The Arbitration Act, 1940.
10. The Land Acquisition Act, 1894 with amendments.
11. The Cattle Trespass Act, 1871.
12. All Forest Acts passed in Arunachal Assembly from time to time.
13. The penal code selected chapters.

- i) Introduction.
- ii) General Explanations.
- iii) Punishments.
- iv) General exceptions.
- v) Abetment.
- ix) Offence by or relating to Public servant.
 - x) Contempt of the Lawful authority of the public servants.
 - xi) False evidence and offences against public justice.
- xvii) Offences against property.
- xviii) Offences relating to documents and to trade and property marks.
- xxiii) Attempt to commit offences.

- 14) Jhum Control regulations, 1948.
- 15) Assam Forest Manual Vol.I.

For this examination simple questions will be framed in such a manner as not to involve points of difficulty, but rather to show the possession or want of general and intelligent acquaintance with the acts and their bearing on Forest work. One paper will be set to be answered without books. This paper will carry 100 marks and time allowed will be 3 hours.

3. The following books are prescribed for office procedure, and Accounts.

1. The Fundamental Rules & the supplementary Rules thereto.
2. Office Manual.
3. Account Code Volume III.
4. Assam Forest Manual Vol.II.

One paper without books – 3 hours – 10 marks.

4. In addition to the books prescribed in the previous paragraph for the office procedure and Accounts, the following books will be studied for the Account test-

- 1) Treasury Rules, Volume I & II.
- 2) Delegation of Financial Power Rules.
- 3) Pension Code.
- 4) The Civil Service Regulations.
- 5) General Financial Rules.

One paper- without books- 3 hours- 100 marks.

The various books prescribed for the tests will be read by the Assistant Conservator Forests during their training and they should arrange to pass them before the end of 2 years.

Sd/- E.S. Thangam,
CHIEF CONSERVATOR OF FORESTS &
SECRETARY (FORESTD),
Government of Arunachal Pradesh,

APPENDIX – IV

(Vide para 13.2)

RECRUITMENT RULES FOR ARUNACHAL PRADESH SUBORDINATE
FOREST SERVICE POSTS

NOTIFICATION.

NO.FOR.103/78:

Dated Itanagar,
The 28th April, 1980.

In exercise of the powers conferred by the proviso to Article 309 of the Constitution of India vide Government of India, Ministry of Home Affairs Notification No.U.15036/3/73-AP dated 1-8-1973, the Administrator, Arunachal Pradesh is pleased to make the following Rules to regulate the method of Recruitment of Group "C" Non-Gazetted posts in the Forest Department, Govt. of Arunachal Pradesh, namely:-

1. Short Title and Commencement:- (1) These rules may be called the "Group C" (Non-Gazetted) General Central Service Recruitment Rules, 1979, (ii) They shall come into force on the date of publication in the Arunachal Pradesh Gazette.

2. These Rules shall apply to the posts as specified in Column 1 of the Schedule annexed to the Rules.

3. Number of posts, Classification and Scale of pay:- The number of posts, their classification and the scale of pay attached thereto shall be specified in Columns 2 to 4 in the Schedule aforesaid.

4. Method of Recruitment, Age limit and other qualification:- The Method of recruitment to the said posts, Age limit, qualifications and other matters relating thereto shall be as specified in columns 5 to 13 of the Schedule aforesaid.

5. Disqualification:- No person –

(a) who has entered into or contracted a marriage with a person having a spouse living; or

(b) who having a spouse living, has entered into or contracted a marriage with any person, shall be eligible for the appointment to the said post.

Provided that the Administrator, Arunachal Pradesh may, if satisfied that such marriage is permissible under the personal law applicable to such person and the other party to the marriage and there are grounds for so doing, exempt any person from the operation of these rules.

6. Power to Relax:- Under the Administrator of Arunachal Pradesh is of opinion that it is necessary experience so to do, he may by order for reason to be recorded in writing, and in consultation with Arunachal Pradesh Selection Board relax any of the provisions of these rules with respect to any class or category or person.

7. Repeal and Saving:- All rules and procedures corresponding to these rules and procedures in force immediately before the commencement of these rules are hereby repealed, provided that any order made or action taken under the rules so repealed shall be deemed to have been validly made or taken under the corresponding provisions of these rules.

Nothing in these rules shall affect reservation/relaxation of age limit and other concessions required to be provided for the Scheduled Castes and Scheduled Tribes and other special categories of persons in accordance with the order issued by the Central Government from time to time in this regard.

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SCHEDULE:

DEPARTMENT OF FORESTS, ARUNACHAL PRADESH
RECRUITMENT RULES FOR FOREST RANGERS FILE NO.FOR.103/78:

Name of post	No. of posts	Classification	Scale of pay	Whether Selection post or non-selection post	Age for direct recruits	Educational and other qualifications required for direct recruits.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Forest Ranger	112 Nos.	Group "C" (Non-Gazetted) General Central Service.	Rs.425-15-500-EB-15-560-20-700-EB-25-800/-	a) Selection post for Direct Recruitment and b) Non-Selection post in case of Promotion.	Minimum 18 years & Maximum 28 years of age.	<u>Educational qualification:-</u> (i) Pass Intermediate in Science pass two years PUC (Science), pass the higher secondary school of twelve years Course and a pass in the 1 st year Examination of three year Degree Course. Or (ii) Diploma in Civil, Mechanical and Chemical Engineering with at least 2 years course (in Science) after matriculation from any recognized Institution which is treated as equivalent to Intermediate Examination for the purpose of this Rule.

Whether Age and Educational Qualification prescribed for direct recruitments will apply in the case of promotees.	Period of probation if any	Method of recruitment whether by direct recruitment or by promotion or by deputation/transfer and percentage of the vacancies to be filled by various methods.	In case of recruitment by promotion/deputation /transfer grades from which promotion/deputation /transfer to be made	If a D.P.C. exists what is its composition	Circumstances in which UPSC is to be consulted in making Recruitment.
(8)	(9)	(10)	(11)	(12)	(13)
No	<p>2 (two) years probationary period.</p> <p>N.B: All Forest Rangers recruited/promoted should pass the following departmental Examinations prescribed and conducted by the Arunachal Pradesh Forest Department within the period of probation of two years from the date of appointment/promotion.</p> <p>i) Forest Law. ii) Forest Accounts. iii) Office Procedure.</p>	<p>50% by Direct Recruitment on Selection basis.</p> <p>50% by promotion on Non-selection basis from Dy. Forest Rangers.</p> <p>No.45.</p>	---	As constituted by the Government from time to time.	---

APPENDIX – IV.
(Vide para 13.2)

RECRUITMENT RULES FOR ARUNACHAL PRADESH SUBORDINATE
FOREST SERVICE POSTS.

SCHEDULE – I

NOTIFICATION

No.FOR-53/67

Dtd. Shillong the 9th May/74

In exercise of the powers delegated by the President under the provision to Article 309 of the Constitution of India vide Government of India, Ministry of Home Affairs' Notification No.U.15056/3/73-AP dated 1.8.'73, the Chief Commissioner, Arunachal Pradesh is pleased to make rules for recruitment to Class II, Class III & Class IV posts (Executive) under the Forest Department as under:

1. Short Title :- These rules may be called 'The Arunachal Pradesh Forest Department (Executive Service) Recruitment Rules, 1974' and shall be applicable to posts specified in the Schedule annexed.
2. Commencement of Rules :- These rules shall come into force from the date of their publication in the official Gazette. All recruitment in pursuance of these rules shall conform to particulars stated in the schedules.
3. Interpretation :- If any question arises relating to the interpretation of these rules, it shall be referred to the Chief Commissioner, whose decision thereon shall be final.
4. Initial Appointment :-
 - i) On and after commencement of these rules, persons holding continuously for two years or more any of the duty posts mentioned in the schedules below shall continue to hold such post as initial appointees, notwithstanding anything in the rules.
 - ii) Provided that those who have not continuously hold by such post for two years or more may continue to hold such post for a period of one year from such commencement as if these rules have not come into force.

SCHEDULE – I

Assistant Conservator of Forests

New rules framed.

SCHEDULE – II

New rules framed.

SCHEDULE – III

<u>Item No.</u>	<u>Particulars of recruitment</u>
1. Designation of post	: Deputy Forest Ranger.
2. Classification of post	: Class – III.
3. Scale of pay	: Rs.140-6-170-EB-7-205-EB-7-275/- p.m.
4. Method of recruitment	: i) By promotion on the basis of seniority-cum-merit from amongst the Foresters (Grade-I) of the service who rendered service of good number of years (no rigid length of service be fixed). Proportion – 100%. ii) For the purpose of promotion mentioned in sub-rule (i) above, there will be Departmental Promotion Committee consisting of the following members. Chairman (a) One Conservator of Forests to be nominated by the C.C.F. Members (b) Any Deputy Secretary to the Govt. of Arunachal Pradesh. (c) One Deputy Conservator of Forests to be nominated by the C.C.F.

SCHEDULE – IV

<u>Item No.</u>	<u>Particulars of recruitment</u>
1. Designation of post	: Forester Grade – I.
2. Classification of post	: Class – III (Non-Gazetted)
3. Scale of pay	: Rs.125-4-145-EB-4-165-EB-5-200/- p.m.

4. Method of recruitment : i) 75% of vacancies will be filled up by promotion on the basis of seniority-cum-merit from amongst the serving Matriculate Forester Grade-I and 25% of vacancies will be filled up from amongst the service Under-Matric Forester (Grade-II) who have rendered not less than 5 years of service in the cadre on the 1st day of the Calendar year in which the selection is made.
- ii) For the purpose of selection mentioned in sub-rule (i) above, there will be a Departmental Promotion Committee consisting of the following members:
- | | |
|----------|--|
| Chairman | (a) One Conservator of Forests to be nominated by the C.C.F. |
| Members | (b) Any Deputy Secretary to the Govt. of Arunachal Pradesh. |
| | (c) One Deputy Conservator to be nominated by the C.C.F. |

SCHEDULE – V

<u>Item No.</u>	<u>Particulars of recruitment</u>
1. Designation of post	: Forester (Grade – II).
2. Classification of post	: Class-III (Non-Gazetted)
3. Scale of pay	: Rs.260-3-125-EB-3-14-EB-3-149-4-165/- p.m.
4. Method of recruitment	: i) By direct recruitment 75% of merit adjudged through a written test carrying 300 marks followed by viva-voce tests carrying 150 marks. Written test shall consist of the following papers;- (i) General Knowledge ...100 marks. (ii) English Essay ...100 marks. (iii) Elementary Mathematics...100 marks. i) 25% posts will be filled up by promotion on the basis of seniority-cum-merit from amongst the Forest Guards of the service who have rendered not less than 5 years of service as Forest Guard on the 1 st day of the Calendar year in which the selection is made.

5. Age : Candidates for appointment in direct recruitment quota should be of not less than 18 years of age on the day of appointment. The upper age limit will be relaxable in the case of candidate belonging to Scheduled Tribes, Scheduled Castes and other categories of persons in accordance with the orders issued by the Govt. of India from time to time.
6. Educational qualification : Candidates for appointment against direct recruitment quota should have passed the High School Leaving Certificate Examination or equivalent examination from a recognized University.
7. Constitution of Selection Board : Appointment shall be made on recommendation of a Selection Board consisting of the following officers:-
- Chairman : a) One Officer not below the rank of Deputy Conservator of Forests to be nominated by the C.C.F.
- Members : b) Any Under Secretary of the Govt. of Arunachal Pradesh.
- c) A Gazetted Forest Officer to be nominated by C.C.F.

SCHEDULE – VI.

<u>Item No.</u>	<u>Particulars of recruitment</u>
1. Designation of post	: Forest Guard.
2. Classification of post	: Class-IV (Non-Gazetted)
3. Scale of pay	: Rs.90-2-98-3-140/- p.m.

4. Method of recruitment : i) By direct recruitment 75%.
ii) 25% of the posts will be filled up by promotion on the basis of seniority-cum-merit from amongst the Peons, Orderlies/Chowkidars/Dak Runners etc. of the Department who have rendered not less than five years of service on the 1st day of the Calendar year in which the selection is made.
5. Age : The candidate for appointment in direct recruitment quota must not be of not less than 18 years and more than 25 years of age on the date of appointment.
6. Educational qualification : Academic qualification: Under-Matric. In case of Arunachal Pradesh Tribal, educational qualification is relaxed to pass in the Middle English School.
7. Constitution of Selection Board : Appointment shall be made on recommendation of a Selection Board consisting of the following officers:-
- Chairman : a) An Officer not below the rank of Deputy Conservator of Forests to be nominated by the C.C.F.
- Members : b) Any Under Secretary of the Govt. of Arunachal Pradesh.
c) A Gazetted Forest Officer to be nominated by C.C.F.

SCHEDULE – VII.

<u>Item No.</u>	<u>Particulars of recruitment</u>
1. Designation of post	: Draftsman.
2. Classification of post	: Class-III (Non-Gazetted)
3. Scale of pay	: Rs.200-12-50-250-EB-12-50-275-15-350-EB-15-500/- p.m.
4. Method of recruitment	: By direct recruitment 100%.
5. Age	: The candidate must not be of not less than 18 years and more than 25 years of age on the date of appointment.
6. Educational qualification	: A) <u>Academic qualification</u> :- The candidate for appointment should have passed the High School Leaving Certificate Examination or Equivalent examination from a recognized University. B) <u>Technical qualification</u> :- Diploma in draftsmanship from a Government

recognized Institute.

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7. Constitution of Selection Board : Appointment shall be made on recommendation of the Selection Board consisting of the following Members:-
- Chairman : a) Conservator of Forests to be nominated by the C.C.F.
- Members : b) Any Deputy Secretary to the Govt. of Arunachal Pradesh.
- c) One Deputy Conservator of Forests to be nominated by C.C.F.

Sd/- M.L. Kampani,
Chief Secretary,
Arunachal Pradesh Administration,
Shillong.

Memo No.FOR-63/67/3756-82

Dt. Shillong the 9th May/74

Copy forwarded to:

1. The Director of the Information & Public Relations, Arunachal Pradesh, Shillong for publication in the next issue of the Arunachal Pradesh Gazette (in duplicate).
2. The Secretary, General Administration, Arunachal Pradesh, Shillong.
3. The Conservator of Forests, Northern and Southern Circles, Arunachal Pradesh.
4. All Divisional Forest Officers.
5. 10 spare copies.

Sd/- J.C. Varmah,
Chief Conservator of Forests,
Ex-Officio Secretary (Forests),
Arunachal Pradesh, Shillong-3.

APPENDIX – V
(Vide para 13.3.)

TRAINING PROGRAMME FOR FOREST RANGERS.

It has been decided that henceforth all the newly recruited Forest Rangers on their return from Training Centre after successful completion of their training will be attached to various Forest Offices for a period of 12 months as detailed below to acquire practical knowledge about forest activities and to pass departmental examination.

I) First six months:- He will be incharge of a Forest Beat during the first six months. During the first month, he will actually do the field and office works of a Beat Officer going along with Beat Officer in the field and maintain the various office records in his own handwriting. The permanent subordinate staff of the beat will assist the Ranger Officer during this period.

During the balance period of five months, he will be attached to a Forest Range Office to learn the various types of office works carried on in a Range Office. Wherever necessary, he will accompany the Range Officer adjoining Ranges of the Division for about a fortnight to learn the different types of works in these Ranges. He will also be attached to the Divisional Forest Office for about a fortnight to learn how the reports and details, submitted by the Range Officers are being processed in the Divisional Forest Office.

In the Range Office he will learn the various types of works done in the supply, labour, Establishment, Accounts, Timber and Store Sections and maintain various records and registers relating to these arising in the various section and submit his proposals to the Range Officer for approval. The latter pointing out to the Range Officer, the reasons for any correction or alternation made by him in the drafts/orders. For one full month, he will maintain the cash account of the Range Officer in his own handwriting and tender accounts to the Divisional Forest Officer. For another month, he should maintain all forms of the Range and submit them to the Divisional Forest Officer.

II) Next six months:- During this period, he will be posted to take an independent charge of a Forest Beat where regeneration and extraction works are carried on. During this period his work will be watched by the Range Officer and suitable guidance given to him from time to time.

III) He should pass the following tests:-

1. Forest Law.
2. Office Procedure and Accounts.
- (a) The following syllabus is prescribed for Law:-
 1. The Indian Forest Act, 1927.
 2. The Minimum Wages Act, 1948.
 3. The Industrial Disputes Act, 1947.
 4. The Workman's Compensation Act, 1947.
 5. The Industrial Disputes (Appellate Tribunal) Act, 1950.
 6. Assam Forest Manual Vol.I
 7. Wild Life Act, 1972 and the rules thereon.

8. Jhum Control Regulations, 1948.
9. Prevention of cruelty to Animals Act, 1960.
10. The penal code selected chapters.
 - i) Introduction.
 - ii) General Explanations.
 - iii) Punishments.
 - iv) General exception.
 - v) Abetment.
 - ix) Offence by or relating to Public servant.
 - x) Contempt of the Lawful authority of the public servants.
 - xi) False evidence and offences against public justice.
 - xvii) Offences against property.
 - xviii) Offences relating to documents and to trade and property marks.
 - xxiii) Attempt to commit offences.

For this examination, simple questions will be framed in such a manner as not to involve points of difficulty but rather show the possession, or want of general and intelligent acquaintance with the Acts and their bearing on Forest work. One paper will be set to be answered without books. This paper will carry 100 marks and time allowed will be 3 hours.

One paper "without Books". It will contain simple and intelligent questions.

b) The following books are prescribed for office procedure and account.

- 1) Manual of office procedure.
- 2) Accounts Code Volume III.
- 3) Assam Forest manual Vol.II

One paper – without books – 3 hours – 100 marks.

The various books prescribed for the test will be read by the Range Officer during his training period and he should arrange to pass them before the end of two years.

Sd/- E.S. Thangam,
CHIEF CONSERVATOR OF FORESTS &
SECRETARY (FORESTS): ARUNACHAL PRADESH
SHILLONG.

Memo No.FOR.191/75/8122-38.

Dated Shillong
The 30th June'76

Copy to:

1. All Conservator of Forests,
2. All Divisional Forest Officers,
Arunachal Pradesh.

Sd/-
For CHIEF CONSERVATOR OF FORESTS &
SECRETARY (FORESTS)
ARUNACHAL PRADESH : SHILLONG.

APPENDIX – VI

Recruitment Rules for the Arunachal Pradesh Forest Department Ministerial Service (Class II – Gazetted and Class III (Non-Gazetted) posts.

GOVERNMENT OF INDIA
ARUNACHAL PRADESH ADMINISTRATION
SHILLONG.

NOTIFICATION

No.FOR.53/67

In exercise of the Powers delegated by the President under the proviso to Article 309 of the Constitution of India vide Government of India, Ministry of Home Affairs' Notification No.7/150-56/3/73-AP; dated 1-8-'73 the Chief Commissioner, Arunachal Pradesh is pleased to make rules for recruitment to Class II (Gazetted) & Class III (Non-Gazetted) Ministerial posts in the establishment of the (i) Chief Conservator of Forests, Conservator of Forests (ii) Divisional Forest Officer of the Arunachal Pradesh Forest Department as under.

Short Title :- These rules may be called "The Arunachal Pradesh Forest Department (Ministerial Class II (Gazetted) & Class III (Non-Gazetted) posts) Recruitment Rules, 1974" and shall be applicable to posts specified in the Schedule below:-

Commencement of Rules :- These rules shall come into force from the date of their publication in the official gazette. All recruitment in pursuance of these rules shall conform to particulars stated in the schedules below:-

Repeal and Saving :- All rules and procedure corresponding to these rules, in force immediately before the commencement of these rules are hereby repealed.

4. Initial Appointment :- On and after the commencement of these rules persons holding continuously for 2 years or more any of the duty posts mentioned in the schedules below shall continue to hold such posts as initial appointees, notwithstanding anything in the rules.

Provided that those who have not continuously hold by such post for 2 years or more may continue to hold any such posts for a period of 1 year from such commencement as if these rules have not come into force.

SCHEDULE – I

<u>Item No.</u>	<u>Particulars of recruitment</u>
1. Designation of post	: Registrar Office of the Chief Conservator of Forests, Arunachal Pradesh.
2. Classification of post	: Class – II (Gazetted)
3. Scale of pay	: Rs.650-25-650-EB-25-750/- p.m.
4. Method of recruitment	: By promotion on the basis of seniority-cum-merit from amongst the Superintendent of the Arunachal Pradesh Forest Department.
5. Constitution of Departmental Promotion Committee	: Recruitment shall be made on the recommendations of the Departmental Promotion Committee constituted by the Government of India for filling up Class II posts in Arunachal Pradesh Administration from time to time.

SCHEDULE – II

Establishment of C.C.F. & C.F. of Arunachal Pradesh Forest Department

<u>Item No.</u>	<u>Particulars of recruitment</u>
1. Designation of post	: Superintendent (Non-Gazetted)
2. Classification of post	: Class – III (Non-Gazetted)
3. Scale of pay	: Rs.375-20-475-EB-20-575/- p.m.
4. Method of recruitment	: By promotion on the basis of seniority-cum-merit from amongst the serving selection grade UDA/Upper Division Assistant/Assistant belonging to the establishment of C.C.F. & C.F.
5. Constitution of Departmental Promotion Committee	: Appointment shall be made on the recommendations of the Departmental Promotion Committee consisting of the following Officers.
	Chairman : i) One Conservator of Forests to be nominated by the C.C.F.
	Members : i) Any Deputy Secretary of the Govt. of Arunachal Pradesh.
	c) A Gazetted Forest Officer to be nominated by C.C.F.

SCHEDULE – III

<u>Item No.</u>	<u>Particulars of Recruitment</u>
1. Designation of post	: Selection Grade UDA/ Assistant.
2. Classification of post	: Class – III (Non-Gazetted)
3. Scale of pay	: Rs.375-15-450/- p.m.
4. Method of recruitment	: By promotion on the basis of seniority-cum-merit from amongst the serving U.D. Assistants./Accounts belonging to the Establishment of CCF/CF who have rendered at least 10 years of service in the grade of U.D.A./Accountant.
5. Constitution of Departmental Promotion Committee	: Appointment shall be made on the recommendations of the D.P.C. consisting of the following Members:-
Chairman	: i) One Conservator of Forests to be nominated by the C.C.F.
Members	: i) Any Deputy Secretary of the Govt. of Arunachal Pradesh. c) A Gazetted Forest Officer to be nominated by C.C.F.

SCHEDULE – IV

Establishment of C.C.F. & C.F. of Arunachal Pradesh Forest Department.

<u>Item No.</u>	<u>Particulars of Recruitment</u>
1. Designation of post	: Assistant/Accountant.
2. Classification of post	: Class – III (Non-Gazetted)
3. Scale of pay	: Rs.425-15-500-EB-15-560-20-700/- p.m.
4. Method of recruitment	: (A) 75% of the posts will be filled up by promotion on the basis of seniority-cum-merit from amongst the serving Lower Division Assistants belonging to the Establishment of C.C.F & C.F. who have rendered 5 years service in the grade of L.D. Assistant in the Establishment of C.C.F. & C.F. (B) 25% of the posts will be filled up by promotion on the basis of seniority-cum-merit from amongst the Head Assistant/Upper Division Assistants/Accountant from the Divisional Establishment of A.P. Forest Department who have rendered 5 years service in the grade of U.D.A./Accountant.
5. Constitution of Departmental Promotion Committee	: As recommended by the Government of Arunachal Pradesh from time to time.

SCHEDULE – VII.

Establishment of CCCF & CF in Arunachal Pradesh Forest Department

<u>Item No.</u>	<u>Particulars of recruitment</u>
1. Designation of post	: Head Assistant.
2. Classification of post	: Class-III (Non-Gazetted)
3. Scale of pay	: Rs.425-15-500-EB-15-560-20-700/-
4. Method of recruitment	: Appointment shall be made by promotion on the basis of seniority-cum-merit from among the U.D. Assistant/Accountant belonging to the Divisional Establishment.
5. Constitution of Departmental Promotion Committee.	: As constituted by the Government of Arunachal Pradesh from time to time.

GOVERNMENT OF ARUNACHAL PRADESH
ORGANIZATION AND METHODS DEPTT.

NOTIFICATION

NO.OM.38/76

Dated Itanagar, 791 111, the
19th March/77.

In exercise of the powers delegated by the President of India under the proviso of the Article 309 of the Constitution of India vide Government of India, Ministry of Home Affairs Notification No.U.15036/3/73-AP dated 1st August, 1973, the Administrator, Arunachal Pradesh is pleased to make the Rules for recruitment of Class III posts of Driver in the establishment of the Secretariat, the Head of Departments (both Major & Minor) and the District and other offices, as in the Schedule below:

1. Short title

These Rules may be called the Arunachal Pradesh Government (Establishment) Driver's Recruitment Rules, 1977 and shall be applicable to post specified in the Schedule I below:

2. Commencement of the Rules.

These Rules shall come into force with effect from the date of their publication in the Arunachal Pradesh Official Gazette. All recruitments in pursuance of these Rules shall conform to the particulars stated in the Schedules below:

3. Interpretation

If any question relating to the interpretation of these Rules arises, it shall be referred to the Administrator whose decision thereon shall be final.

4. Repeal and Saving

All rules and procedures corresponding to these rules and procedure in force immediately before the commencement of these rules are hereby repealed. Provided that any order made or action taken under the rules so repealed, shall be deemed to have been made or taken under the corresponding provisions of these Rules.

5. Disqualification

No persons.

- a) Who has entered into or contracted marriage with a person having spouse living or
- b) Who, having a spouse living, has entered into or contracted marriage with any person shall be eligible for appointment to the said post.

NOTIFICATION

NO.FOR.281/78

Dated Itanagar,

Provided that the Administration of Arunachal Pradesh may, if satisfied that such marriage is permissible under the personal law applicable to such person and the other party to the marriage and there are other grounds for so doing, exempt any person from the operation of this rule.

SCHEDULE – I

<u>Item No.</u>	<u>Particulars of recruitment</u>
1. Designation of post	: Driver.
2. Classification of post	: Class-III (Non-Gazetted).
3. Scale of pay	: i) Rs.260-6-290-EB-6-326-8-366-EB-8-390-10-400/- (for driver of heavy vehicles). ii) Rs.260-6-326-EB-8-350 (for driver of light vehicles).
4. Method of recruitment	: A) All posts will be filled up by selection from amongst the drivers of light vehicle subject to object test of driving and motor mechanism as the Government of Arunachal Pradesh may prescribe from time to time. B) 75% of the posts of drivers of light vehicles will be filled in by direct recruitment. Recruitment will make on the basis of the recommendations of the Selection Board/DPC. 80% of the direct recruitment should be reserved for the Scheduled Tribes of Arunachal Pradesh. C) 25% of the posts of drivers of light vehicles will be filled in by promotion. Appointment will be made from amongst serving Handyman of Arunachal Pradesh possessing a valid driving license for light/medium vehicles. In the event of non-availability of Handyman, vacancies to the extent available will be filled up by direct recruitment. In case of promotion, the reservation for Scheduled Caste/Scheduled Tribes would be as specified in Government of India's instructions issued from time to time.

5. Educational and other qualification : The candidate for the post of drivers of light vehicle against direct recruitment quota of 75% should have passed Class VIII or equivalent examinations from a recognized School. Candidates must possess a valid driving license for light/medium vehicle and actual experience of driving a light/medium vehicle as regular or casual employees or as owner operator. The general educational qualification will be of Class VIII passed or equivalent which is relaxable in respect of Arunachal Pradesh Tribal candidates if they are found otherwise technically proficient to drive and if they possess working knowledge of English and Hindi. Preference will be given to those having working experience in motor mechanism or having passed diploma/certificate course in motor mechanism.
6. Age : The Candidates for the post of driver of light vehicle against the direct recruitment quota of 75%, should not be less than 18 years of age and should not be more than 25 years of age on the first day of the year of recruitment. The upper age limit will be relaxable in case of Scheduled Castes/Tribes and other categories of persons in accordance with the order of the Government of India from time to time.
7. Constitution of D.P.C./Selection Board : Recruitment shall be made on the basis of the recommendations of the Selection Board/Departmental Promotion Committee to be constituted by the Administrator from time to time.
8. Cadre : The existing cadres of Drivers will remain in force, till the Administrator, by notification in official gazettee orders any change thereto.

By order and in the name of the Administrator.

NOTIFICATION

NO.FOR.281/78:

Dated Itanagar,
the 31st Jan'80

In exercise of the powers conferred by the proviso to Article 309 of the Constitution of India vide Government of India, Ministry of Home Affairs Notification No.U.15036/3/73-AP dated 1st August, 1973, the Administrator, Arunachal Pradesh is pleased to make the following Rules to regulate the method of Recruitment of Group 'C' posts in the Forest Department, Govt. of Arunachal Pradesh, namely:-

1. Short Title and Commencement:- (I) These rules may be called the (Group 'C' posts Recruitment Rules, 1980 for the post of Primary Investigator (II) They shall come into force on the date of publication in the Arunachal Pradesh Gazette.

2. These Rules shall apply to the posts as specified in Column 1 of the Schedule annexed to the Rules.

3. Number of posts, Classification and Scale of pay:- The number of posts, their classification and the scale of pay attached thereto shall be specified in Columns 2 to 4 in the Schedule aforesaid.

4. Method of Recruitment, Age limit and other qualifications:- The Method of recruitment to the said posts, Age limit, qualifications and other matters relating thereto shall be as specified in columns 5 to 13 of the Schedule aforesaid.

5. Disqualification:- No person,

(a) who has entered into or contracted a marriage with a person having a spouse living; or

(b) who having a spouse living, has entered into or contracted a marriage with any person, shall be eligible for the appointment to the said post. Provided that the Administrator, Arunachal Pradesh may, if satisfied that such marriage is permissible under the personal law applicable to such person and the other party to the marriage and there are grounds for so doing, exempt any person from the operation of these rules.

6. Power to Relax:- Under the Administrator of Arunachal Pradesh is of opinion that it is necessary or experience so to do, he may by order for reasons to be recorded in writing, and in consultation with Arunachal Pradesh Selection Board relax any of the provisions of these rules with respect to any class or category of person.

7. Repeal and Saving:- All rules and procedures corresponding to these rules and procedures in force immediately before the commencement of these rules are hereby repealed, provided that any order made or action taken under the rules so repealed shall be deemed to have been validly made or taken under the corresponding provisions of these rules.

Nothing in these rules shall affect reservation/relaxation of age limit and other concessions required to be provided for the Scheduled Castes and Scheduled Tribes and other special categories of persons in accordance with the order issued by the Central Government from time to time in this regard.

SCHEDULE

IN DEPARTMENT OF FORESTS
RECRUITMENT RULES (GROUP "C" POSTS) : FILE NO.FOR.281/78:

Name of post	No. of posts	Classification	Scale of pay	Whether Selection post or non-selection post	Age for direct recruits	Educational and other qualifications required for direct recruits.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Primary Investigator	11 Nos.	Group "C" (Non-Gazetted) General Central Service. Non-Ministerial.	Rs.330-10-380-EB-12-500-EB-15-560/-	a) Selection post.	Minimum 18 years & Maximum 25 years of age. Relaxable in case of Schedule Caste/Schedule Tribes candidates and other categories of candidates as per Govt. of India's instruction from tie to time.	(i) Bachelor Degree from recognized University with Statistics, Economics or Mathematics or Commerce as one of the subjects. (ii) Pre-University course (2 years) passed in Arts, Science with statistics or Economics or Mathematics or Commerce as one of the subjects in case of Scheduled Tribes of Arunachal Pradesh.

Whether Age and Educational Qualifications prescribed for direct recruitments will apply in the case of promotees.	Period of probation if any	Method of recruitment whether by direct recruitment or by promotion or by deputation/transfer & percentage of the vacancies to be filled by various methods.	In case of recruitment by promotion/deputation/transfer grades from which promotion/deputation/transfer to be made.	If a D.P.C. exists what is its composition.	Circumstances in which U.P.S.C. is to be consulted in making Recruitment.
(8)	(9)	(10)	(11)	(12)	(13)
Does not arise.	2 (two) years.	100% by Direct Recruitment. 80% of the posts would be reserved for Scheduled Tribes of Arunachal Pradesh.	---	As constituted by the Government from time to time.	---

GOVERNMENT OF ARUNACHAL PRADESH
OFFICE OF THE SECRETARY (FORESTS)
ITANAGAR.

NO. FOR.281/78:

Dated Itanagar,
The 21st Jan, '80.

NOTIFICATION

In exercise of the powers conferred by the proviso to Article 309 of the Constitution of India vide Government of India, Ministry of Home Affairs Notification No.U.15036/3/73-AP dated 1st August, 1973, the Administrator, Arunachal Pradesh is pleased to make the following Rules to regulate the method of Recruitment of Group 'C' posts in the Forest Department, Govt. of Arunachal Pradesh, namely:-

1. Short Title and Commencement:- (i) These rules may be called the (Group 'C' posts) Recruitment Rules, 1980 for the post of Inspector of statistics and (ii) They shall come into force on the date of publication in the Arunachal Pradesh Gazette.
2. These Rules shall apply to the posts as specified in Column 1 of the Schedule annexed to the Rules.
3. Number of posts, Classification and Scale of pay:- The number of posts, their classification and the scale of pay attached thereto shall be specified in Columns 2 to 4 in the Schedule aforesaid.
4. Method of Recruitment, Age limit and other qualifications:- The Method of recruitment to the said posts, Age limit, qualifications and other matters relating thereto shall be as specified in columns 5 to 13 of the Schedule aforesaid.
5. Disqualification:- No person,
 - (a) who has entered into or contracted a marriage with a person having a spouse living; OR
 - (b) who has a spouse living, has entered into or contracted a marriage with any person, shall be eligible for the appointment to the said post. Provided that the Administrator, Arunachal Pradesh may, if satisfied that the such marriage is permissible under the personal law applicable to such person and the other party to the marriage and there are grounds for so doing, exempt any person from the operation of these rules.
6. Power to Relax:- Where the Administrator of Arunachal Pradesh is of opinion that it is necessary or experience so to do, he may by order for reasons to be recorded in writing, and in consultation with Arunachal Pradesh Selection Board relax any of the provisions of these rules with respect to any class or category of person.
7. Repeal and Saving:- All rules and procedures corresponding to these rules and procedures in force immediately before the commencement of these rules are hereby repealed, provided that any order made or action taken under the rules so repealed shall be deemed to have been validly made or taken under the corresponding provisions of these rules.

Nothing in these rules shall affect reservation/relaxation of age limit and other concessions required to be provided for the Scheduled Castes and Scheduled Tribes and other special categories of persons in accordance with the order issued by the Central Government from time to time in this regard.

IN DEPARTMENT OF FORESTS
RECRUITMENT RULES (GROUP "C" POSTS) : FILE NO.FOR.281/78:

Name of post	No. of posts	Classification	Scale of pay	Whether Selection post or non-selection post	Age for direct recruits	Educational and other qualifications required for direct recruits.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Inspector of Statistics/Statistical Inspector	2 Nos.	Group "C" (Non-Gazetted) General Central Service. Non-Ministerial.	Rs.425-15-500-EB-15-560-20-700/- P.M.	Non-Selection basis for promotees and Selection for Direct recruits.	Minimum 18 years & Maximum 25 years of age. Relaxable in case of Schedule Caste/Schedule Tribes & other categories of candidates as per instructions issued by the Govt. of India.	<u>ESSENTIAL:</u> (i) A Bachelor Degree in Economics or Statistics. (ii) A Bachelor Degree in Arts/Science with statistics or Mathematics as one of the subject for Arunachalists. <u>PREFERENTIAL:</u> Master's Degree in Statistics.

Whether Age & educational qualifications prescribed for direct recruitments will apply in the case of promotees.	Period of probation if any	Method of recruitment whether by direct recruitment or by promotion or by deputation/transfer & percentage of the vacancies to be filled by various methods.	In case of recruitment by promotion/deputation/transfer grades from which promotion/deputation/transfer to be made.	If a D.P.C. exists what is its composition.	Circumstances in which U.P.S.C. is to be consulted in making recruitment.
(8)	(9)	(10)	(11)	(12)	(13)
Does not arise.	2 (two) years.	i) 33 1/3% by direct recruitment. 80% of the above quota would be reserved for Arunachal Tribals. ii) 60 2/3% by promotion.	By promotion from the Primary Investigators with 5 (five) years service in the Cadre.	As constituted by the Government for Group "C" posts comprising:- 1) The Chief Conservator of Forests & Secretary (Forests), Govt. of A.P. 2) The Dy. Secretary (GA), Govt. of Arunachal Pradesh. 3) The Dy. Conservator of Forests (Hqrs.) in the office of CCF, A.P., Itanagar. Or As constituted by the Government from time to time.	---

GOVERNMENT OF ARUNACHAL PRADESH
(ORGANIZATION AND METHODS DEPARTMENT)

NO.OM.38/76

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Dated Itanagar, 19th March/77.

NOTIFICATION

In exercise of the powers delegated by the President of India under the proviso to Article 309 of the Constitution of India vide Government of India, Ministry of Home Affairs Notification No.U.15036/3/73-A.P., dated 1.8.'73, the Administrator, Arunachal Pradesh is pleased to make the Rules for recruitment of Class III posts in the establishment of the Secretariat, the Heads of Departments (both major & minor) and the Districts and other offices, as in the Schedule below:-

1. Short title: These Rules may be called the Arunachal Pradesh Government (Establishment) Class III (Upper Division Clerk and Lower Division Clerk) Recruitment Rules, 1977 and shall be applicable to posts specified in the schedules below.
2. Commencement of the Rules: These Rules shall come into force from the date of their publication in the official gazette. All recruitments in pursuance of these Rules shall conform to the particulars stated in the schedules below.
3. Interpretation: If any question relating interpretation of these Rules arises, it shall be referred to the Administrator whose decision thereon shall be final.
4. Repeal and Savings: All rules corresponding to these rules and procedure in force immediately before the commencement of these rules are hereby repealed. Provided that any order made or action taken under the rules so repealed shall be deemed to have been made or taken under the corresponding provisions of these Rules.
5. Disqualification: No persons:-
 - a) who has entered into or contracted a marriage with a person having spouse living; or
 - b) who, having a spouse living, has entered into or contracted marriage with any person, shall be eligible for appointment to the said post.

Provided that the Administration of Arunachal Pradesh may, if satisfied that such marriage is permissible under the personal law applicable to such person and the other party to the marriage and there are other grounds for so doing, exempt any person from the operation of this rule.

SCHEDULE – I

<u>Item No.</u>	<u>Particulars of recruitment</u>
1. Designation of post	: Upper Division Clerk.
2. Classification of post	: Class-III (Non-Gazetted).
3. Scale of pay	: i) Rs.330-10-380-EB-12-500-EB-15-560/- p.m.
4. Method of recruitment	: (A) 50% of the post will be filled up by promotion on the basis of seniority from among the L.D.C. who have rendered 5 years continuous service in the grade of LDC. The reservation for Scheduled Caste/Scheduled Tribes in the case of promotion would be as specified in the Govt. of India's instruction issued from time to time. B) Recruitment for the remaining 50% posts shall be made on the basis of merit adjusted through a written test carrying 300 marks followed by viva-voce test carrying 100 marks. The written test shall consist of the following papers. 1. General Knowledge - 100 marks. 2. English Essay, Composition, Letter writing - 100 marks. 3. Elementary Mathematics - 100 marks.
5. Educational qualification	: 80% of the direct recruitment would be reserved for the Scheduled Tribes of Arunachal Pradesh. Candidates for appointment against the direct recruitment quota should pass a degree from a recognized University in Arts, Science or Commerce. This will be relaxable upto P.U./Higher Secondary School Examination in the case of indigenous tribal candidate from Arunachal Pradesh.
6. Age	: Candidate for appointment in the direct recruitment quota should be not less than 18 years of age and not more than 25 years of age on the first day of the year of recruitment. The upper age limit will be relaxable in the case of Scheduled Castes/Scheduled Tribes and other categories of persons in accordance with the orders issued by the Govt. of India from time to time.

7. Selection Board : Recruitment will be made on the recommendations of the Selection Board constituted by the Administrator from time to time for different cadre of posts.
8. Cadre : The existing cadres of Upper Division Clerks shall remain in force, until the Administrator, by notification in official gazettee, orders any change thereto.

SCHEDULE – II

<u>Item No.</u>	<u>Particulars of recruitment</u>
1. Designation of post	: Lower Division Clerk.
2. Classification of post	: Class-III Non-Gazetted.
3. Scale of pay	: i) Rs.260-6-290-EB-6-326-EB-8-390-10-400/-
4. Method of recruitment	: (A) 90% by direct recruitment. Recruitment shall be made on the basis of merit adjudged through a written test carrying 300 marks, followed by viva-voce test carrying 100 marks. The written test shall consist of the following papers. 1. General Knowledge & Elementary Mathematics - 100 marks. 2. English Essay & Letter writing - 100 marks. 3. Typing speed test - 100 marks. 80% by the direct recruitment would be reserved for the Scheduled Tribes of Arunachal Pradesh. (B) 10% by promotion from Record Keeper/Grade IV employees of A.P. Government. Recruitment shall be made on the basis of seniority cum merit from among the Record Keeper and Matriculated Grade IV employees of Arunachal Pradesh Government having 3 years continuous service, subject to qualifying in the typing speed test conducted by the Government. The reservation for Scheduled Caste/Schedule Tribe in the case of promotion would be as specified in Govt. of India's instructions issued from time to time.
5. Educational qualification	: Candidate for the appointment to the post shall have passed the Matriculation Examination or equivalent examination from a recognized University/Board. The candidate should also qualify with minimum typing speed test of 30 words per minute in a speed test conducted by

the Government. In the case of indigenous Arunachal Pradesh Tribals who appeared but failed in the Higher Secondary Examination would be eligible for appointment. In their case, minimum speed limit may be relaxed to 20 words per minute for probationary period of six months. The indigenous Tribal candidate shall have to qualify with the minimum typing speed of 30 words per minute failing which the probationary appointment of the candidate to the grade shall be terminated.

6. Age : Candidates should be not less than 18 years and more than 25 years of age on the first day of the year of recruitment. The upper age limit is relaxable in the case of Scheduled Castes and Scheduled Tribes and other categories or persons in accordance with the orders issued from the Government of India from time to time.
7. Constitution of Selection Board : Appointment will be made on the recommendation of a Selection Board constituted by the Administrator from time to time.
8. Cadre : The existing cadres of the Lower Division Clerks shall remain in force until the Administrator, by notification in the official Gazette, orders any change thereto.

By order and in the name of the Administrator.

Sd/- (I.P. GUPTA)
CHIEF SECRETARY,
GOVERNMENT OF ARUNACHAL PRADESH,
ITANAGAR.

APPENDIX – VII
(Vide para 15.2)

Recruitment Rules for Arunachal Pradesh other categories of staff.

GOVERNMENT OF ARUNACHAL PRADESH
(ORGANIZATION AND METHODS DEPARTMENT)

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NOTIFICATION

NO.OM.38/76

Dated Itanagar, 791111, the
19th March, 1977.

In exercise of the powers delegated by the President of India under the proviso to Article 309 of the Constitution of India vide Govt. of India, Ministry of Home Affairs Notification No.U.15036/3/73-A.P., dated 1st August, 1973, the Administrator, Arunachal Pradesh is pleased to make the Rules for the recruitment of Class IV posts in the establishment of the Secretariat, the Heads of Departments (both major and minor) and the District and other offices, as in the schedules below:-

1. Short title: The Rules may be called the “Arunachal Pradesh Govt. (Establishment) Class IV Recruitment Rules, 1977 and shall be applicable to the posts specified in the Schedules below.
2. Commencement of the Rules: These Rules shall come into force with effect from the date of their publication in the Arunachal Pradesh official Gazette. All recruitments in pursuance of these Rules shall conform to the particulars stated in the schedules below.
3. Interpretation: If any question relating interpretation of these Rules arises, it shall be referred to the Administration whose decision shall be final.
4. Repeal and Savings: All rules and procedures corresponding to these rules and procedures in force immediately before the commencement of these rules are hereby repealed provided that any other order made or action taken under the rules so repealed shall be deemed to have been validly made or taken under the corresponding provisions of these Rules.

5. Disqualification: No persons:-
- (b) who has entered into or contracted a marriage with a person having spouse living; or
 - (b) who, having a spouse living, has entered into or contracted marriage with any person, shall be eligible for appointment to the said post.

Provided that the Administrator of Arunachal Pradesh may if satisfied that such marriage is permissible under the personal law applicable to such persons and the other party to the marriage and there are other ground for so doing, exempt any person from the operation of this rule.

SCHEDULE – I

<u>Item No.</u>	<u>Particulars of recruitment</u>
1. Designation of post	: Duftry and Jamadar.
2. Classification of post	: Class-IV Non-Gazetted.
3. Scale of pay	: i) Rs.200-3206-4-234-EB-4-250/- p.m.
4. Method of recruitment	: By 50% selection & 50% promotion on the basis of seniority subject to fitness from among Peons who have rendered not less than 5 years continuous service in the grade of Peon from the establishment where the vacancies have occurred. The recruitment shall be made subject to reservations for Scheduled Caste and Scheduled Tribes as specified in the Government of India's instructions regarding reservations in posts filled up by promotion on the basis of seniority, subject to fitness, issued from time to time.
5. Constitution of the Selection Board	: Recruitment shall be made on the basis of recommendations of the Selection Board constituted by the Administrator in respect to the separate establishments under the Government of Arunachal Pradesh from time to time.
6. Cadre	: The existing separate cadres of Duftry and Jamadar in respect of different establishments under the Govt. of Arunachal Pradesh shall remain in force until the Administrator, by notification in the official gazette, orders any change thereto.

SCHEDULE – II

<u>Item No.</u>	<u>Particulars of recruitment</u>
1. Designation of post	: Peon/Chowkidar/Dak-Runner/Mali/Sweeper/Lab Attendant.
2. Classification of post	: Class-IV.
3. Scale of pay	: i) Rs.196-3-220-EB-3-232/-.
4. Method of recruitment	: By direct recruitment, provided at least 80% of such recruitments shall be from Arunachal Pradesh.
5. Educational qualification	: Minimum educational qualification is middle school standard of recognized school with working knowledge in English in respect of Peons and Dak-Runners. Provided that for candidates belonging to the Scheduled Tribes of Arunachal Pradesh, minimum educational qualification of "middle school standard" would be relaxable to Class V passed in case of Peon and Dak Runner. No educational qualification is prescribed for Chowkidar/Malis/Sweepers.
6. Age	: The candidates should be not less than 18 years of age and not more than 25 years of age on the first day of the year of recruitment. The upper age limit will be relaxable in the case of Scheduled Castes and Scheduled Tribes and other categories or persons in accordance with the orders issued from the Government of India received from time to time.
7. Composition of the Selection Board/D.P.C.	: Recruitment shall be made on the basis of recommendations of a Selection Board/DPC as constituted by the Administrator from time to time.
8. Cadre	: The existing cadres of Peon/Chowkidar/Dak-Runner/Mali/Sweeper/Lab Attendant will remain in force till the Administrator, by notification in official gazette, orders any change thereto.

By order and in the name of the Administrator.

Sd/- (I.P. GUPTA)
Chief Secretary :: Govt. of Arunachal Pradesh,
Itanagar.

GOVERNMENT OF ARUNACHAL PRADESH
OFFICE OF THE SECRETARY (FORESTS)
ITANAGAR

NO.FOR.193/76/Pt/

Dated Itanagar, the 1977.

In exercise of the powers delegated by the President under the proviso to Article 309 of the Constitution of India vide Govt. of India, Ministry of Home Affairs Notification No.U.15036/3/73-A.P., dated 1.8.'73, the Administrator, A.P. is pleased to make the following Rules for the recruitment to post of Record Keeper (Non-gazetted Class-III) in the establishment Arunachal Pradesh Forest Department as under:-

1. Short title: These Rules may be called the Arunachal Pradesh Forest Department (Recruitment of Record Keeper) Rules 1977 and shall be applicable to the post specified in the Annexure attached to these Rules.
2. Commencement of the Rules: These Rules shall come into force from the date of their publication in the official gazette. All recruitments in pursuance of these Rules shall conform to particulars stated in the annexure below.
3. Interpretation If any question arises relating to the interpretation of these rules, it shall be referred to the Chief Secretary, Govt. of Arunachal Pradesh whose decision thereon shall be final.
4. Disqualification No person -
 - a) who has entered into or contracted a marriage with a person having spouse living, or
 - b) who having a spouse living, has entered into or contracted a marriage with any person, shall be eligible for appointment to the said post.

Provided that the Administrator of Arunachal Pradesh may if satisfied that such marriage is permissible under the personal law applicable to such persons and the other party to the marriage and there are other ground for so doing, exempt any person from the operation of this rule.
5. Power relax Where the Administrator is of the opinion that it is necessary or expedient so to do, it may, by order, for reason to be recorded in writing relax any of the provision of those rules with respect to any class or category of persons.

ANNEXURE – I

<u>Item No.</u>	<u>Particulars of recruitment</u>
1. Designation of post	: Record Keeper.
2. Classification of post	: Group 'C' General Service Non-Gazetted.
3. Scale of pay	: i) Rs.225-5-260-6-326-EB-8-350/-
4. Method of Recruitment	: Appointment shall be made by selection/promotion on the basis of merit cum seniority from among the serving Matriculate Daftries of Arunachal Pradesh Forest Department having 5 years of service. If the Daftries with matriculation qualification are not available, the post will be filled by direct recruitment.
5. Educational & other qualification prescribed.	: Candidate should have passed the Matriculation or equivalent examination from a recognized University/Board.
6. Age	: The candidates for direct recruitment should be of not less than 18 years of age and more than 25 years of age on the date of appointment.

The upper age limit will be relaxable in the case of Scheduled Caste and Scheduled Tribes and other categories of persons in accordance with the orders issued by the Govt. of India from time to time.

7. Probation : Probation period will be for one year from the date of appointment
8. Departmental Promotion Committee/Selection Board : Recruitment will be made on the recommendation of the D.P.C./Selection Board consisting of the following officers.
- A. Chairman – Head of Department.
- B. Members (i) One Class I Officer from another department (To be deputed by concerned Secretary).
- (ii) Deputy or Under Secretary of the concerned Department (To be deputed by concerned Secretary).

9.

Sd/- E.S. Thangam,
Secretary (Forests),
Arunachal Pradesh,
Itanagar.

APPENDIX – VIII
(Vide Rule No.17.1)

Powers delegated to Officers under Central Civil Services
(Classification, Control and Appeal) Rules, 1968.

GOVERNMENT OF ARUNACHAL PRADESH
OFFICE OF THE CHIEF CONSERVATOR OF FORESTS

NOTIFICATION

NO.FOR.216/70

In exercise of the powers conferred on the Union Territories in Part II & III of the Schedule to the Central Civil Services (Classification, Control and Appeal) Rules-1965, I, K.A.A. Raja, Lt. Governor, Arunachal Pradesh hereby re-delegated the following powers to the officers of the Arunachal Pradesh Forest Department as shown below:-

Description of posts.	Appointing Authority.	Authority competent to impose penalties.	Penalties which it may impose.
1.	2.	3.	4.
Post belonging To Central Civil Service Class III. 1. Superintendent (Non-Gazetted)	Chief Conservator of Forests.	Chief Conservator of Forests.	All penalties.
2. Assistant	-do-	Chief Conservator of Forests in respect of posts in his office, divisions.	

		-110-	
3. Statistical Inspector.	-do-	-do-	
4. Head Asstt.	-do-	-do-	
5. Forest Ranger	-do-	Under him and post under Conservator of Forests. Conservator of Forests in respect of posts in their office and Circle. Head of Offices in respect of the posts under them.	All penalties. All minor penalties. Censure.
All other Class III Posts.	Chief Conservator of Forests in respect of the posts in his office and Divisions under him. Head of office in respect of posts under them. Conservator of Forests in respect of the posts in their offices & Circles.	Chief Conservator of Forests. Head of office in respect of posts under them. Conservator of Forests Head of offices in respect of the posts under them.	All penalties. All minor penalties. All minor penalties. All minor penalties.
<u>Posts belonging to Central Civil Service Class IV.</u>	Chief Conservator of Forests in respect of the posts in his office/divisions under him.	Chief Conservator of Forests Head of offices concerned.	All penalties. All minor penalties.
	Conservator of Forests in respect of the posts in their respective offices/divisions under them.	Conservator of Forests concerned. Heads of offices concerned.	All penalties. All minor penalties.
	Divisional Forest Officer, Deputy Conservator of Forests all other Heads of offices in respect of the posts in their respective divisions/Estts./offices.	Divisional Forest Officer/Deputy Conservator of Forests concerned, Head of offices.	All penalties.

2. The above re-delegation shall take effect from the date of issue of this notification.

By order and in the name of the
Lt. Governor.

E.S. Thangam
Secretary (Forests),
Arunachal Pradesh.

Memo No.FOR.216/70/5485-515

Dtd. Shillong, the 1st May 1976.

Copy to:-

1. The Chief Secretary, Arunachal Pradesh, Itanagar.
2. The Director of Information & Public Relation, A.P., Shillong (in duplicate) for publication of the Notification in the next issue of the A.P. Gazette.
3. The Conservator of Forests, Northern/Southern Circle.
4. The Divisional Forests Officers, Arunachal Pradesh.
5. 10 Spare copies.

Sd/-
for E.S. Thangam,
Secretary (Forests)
Arunachal Pradesh.

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APPENDIX – IX.

(vide para 18.6)
FOREST DEPARTMENT OF ARUNACHAL PRADESH
Register of Securities of Ministerial and Non-Gazetted Officer, for the year 19

Name of Officer with Designation.	Amount of Security payable.	Nature of Security furnished.	Reference to the letter forwarding the bond to the I.G.R.	Total amount of Security already deposited to the end of previous year including interest.	Deposit during the year by monthly installment.												Total to end of the year Cols. 5 & 6	Remarks
					April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar		
1	2	3	4	5	6a	6b	6c	6d	6e	6f	6g	6h	6i	6j	6k	6l	7	8

INSTRUCTION:- Date of release of the Account with reason should be mentioned in the Remarks column against the officer concerned.

APPENDIX – X

(vide para 23.1)

Details of Uniform prescribed for the Executive Staff.

All Forest Rangers, Deputy Rangers, Foresters and Forest Guards are required to wear uniform when on duty. The following are the descriptions, according to rank of the prescribed uniform:-

Coats

A tunic made of Khaki drill of superior quality, to be cut as per sample sanctioned by the Conservator of Forests for Rangers, Deputy Rangers and Foresters. The coat to be made to fit loosely, and to be sewn with Khaki thread. The sewing of the inside belt not to be seen in the outside.

Rangers Khaki drill coat with an open collar showing a shirt and tie in front and expanding pleated pockets below the waist and a waist band or belt of Khaki material. Removable round while metal pleated buttons for coat. APF with three stars on each shoulder will be worn.

Deputy Ranger Removable round while metal pleated buttons and APF with two stars on each shoulder will be worn.

N.B. Forest Rangers and Deputy Forest Rangers may wear Khaki shirts with shoulder badges as uniform when on field work, with leather belt.

Forester I & II APF with one star on each shoulder and buttons of brass to be worn with leather belt. An issue of 2 Khaki shirts in lieu of 1 coat may be made to Forests each alternate years where it is considered that such clothing will be more suitable for their work.

Forest Guard Khaki drill shirt with a brass circular badge having letter 'FOREST GUARD' with leather belt.

Trousers.

For Rangers and Deputy Rangers to be of Khaki without stripe and of proper length. They should be rather narrow.

For guards, Khaki knickers not baggy, with khaki putties. As regards warm clothing, Khaki serge can be used instead of Khaki drill.

Note:- All Forest subordinates may wear khaki shirts and stocking or putties with their uniform as an alternative.

Cap.

Khaki beret cap will be worn by all subordinate from Forest Ranger to Forest Guard.

- N.B:-
1. All Forest Officials, whether permanent or temporary or below the rank of Foresters and Moharries are supplied with uniform free of cost.
 2. The time each article will last is one year.
 3. The serge and drill uniforms supplied at Government cost should be renewed every alternate year.
 4. The prescribed number of orderlies is two for each Divisional Forest Officer. One set of Khaki drill livery will be supplied every year to each orderly of the Divisional Forest Officer in the province.
 5. A register of receipts and issues of uniform should be kept in such form as Conservator may direct.

APPENDIX – XI
(vide para 30.4)

Rules for the registration and storage of forest Maps in
Divisional Forest Offices.

- - - - -

The following form of register for the receipt on distribution of forest maps is prescribed. Each paper 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 reserves.

Range					Forest			
Sheet No.	Scale	1 Mile			Sheet maps stored on shelf No. Book form.			
Dates of receipts issues.	Black Prints	Blue Prints			Cloth Maps.	Cut folded and mounted	Invoice No. and mounted	Received from or issued to
	Un-mounted	Moun- ted on cloth	Un- mou- nted	Moun- ted on cloth				

2. All issues should be entered in the register in block and receipts in red. Whenever a fresh indent is made in the balance should be struck and entered in the register in black between red ink lines rules 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 piece of thick mill board 40" x 28" should be placed on the top of the maps on each shelf.
6. A coloured copy of each maps mounted on cloth should endorsed "Record Copy" and should be kept in the Divisional Forest Office. On this copy, all additions exclusion 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. 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 record copies which must under no circumstances be removed from their offices.

8. The Chief Conservator will annually supply the Supdt. Of Forest Surveys with details of all alterations carried out on the survey of India Maps.
9. Right of way, plantation, working plan details etc. should specially coloured on the record copy.
10. A small scale index map of each division showing relative position of 2" forest maps therein should be pasted in the stock book.
11. When copies of more than one sheet are placed on the same shelf, different sheets should be separated by pieces of thick mill board & tag attached to each set showing what it consists.

APPENDIX – XII
(vide para 35.1)

Notification constituting NEFA Forest Department.

ORDER BY GOVT. OF ASSAM

NOTIFICATION

No.For/4/4/48/7-A/

n Shillong, the 1st May, 1948.

A Forest Department to be called the NEFA Forest Department is hereby constituted. It consists three Forest Divisions (i) Tirap Forest Division with H.Q. at Tirap (2) Sadiya Forest Division with H.Q. at Sadiya and (3) Balipara Forest Division with H.Q. at Charduar. The head of the Department is the Chief Forest Officer with H.Q. at Tirap, and a Divisional Forest Officer will be in charge of each of these Divisions which will have a separate executive and clerical staff according to necessity.

The various codes, Regulations and Rules in Assam Forest Department shall apply to the NEFA Forest Department and each officer and the staff shall be subject to the same rules, both and staff of the Assam Forest Department and shall enjoy the same rights and privileges, the Chief Forest Officer being considered as a Conservator of Forests for this purpose.

Sd/- N.K. Rustomji,
Adviser to the Governor of Assam
for Tribal areas.

Memo No.FOR.4/48/7/

Shillong, the 1st May, 1948.

Copy forwarded to:-

1. The Publisher, Assam Gazette for publication.
2. The Chief Forest Officer, NEFA Forest Department, for information with reference to Forest Adviser's Memo No.Fa.II/46/223; dt.4-2-'48.
3. The D.F.O., Tirap Forest Division for information.
4. The Comptroller, Assam for information. He is further requested to issue cheque books, etc. to the Chief Forest Officer and to the D.F.O., Tirap Division, who have already been appointed to enable them to draw money from Margherita Sub-Treasury. They will render regular accounts as required under rules and necessary instructions therefore may be issued as early as possible.

Sd/- H. Dutta
for Adviser to the Governor of
Assam for Tribal Areas.

APPENDIX – XIII(1)
(vide Para 36.1)

F.D. FORM NO. 38

TREE MARKING BOOK

FOREST DEPARTMENT, ARUNACHAL PRADESH.....DIVISION.

Name of Forests.RANGE.

Number and date of Permit.

Name of purchaser.

No. of trees	Species	Girth	Length	Remarks
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APPENDIX – XIII (3)
Depot Form – F.D. Form No.1.

Forest Department, Arunachal Pradesh.....Division.

Depot form for19 .

Name of Deposit	Description of produce.	On hand 1 st19		Recd. During the month.			Dispose during the month.			Rate	Total amount of sale	Amt. actually paid	Nos. or pieces etc. removed	Nos. or pieces sold but not removed
		No. or Qty.	C. ft.	Whence recd.	No. or Qty.	C. ft.	How disposed of	No. or Qty.	C. ft.					
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.

Balance.		Remarks
No. or quantity	Cubic Feet.	
16.	17.	18.

Dated
The.....19.....

Divisional Forest Officer,
.....Division.

-120(i)-
APPENDIX – XII (4)
 (Vide Para 36.1.)

F.D. FORM No. 6.

Forest Department, Arunachal Pradesh.....Division.

Revenue from timber and other forest produce cut, collected and removal from Forest
 by consumers or purchasers including pasture during the month of19 .

Forest Range or Unit	Forest or Locality	Produce removed.		Rate	Amount of Revenue	Amount actually realized during the month	Realized each budget sub-head.		REMARKS
		Description	Number of Quantity				Amount	Sub-head	
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.
Total									
Add:- Outstanding due from previous month as per Form No.7.									
Total :									
Deduct:- Amount realized during the month									
Balance outstanding as per Form No. 7.									

Dated
 The.....19.....

Divisional Forest Officer,
Division.

-120(ii)-
APPENDIX – XIII (5)
(Vide Para – 36.1)

F.D. Form No.8.

Forest Department, Arunachal Pradesh,Division.

Register of Free Grants of Forest Produce in the Month of19 ..

Authority under which granted.	Range	Locality	Name of grantee	Purpose for which granted	PRODUCE GRANTED			REMARKS	
					Description	No. or quantity	Value		
							Rs.		P.
1.	2.	3.	4.	5.	6.	7.	8.	9.	

Dated
The.....19.....

Divisional Forest Officer,
Division.

120(iii)
APPENDIX – XIII (6)
(Vide Para – 36.5)

F.D. Form No. 2.

Forest Department Arunachal Pradesh
Account of Drift Timber operation during the month of

Division.
19 .

Depot.	Description of timber	Balance on 1 st 19	Saved during the month.	Total	Mode over to Claimant	Transferred to Govt. A/c.	Sold during the month.	Rate.	Amount		Balance on 1 st 19	Remark.
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.		11.	12.
									Rs.	P.		

Dated
The.....19.....

Divisional Forest Officer,
Division.

-120(iv)-
APPENDIX – XIII (7)

(Vide Para – 36.5)

Forest Department ARUNACHAL PRADESH,Division.

F.D. FORM No.3.

Forest Produce and other property seized and disposed of during the month.....19.....

Forest produce or other property seized.		Locality where stored or person to whom entrusted.	Property released and date of release.	Property made over to third parties and date of making over.	Property confiscated to Government by order to court and brought on to stock with date of order.	Property sold and date of sale.	Amount realized by sale.	Property not disposed of during the month.	REMARKS.
Date of Seizure.	Description.								
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.

Dated
The.....19.....

Divisional Forest Officer,
Division.

-120(v)-
APPENDIX – XIII (8)
(Vide para 36.5)

F.D. Form No. 7.

Forest Department Arunachal Pradesh Division.
Outstanding on Account of Revenue for the month of _____ 19_____.

Names	Particulars	Outstanding on 1 st19		Items on which the revenue is not fully realized during the month		Total		Recovery during the month		Balance due to department on 1 st19	Budget Sub-head.	Remarks	
								No. of items in Cash Book.	Amount.				
1.	2.	3.		4.		5.		6.	7.	8.		9.	10.
		Rs.	P.	Rs.	P.	Rs.	P.		Rs.	P.	Rs.	P.	

Dated
The.....19.....

Divisional Forest Officer,
Division.

APPENDIX – XIII - 9

(Vide para 37.7)

Cash Book Dr. Item No..... Dated.....19 F.D. Form NO.18 (Bill No.....of 19 FOREST DEPARTMENT, ARUNACHAL PRADESH,DIVISION.							Cash Book Dr. Item No..... Dated.....19 F.D. Form NO.18 (Bill No.....of 19 FOREST DEPARTMENT, ARUNACHAL PRADESH,DIVISION.							Cash Book Dr. Item No..... Dated.....19 F.D. Form NO.18 (Bill No.....of 19 FOREST DEPARTMENT, ARUNACHAL PRADESH,DIVISION.								
List of timber or other produces sold tofrom the.....Depot.							List of timber or other produces sold tofrom the.....Depot.							List of timber or other produces sold tofrom the.....Depot.								
Depot No.	Description of timber produce	Measurement.			Rate	Amount		Depot No.	Description of timber produce	Measurement.			Rate	Amount		Depot No.	Description of timber produce	Measurement.			Rate	Amount
		L.	G.	C. ft.						L.	G.	C. ft.						L.	G.	C. ft.		
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7		
				Mds.	Rs.	Rs.					Mds.	Rs.	Rs.					Mds.	Rs.	Rs.		
Depot The	19	Forester in charge				Depot The	19	Forester in charge				Depot The	19	Forester in charge								

APPENDIX – XIII (11)
(Vide para 38.1)

FORM NO.24 (REVISED 1940)

ORIGINAL/DUPLICATE/TRIPPLICATE.

FOREST DEPARTMENT, ARUNACHAL PRADESH,DIVISION.

PERMIT FOR TIMBER AND OTHER FOREST PRODUCES

This permit is issued subject to the conditions
Noted in the reverse.

BOOK NO.....

PERMIT NO.....

Name.....

Residence.....

Forest	Date of expiry of grant	Description of timber or other forest produce.	Number or quantity.	Rate	Amount	Remarks
--------	-------------------------	--	---------------------	------	--------	---------

The.....19

Signature and designation of
the issuing officer.

CONDITIONS UNDER WHICH THIS PERMIT IS ISSUED

1. This permit must be in the possession of the person removing forest produce under it and must be produced by such person whenever called upon to do so by a Forest Officer and it will not be issued until the advance royalty has been paid.
2. Only trees marked with a Govt. Hammer may be felled. No log or sawn timber may be removed from the felling site unless it has been measured and marked with the prescribed hammers i.e. passing hammer if royalty is to be paid at a depot or sale hammer when full royalty has to be paid at site.

Note:- Logs may not be converted at site unless they have been measured and unless the sale is at converted timber rates (*Italic*).

3. All timber and other forest produce must be removed from the Forest within the time granted in this permit.
4. This permit must be returned to the nearest Forest officer within one month of the date of its expiry.
5. "Any advance royalty paid at the time of taking out permit will lapse to Govt. with the lapsing of the permit unless application for extension has been made to the D.F.O. within one month from the date of expiry and the D.F.O. exercising his discretion, has granted on extension which may not exceed a further period of twelve months, after realization of an extension fee not exceeding 25 P.C., of the royalty on the Forest produce to be removed under the permit."
6. Breach of any of the above conditions will render this permit liable to be cancelled and the timber and other forest produce confiscated, notwithstanding any other penalties incurred by the permit holder under the Assam Forest Regulations or value made there under.

I understand and accept the above conditions.

Signature of the permit holder.

Signature of Forest Officer.

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APPENDIX – XIII (12)
(vide para 38.2)

Book No.

From
Form No.28A,

Book No.
Form No.

Serial No. of certificate.

Dated.

Issued to:-

Name

Father's Name.

Village.

Tahsil.

District.

For floating on rivers.

Date of expiry.

Symbol accepted as property
marks (see reverse)

.....Conservator of
Forests.

..... Division.

Certificate of Property Marks issued in theForest Division.

Serial number of certificate.	Date	Issued to:-				For Conveying or floating timber on river or river named.	Date of expiry of certificate (three years from date of issue).	Symbol accepted as property marks*.
		Name	Father's Name	Village	Dist.			

In the case of marking hammers, the impression
of the hammers must be given, in ink, on the reverse.

.....Conservator of Forests,
.....Division.

APPENDIX – XIII (14)
(vide para 38.4)

Form No.25.

TRANSIT PASS

Book No.

Pass No.

FOREST DEPARTMENT, ARUNACHAL PRADESH

.....Division.....Revenue Station.

1. Name and residence of Pass holder.....

2. Number and date of Permit or Certificate of origin.....

Kind of forest produce	Number of pieces, packages or bundles.	Measurement cubic contents or weight.	Marks Hammer or other.	Rate	Amount
3	4	5	6	7	8

9. Locality when collected.....

10. Place from to which to be transported.....

11. Destination.....

12. Route of transport.....

13. Date of issue.....

14. Date of expiry.....

Signature & Designation of Issue Officer,

.....Range of Revenue Station.

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APPENDIX – XIII (13)
(Vide para 38.2.)

F.D. FORM No. 30A.

FOREST DEPARTMENT, ARUNACHAL PRADESH

Register of Certificate of Property Marks issued in the.....Division.

Serial No. of Certificate	Date	Issued to					For conveying and floating timber on river or rivers named.	Date of expiry of certificate (three years from the date of issue).	Symbol accepted as property marks.
		Name	Father's Name	Village	Tehsil	District			
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.

Dated
The 19..... |

Divisional Forest Officer,
.....Division.

FOREST DEPARTMENT, ARUN ACHAL PRADESH

ADVANCE ROYALTY REGISTER FOR TREES AND DEAD WOOD, ETC. FOR THE MONTH OF _____
 _____ DIVISION.

Serial Number.	Name of Permit holder.	No. and date of permit	Date of expiry of permit	DEPARTMENT DEBTOR					DEPARTMENT CRDITOR			Amount lapsed to Government (to be written in red ink)	Balance of trees or dead post etc., due to permit-holder at the close of month under each permit	Balance of unadjusted advance at the end of the month due to permit holder	REMARKS
				Balance of trees, dead wood, etc. due to permit holder as brought forward from last month.	Balance of advance royalty due to permit holder as brought forward from last month.	Advance of royalty received during the month			No. of trees or dead posts, etc., for which adjustment made during the month	Amount of advance adjusted during the month					
						No. of dead posts trees, etc. granted under permit during the month.	Reference to Dr Item No. of cash book.	Amount		No. and date of receipt or transit pass (or reference or Item No. of cash book)	Amount				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Instructions:- (i) Entry should be made under each permit separately if one trader takes even more than one permit on payment of advance royalty.
 (ii) if the term of any permit is extended under Divisional Forest Officer's order, date of expiry of each extension should be noted in red ink under the original one in column 4 and Date of Divisional Forest Officer's order in column 3 as well.

Divisional Forest Officer,
 _____ Division.

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APPENDIX – XIV
(vide para No.37.9)

Timber sale / Forest Depot Inspection Report

Forest
sale.

DEPOT.

Division.

QUESTIONS

ANSWERS

1. Name of officer Incharge
2. Date of last inspection.
Timber accounts.
3. Are the stock Register, Issue registers, and Measurement Books duly maintained and do they show all receipts into, and issues from the Depot, as far as could be ascertained?
4. Do the entries in the Stock Register of stock received from other Depots or from Forests agree with the entries in the invoices of dispatching depots?
5. Is timber or other produce used departmentally shown in the stock register and does the Range Officer account for its satisfactorily?
6. In the case of timber, including large drift wood, does the stock Register show each log separately, with the cubical contents? If not, how are the quantities calculated in the case of receipts and issues?
7. Is there a list in the Depot office showing the rates at which the different kinds of produce therein are to be sold to the public and is it kept upto-date with reference to the orders issued from time to time?
8. Are the range monthly returns sent to the Divisional Forest Office in Form No.7 correctly prepared with reference to the entries in the Depot Registers viz. Stock Register, Issue Register, Measurement Book and in the Cash Book?

(N.B. The original returns received in the Divisional Forest Office should be taken out by the D.F.O. for the purpose of this examination)

9. When was the stock in the Depot last taken and were the Depot books balanced at the time? How were the difference noticed (if any) reconciled?
10. Was stock taken during the present inspection? If any differences were forthcoming and how is it proposed to reconcile them?
11. (a) Were the cubical contents of the logs tested here and there with a view to check the correctness of the measurements given by the Range Officer?

N.B. This question is only for Depots where there are timber transactions.

(b) Were the passing of the logs for sale locally and for export done as per the specifications?

12. Were all sales, if any, conducted only with the previous sanction of the D.F.O.? Were the sales subsequently confirmed by him in every case?
13. Do the disposals shown in the counterfoils of the Bill Book or sales agree with the issue Register and Measurement Books?

N.B. (The counterfoils of the Bill Book of Sales should be tested for a certain selected month)

14. Are bills in the Bill Book of sales and receipts in the Receipts Book issued invariably for all credit and cash sales respectively?

- 15. Are any credit sales affected on the responsibility of the Depot Keeper or Range Officer otherwise than under proper sanction?
- 16. Have all realizations by the Depot Keeper been brought to accounts? Were any delays noticed either in crediting the collections in the cash book, or in remitting them to the Treasury?
- 17. Was the cash balance verified at the time of inspection, and was it correct?
- 18. What is the general results of the inspection?

(Note: any points not dealt with above may be here noticed, if considered necessary).

I CERTIFY that I have satisfied myself that the stock in the Depot of the date of inspection were correct and agreed with the register.

Signature.....
(Inspection Officer)

Date.....

Designation.....

APPENDIX – XV.

(Vide para38.8)

Tender Notice and Agreement Form for Sale of Timber.

GOVT. OF ARUNACHAL PRADESH
OFFICE OF THE DIVISIONAL FOREST OFFICER _____
FOREST DIVISION.

SALE OF TIMBER COUPES DURING _____ UNDER
_____ FOREST DIVISION.....

1. Sealed tenders are hereby invited for working out the coupes described in the Schedule during the period from 1st November, _____ to 31st Oct _____.
2. Tenderers should quote the maximum outright price they are prepared to pay for each of the coupes separately.
3. There should be separate tender for each coupe even when the same tenderer wants to bid for several coupes.
4. The tenderers should deposit Rs.300/- (Rupees three hundred only) against each coupe as earnest money either in any Treasury under Head "REVENUE DEPOSIT" or into any Schedule Bank as "DEPOSIT AT CALL" duly pledged in favour of the undersigned and the original copy of the receipted Treasury Challan or Deposit at all must accompany each tender without which no tender will be accepted. The tenderers belonging to Arunachal Pradesh Tribes may deposit earnest money at 50% of the above amount. No earnest money deposit against previous sales if any can be considered against the sale of these coupes and no preliminary receipt for Bank Deposit will be accepted.
5. The earnest money of the unsuccessful tenderers will be refunded to them after the issue of the final settlement order of the coupes and that of the successful tenderers will be released only after the fulfillment of condition under clauses 15, 16(a) & 19(a).
6. Tenders superscribed at "TENDER FOR TIMBER COUPE NO. _____ OF _____ RANGE" should be addressed by name to the undersigned which will be received up to 1400 hours (IST) on _____ in the office of the undersigned. No tenders delivered by post or hand after the said hour will be considered.
7. Tenders will be opened on the same day by the undersigned or by any other officer authorized by the undersigned in the presence of the tenderers who may desire to be present either personally or through their agents, otherwise on any subsequent date was will be notified by the undersigned.

8. The authority competent to take the settlement preserves the right to withdraw any coupe or coupes from sale/settlement at any time before issue of final order of acceptance of tender(s).

9. Upto date income tax clearance certificate must be enclosed with the tender (each tender separately) without which the tender may be accepted only with the condition of subsequent production of the same within a given date.

10. A declaration form as given below must be signed by the tenderer and enclosed with the tender without which no tender will be considered.

“I agree that I/we will not withdraw the tender officer by me/us during the time that will be required for intimation of acceptance of the tender being given to me/us withdraw the tender then I/we shall be liable to pay the whole sum of the tender or such amount of deficiency as in the opinion of the Chief Conservator of Forests, Govt. of Arunachal Pradesh, Itanagar may be considered that/be suffered/may by Government in consequences thereof and I/we shall pay the same”.

11. The offer made by the tenderer shall remain open for a period of 90 (ninety) days within which they cannot withdraw the offers and if such an offer is withdrawn, the earnest money of tenderer concerned shall be forfeited.

12. Though the tenders will be received by the undersigned, the order of settlements will be passed by the respective competent authority as shown below:-

- i) Lt. Governor, Arunachal Pradesh, Itanagar when the value of tender exceeds Rs.1,00,000/-.
- ii) The Chief Conservator of Forests, Govt. of Arunachal Pradesh, Itanagar when the value of tender does not exceed Rs.1,00,000/-.
- iii) The Conservator of Forests, Western Circle, when the value of the tender does not exceed Rs.20,000/-.
- iv) The Divisional Forest Officer, _____ Forest Division when the value of the tender does not exceed Rs.10,000/-.

13 (a). The Divisional Forest Officer, _____ Forest Division, The Conservator of Forests, _____ Circle, The Chief Conservator of Forests, Arunachal Pradesh, Itanagar and the local Administration are not bound to accept the highest or any tender or to assign reason for acceptance / non-acceptance of the same with a view to ensure equitable distribution of the raw materials resources.

13 (b). The Check monopolistic tendency the Department may decide to reject the offer of the highest tenderer in case it is soon that such a tenderer has already been awarded more than reasonable number of coupes through other areas. The Chief Conservator of Forests, A.P., also has the right to award tenders to the 2nd or any tenderer at the highest bid obtained instead of awarding to the highest tenderer and such a rejected will not imply stigma to the highest tenderers.

14. The intending tenderers are advised, in their own interest to inspect the coupes before submission of tenders, as complaints on any grounds of quality or quantity of timber sold will not be entertained after the settlement of coupes.

15. Successful tenderers must deposit as security as 10% (5% in case of A.P. Tribals) of the bid value accepted subject to in minimum of Rs.500/- (Rupees five hundred) Rs.250/- (Rupees two hundred & fifty) only in case of Arunachal Pradesh Tribals in the form of postal savings Bank Account of National Savings Certificate duly pledged in favour of the president of India within 15 (fifteen) days from the date of communication of acceptance of the bid. Higher security deposit may be demanded by the undersigned at his discretion. The security deposit will be released only after inspection of the coupe by the Forest Officer or his agent only when the work of the coupe is found satisfactory by the undersigned and after payment of all Government dues.

16. The successful tenderers will make the payment of the bid amount in 4 (four) installments as follows:-

- a) 1st kist 25% of the bid within 15 (fifteen) days from the date of issue of settlement order.
- b) 2nd kist 25% of the bid within 15.2.'78.
- c) 3rd kist 25% of the bid within 15.5.'78.
- d) 4th kist 25% of the bid within 15.8.'78.

The undersigned may also demand earlier payment of kist, should the successful tenderers require the release of higher proportion of the out turn from the coupe than is justified by the kist paid. Any modification made for such earlier payment by the undersigned will be final and binding to the successful tenderers.

17 (a). The successful tenderer may apply for extension of period for payment of second kist or 3rd kist or 4th kist within one month from the date of expiry of due payment with valid reasons for such extension. An extension fee of 2% of the due kist shall be

payable from the day following the date the kist falls due, for a period of 90 (ninety) days. If the successful tenderer fails to pay the due kist together with the extension fee imposed for allowing extension, the coupe will be resold at the risk of the successful tenderer and he will have to make good the loss, if any sustained by the Govt. The period of ninety days with extension fee at the rate of 2% of the due kist will be allowed only when this period is well covered by the period of the working of the coupes as per terms of agreement. Otherwise it will be limited to the last date of working of the coupe. No transit of timber will be allowed till govt. dues are fully paid. Such extension will be given by the authority competent to make the settlement.

17 (b). Any extension for working the coupe required beyond the working period will be given by the Chief Conservator of Forests, Arunachal Pradesh, Shillong on imposing suitable fees.

18. Failure to comply with any of the conditions in the clauses 15 & 16(a) will render the earnest money liable to be forfeited to the Govt. and the coupe will be resold and the successful tenderer shall be debarred from submitting future tenders.

19 (a). After payment of security and first kist in acceptance with clause Nos. 15 & 16(a) the successful tenderers must execute an agreement in the office of the undersigned within fifteen days from the date of issue of the settlement order without which he will not be permitted to work in the coupe even after he has deposited security money and first kist.

19 (b). Successful tenderer must commence work in the coupe within seven days from the date of issue of the work order by undersigned.

20 (a). If the successful tenderer fulfils any one of the clauses 15 & 16(a) above but fails to fulfill clause 19(a) mentioned above, the settlement of the coupe shall be liable to be cancelled and action will be taken as per clause 18 above and render the earnest money, the security money and the 1st kist (including extension fee, if any) if already paid, liable to be forfeited to the Govt.

20(b). If the successful tenderer after fulfillment of clauses 19(a) above but fails to commence work in the coupe by the specified date, action will be taken as per clause 18 and 20(a) and the coupe will be resold at his risk and he will have to make good the loss that will be sustained by the Government.

21. Notwithstanding clause No.18 above, and loss to the Govt. from resale of the coupe as par clause 20(b) of the sale notice will be recoverable as a public demand under the Bengal Public Demand Recovery Act, 1913.

22. The successful tenderer cannot revoke the tender even though the said acceptance may not have been communicated to him and must not fail to implement his tender within the time allotted by the Divisional Forest Officer,Forest Division.

23. No coupe should be settled with more than one person jointly except in the case of a cooperative society/firm or joint stock company duly registered in the office of the Registrar concerned.

24 (i). Preference and concession in settlement will be given to tenderers belonging to bonafide Arunachal Pradesh Tribal, subject to financial stability and ability of the tenderers to perform the work satisfactorily, preference and concession in settlement of coupe shall be admissible in the following manner to a person belonging to bonafide Arunachal Pradesh Tribes recognized by the Government.

a) If the offer from a member of the above mentioned category of persons is not below 92½ % of the recognized highest offer, the coupe shall be settled with such person at his own offer.

b) Even if the offer from a member of the aforementioned category of persons is below 92½ % of the recognized highest offer, the coupe may, at the discretion of the competent authority, be settled with such person at an amount 7½ % less than the recognized highest offer.

24 (ii) The Forest Department before settling the coupes with the Arunachal Pradesh Tribal contractors will ensure the financial stability of the contractors concerned and no misuse of concessions shall be allowed by benami system. Arunachal Pradesh Tribal contractors resorting to benami will be liable to be black listed for future.

25. Any tenderer willing to represent against the order of settlement must file an appeal within fifteen days from the date of communication of acceptance of the tender to the successful tenderer to the appropriate authority through the Divisional Forest Officer, Forest Division, Arunachal Pradesh.

The appropriate appellate authority will be:

- i) The Conservator of Forests, Govt. of Arunachal Pradesh,Circle, against the order of settlement passed by the D.F.O.,Forest Division.
- ii) The Chief Conservator of Forests, Govt. of Arunachal Pradesh against the order of settlement passed by the C.F., Arunachal Pradesh.
- iii) The Lt. Governor, Arunachal Pradesh, Itanagar against the order of settlement passed by the C.C.F., Arunachal Pradesh.

26(a). Settlement may not be effected with those tenderers who have outstanding Forest Revenue in any Forest Division in Arunachal Pradesh.

26(b). Settlement may not be effected with those tenderers having poor performance in the coupe(s) allotted to them in previous settlement.

27(a). Duly authorized person tendering on behalf of a company or a cooperative society, Firm or Company must show that the society or company has been duly registered in the office of the Registrar or Cooperative Societies or the Registrar of Joint Stock companies whatever the case may be.

27(b). The name of Managing Director duly authorized to maintain business of the society/firm or company on behalf of the member/partners and the fixed liability within which he is authorized to transact business should be intimated.

28. No power of attorney or mortgage deed under any circumstances may be made by the successful tenderer in respect of the coupe without previous permission in writing of the Divisional Forest Officer,.....Forest Division.

29. Intending tenderers may see terms and conditions of the settlement of the coupe in the office of the undersigned during office hours.

30(a). Coupes for which allotment for the supply of sleepers, logs and planks are made or will be made must be worked primarily for sleeper supply. No other size will be allowed to be converted until the allotted quota is fulfilled or otherwise directly.

30(b). If any conversion other than prescribed allotment is made from such trees, this will be stopped without any notice. Divisional Forest Officer reserves the right of cancelling the agreement in the event of failure of such supply.

31. No extension of time or other consideration should be asked for in the event of delay in settlement of the coupe owing to enquiries into financial position of the tenderer and particular given in the tenders or documents accompanying the tenders or other legitimate causes. No exchange of trees will be allowed under any circumstances, and as such the tenderers are advised to inspect the trees in the coupe and satisfy themselves before they submit their tenders for the same.

32. Canvassing directly or indirectly by any tenderer will disqualify his tender(s).

33. In the event of any dispute arising regarding the interpretation of any clause or provision of this tender notice or due to performance or observance of the same, decision of the Chief Conservator of Forests, Arunachal Pradesh would be final and binding on the tenderers.

Sd/-
Divisional Forest Officer,
.....Forest Division.

AGREEMENT FOR PERMISSION TO REMOVE TIMBERS
FROM GOVERNMENT FORESTS.

(OUTRIGHT SALE)

.....FOREST DIVISION.

Agreement No.....of.....

AGREEMENT between the President of India hereinafter called the Vendor on the one part and..... Son of of village.....Thana.....District.....hereinafter called the purchaser on the other; whereby it is agreed as follows:-

1. The purchaser in consideration of at total sum of Rs.....(Rupees.....) to be paid as provided in clause 12 of this agreement is hereby permitted to enter the forest area or coupe described in Schedule A hereto annexed with work-men for the purpose of felling, converting and extracting trees and timber during the period from the.....to the.....subject to the terms and conditions hereinafter contained.

2. The purchaser is bound to fell all standing trees bearing such mark or marks prescribed in Schedule A but shall not fell any standing trees not marked as aforesaid and shall generally conform to the directions of the Divisional Forest Officer..... Division hereinafter called the Forest Officer regarding planning and order of work of felling and otherwise. The purchaser shall employ local work-men as far as possible.

3. If the purchaser, his agents or servants fell any trees, green or dead, which the purchaser is not authorized by his agreement to fell, or leave unfelled any marked trees, as detailed in Schedule A and an abstract of which description has been furnished in the Notice of Sale in respect of the trees detailed in this Agreement, which the purchaser is bound by this agreement to fell, the purchaser shall pay up to thrice its value as assessed by the Forest Officer in his discretion, for each tree so felled or left unfelled as the case may be, the trees in both cases remaining the property of the vendor at the discretion of the Forest Officer.

4. No trees except those which are hollow and unmarketable in the lower portion may be felled higher than eighteen inches from the ground and no trees shall be felled so low as to damage or obliterate the hammer-mark impressed on it near the ground level.

5. At the time of felling marked trees due care in the selection of the most suitable felling direction shall be observed by the purchaser, his agents or servants with the object of seeing that the least possible damage is done to trees not marked for felling under this Agreement. In all cases where it is clear to the Forest Officer that the purchaser his agents or servants have not observed due care as above and have thereby caused damage unnecessarily to the trees not marked, the purchaser shall pay up to thrice the value of the trees so damaged as assessed by the Forest Officer in his discretion, such damaged trees remaining the property of the vendor.

6. Any tree that is felled or timber which is left in such as to obstruct passage along any path or cart-road shall be immediately cleared away from such path or cart-road by the purchaser. If this is not done within twenty-four hours the Forest Officer may have it done at the cost of the purchaser.

7. Where any tree is felled or timber converted under this Agreement, the purchaser shall affix distinctly his registered property mark upon the stump of each tree felled and each price of timber converted, and no log not meant for conversion into sawn timber in the coupe shall be moved from the felling site and no sawn timber shall be removed from the place in the coupe where the tree or trees have been sawn until such log or sawn timber has been so marked with purchaser's registered property-mark.

Provided also that no logs shall be converted into sawn timber within the coupe without obtaining previous written permission from the Forest Officer.

8(a). No timber marked with the purchaser's registered property-mark as above shall be further moved till such timber has been marked with such Government hammer or other mark as the Forest Officer may direct, such marking being known as piece-marking.

(b) No out-turn of a particular tree will be ordinarily piece-marked in installments. Once the piece-marking of the converted material of a particular tree has been done the conversion of that tree will be taken as having been completed and the purchaser will have no further claim to any part or parts of that tree that may remain be piece-marked.

(c) Baklas, tops and branches of all trees will remain the property of the vendor and will not be piece-marked.

9. Converted timber after being piece-marked shall be removed to any of the under-mentioned Depots along the under-mentioned routes.

10. No timber removed to the depots detailed in clause 9 above will be sale-marked and no transit passes will be issued for such timber unless the value of the converted timber to be sale-marked as assessed by the Forest Officer is exceeded to equalled by the installments already paid as prescribed in clause 12 of this Agreement.

10. The purchaser must have deposited Rs.....(Rupees.....) within fifteen days of the sale of the trees covered by this Agreement as security in the form of National Savings Certificates or into the Post Officer Savings Bank under a Pass Book or in the form of Postal Cash Certificates or in a Scheduled Bank approved by the Forest Officer in the form of a Cash Deposit, pledging the amount in favour of the Forest Officer and shall produce the certificates, pass book, receipt or other relevant document to the Forest Officer, who will retain the same. The deposit amount will be returned after the completion of the work in the coupe mentioned in Schedule A annexed, only where the purchaser is found, after inspection of the coupe by the purchaser is found, after inspection of the coupe by the Forest Officer and/or his agent, to have finished the work in his coupe satisfactorily, complying with and not acting contrary to, any of the provisions of the clauses of this Agreement or of the Assam Forest Regulation and after deduction of any dues imposed under the terms of this Agreements and under any of the provisions of the Assam Forest Regulation.

12. Payment of the bid amount under this Agreement as detailed in clause I thereof shall be made in the following installments:-

A first installment of 25 per cent of the bid amount by.....

A second installment of 25 per cent of the bid amount by.....

A third installment of 25 per cent of the bid amount by.....

A fourth installment of 25 per cent of the bid amount by.....

These installments shall be made paid into the Treasury at..... by the purchaser and a receipt in the prescribed Forest Department Form obtained from the Forest Officer of Officer duly authorized in this behalf, in exchange for the Treasury Chalan, within seven days of payment into the Treasury.

Default of payment of any installment will render this Agreement liable to be cancelled. In that event any amount already paid will (subject as hereinafter mentioned) be forfeited and the timber already felled under this Agreement will remain the property of the Vendor as well as all marked trees remaining unfelled.

If required by the Forest Officer the purchaser shall pay the installments aforesaid on dates earlier than noted above, should it appear to the Forest Officer that more timber than is covered by the instalments paid is likely to be removed before the dates prescribed.

13. All timber felled or converted by the purchaser shall lie at his own risk as regards fire, theft or other damage both in the coupes and the Depots detailed in clause 9 of the Agreement or elsewhere.

14. The purchaser must take steps to protect the marked trees and timber in the coupe converted lying the forests from fire and no claim shall lie against the Forest Department in respect of any tree or timber destroyed or damaged by fire in the forests and the Depots detailed in clause 9 of this Agreement or elsewhere. The Forest Officer reserves the right to himself and his agents to set fire to any forest area in the interest of silviculture after giving a general notice at the beginning of the burning season and the purchaser will take precautions always to protect the marked trees and converted and other timber from fire.

15. The Vendor does not guarantee the number or description of quality of the trees listed in Schedule A hereto attached of the estimated quantity of the sleepers or other sized sawn or round timber which may be obtained from the coupe. All claims for refund or consideration of gross discrepancies as regards the number, description or quality of the trees and quantity of the estimated outturn must be preferred in writing to the Forest Officer before.....19 , and will be considered in his sole discretion on their merits.

15(a). The purchaser will have to supply F.O.R. at Railway Station the sleepers and other timber listed in schedule B hereto attached following the procedure prescribed in that Schedule. In addition to the sleepers listed in Schedule B hereto attached following the procedure prescribed in that Schedule. In addition the sleepers listed in Schedule B all other sleepers cut in the Coupe must be offered to the Forest Department, NEFA for acceptance or refusal under the relevant conditions laid down in the said Schedule.

(b) The purchaser will have to pay security of 5 per cent of the total value of each bill for sleepers, payment for which is made before the dispatch of the sleepers mentioned therein, upto a maximum security of Rs.500 at the time of payment of each bill, duly deposited in the Post Office Saving Bank and pledged to the Forest Officer, against his agreement to keep in safe custody and load the sleepers in Railway Wagons on demand after completion of the procedure laid down in schedule B for such custody and loading. This amount of security will be released by the Forest Officer after all sleepers detailed in this Agreement are dispatched after deducting such dues as may have become payable by the purchaser as provided in Schedule B.

(c) The purchaser will execute an indemnity bond with the Forest Officer in the form detailed in Schedule C (annexed hereto) in token of his responsibility for the safe custody and loading of the sleepers covered by this Agreement is so far as they have not been loaded and dispatched following the procedure detailed in Schedule B.

16. The purchaser will not convert any material from the marked trees in his coupe other than the sleepers and other allotted timber detailed in Schedule B, except from green trees below 3' in breast height girth and from dead trees, if so ordered by the Forest Officer till he has completed the conversion of all sleepers and other timber allotted for supply from the coupe.

17. The sale of the marked trees in the coupe covered by this agreement is subject to the condition that the purchaser will supply any produce from such trees to the Forest Department as he may be called upon to effect at the rates that may be fixed by the Forest Department for such supplied from time to time.

18. The purchaser shall be held responsible for the acts of his agents, servants and workmen and shall, if required to do so, furnish the Forest Officer with a list of all agents, servants or workmen employed by him in connection with the work which the purchaser is authorized to bound to do under the terms of the Agreement. He shall not employ any person or persons whom the Forest Officer considers should be debarred from working in the Forest or Depot.

Further the purchaser will take out Inner Line Passes for himself, his agents and employee for entry into N.E.F.A. area from the Political Officer..... Frontier Division, through the Range Officer,Range.

19. The Forest Officer may at any time cancel this Agreement or inflict a fine upto Rs.25 (Rupees twenty-five) only in each case (except where an express penalty has been laid down in any clause) if the purchaser himself or his agents, servants or work-men fall to comply with, or get contrary to any of the provision or clauses of this Agreement and in case of cancellation of the Agreement, the purchaser shall forfeit all claims to all installments already paid and to timber felled and lying in the forests and/or the depots detailed in clause 9 or elsewhere as well as to all marked tree remaining unfelled.

20. If the purchaser has not commenced work by the.....19 to the satisfaction of the Forest Officer and if thereafter he ceases to work in all respects to the satisfaction of the Forest Officer, or disregards instructions of that officer, the Forest Officer may terminate this agreement by giving one month's notice in writing to the purchaser who will then, subject as hereinafter mentioned, forfeit all installments already paid and any claim to timber lying in forests or depots detailed in clause 9 or elsewhere as well as to all marked trees remaining unfelled. The notice referred to above would be deemed to have been served if such notice has been posted registered acknowledgement due to the address of the purchaser detailed in the preamble to this Agreement.

21. This Agreement expires on the.....19 after which date no tree shall be felled and no timber extracted and purchaser shall have no claim to any timber lying in the forest nor to any marked trees remaining unfelled. A reasonable extension not exceeding one year may be given by the Forest Officer to the period of the Agreement in special circumstances both for felling of marked trees and conversion and extraction of timbers under such conditions as that officer may impose and during such extended period, all the relevant terms and conditions of his Agreement shall remain binding on the Vendor, the Forest Officer, and purchaser.

22. The purchaser shall not assign, sub-let or part with any of his rights under this Agreement nor shall be execute any power of attorney or take a partner in connection with the work which the purchaser is authorized or bound to do or in respect of any payment due to the purchaser under any of the terms of this Agreement.

22 (a). The purchaser shall not in any way disturb or interfere with any Elephant Catching Operation which may commence in the area specified in the license during the currency thereof nor is the purchaser authorized to claim any compensation whatever for any interference with his work which may result from any such operations.

23. In the event of the any dispute arising regarding the interpretation of any clause or provision of this Agreement or the due performance or observance of the same, the decision of the Director of Forests, N.E.F.A. thereon shall be final and binding on the purchaser.

24(a). This agreement may be cancelled if the purchaser is found to have been guilty by competent authority of any offence against the Opium, Excise Forest or any other law in force within the area under this Agreement and nothing in this agreement shall be deemed to exempt the purchaser his agent or employees from the consequences or breach of any such laws.

(b) Failure on the part of the purchaser, his agents or employees to give information or render assistance in accordance with section 74 of the Assam Forest Regulation may be followed by the cancellation of this Agreement at the discretion of the Forest Officer.

(c) In the event of cancellation of this Agreement as provided for in clauses 24(a) and 24(b) the purchaser will forfeit all claims to any installments as referred to in clause 12 of this Agreement already paid and to all timber of the coupe lying in the coupe, depots or elsewhere and to any tree remaining unfelled in the coupe.

25. In the event of the cancellation or termination of the Agreement before the expiry of its terms as provided in clauses 12,19, 20, 24(a), 24(b), 24(c) the rights of the purchaser under the Agreement for the residue of its original or extended term shall be liable to be re-sold by public auction at his risk, and he shall within one month of the second sale pay to the President of India the sum by which the amount realized by the second sale, plus the amount if any already paid by or recovered from him or forfeited, calls short of the original purchase price and in default, the same may be recovered from his as a public demand under the Bengal Public Demand Act, 1913.

26. In the event of cancellation or termination of the agreement by the Forest Officer under clauses 12, 19, 20,124(a), 24(b) or 24(c), an appeal may be preferred to the Director of Forests, N.E.F.A. through the Forest Officer, within 14 days of the communication of the order by the Forest Officer and the decision of the Director of Forests on such appeal shall be final and binding on the purchaser in case of coupes the value of which does not exceed Rs.25,000, and in case by such decision the appeal is upheld wholly or in part no claim shall lie against the Forest Officer or Vendor in respect of any loss or damage sustained by the purchaser because of the order of cancellation of the Forest Officer.

26(a). An appeal against the order of the Director of Forests will lie to Commissioner only in case of Coupes value of which exceeds Rs.25,000. The appeal will have to be filed before the Commissioner within 21 days from the date of Director Forests' order appealed against. The decision of the Commissioner will be final and binding on the purchaser.

In witness whereof the.....on behalf of the President of India and the purchaser have hereto set their hands the day and year mentioned below their respective signatures.

Vendor.....

Purchaser.....

Witness:-

- 1.
- 2.

APPENDIX – XVI.

(Vide Para 38.9)

Tender Notice And Agreement Form for Sale of Bamboo

TENDER FOR BAMBOO MOHALS IN
DIVISION.

1. (a) Sealed tenders on behalf of the President of India in the prescribed form are invited to work out the bamboo Mohals under _____ Division mentioned in the Schedule during the period from _____ to _____
 - (b) There should be separate tenders for each mohals, even where the same tenderer wants to bid for several mohals.
 - (c) Every tenderer should state the maximum monopoly fee per rupee of royalty, as the case may be which he is prepared to pay for each mohal separately. No consolidated offer for more than one mohal will be accepted.
 - (d) The tenderer should furnish his full name, father's name (or husband's name, if the tenderer is a woman) and full address with Post Office and Telegraph Office, in the tender itself.
 - (e) The tender should addressed to the undersigned by designation and superscribed as "Tender for Bamboo mahals of Division for 19....."
 - (f) All tenders must be put by the tenders in the tender box kept for the purpose in the office of the undersigned or sent by registered post to the undersigned. Tender box will be closed by P.M. (I.S.T.) on No tender delivered by post or hand after this time will be considered under any circumstances.
 - (g) The tenders will be opened immediately after the closure of the tender-box, unless, for special reasons, the undersigned notifies otherwise in the office notice board.
2. The tenders must be accompanied by the following documents.
 - (a) Receipted Treasury Challan or Bank Draft of any branch of State Bank of India or the Assam Co-operative Apex Bank, showing Deposit of the earnest money noted against each mohal and pledged to the Conservator of Forests.....Circle. Cash or Money Order will not be accepted in lieu of Treasury Challan or Bank Deposit, Earnest money made in respect of previous sale, if any, will not be considered as valid deposit for the present sale under consideration.

A tenderer belonging to any of the Arunachal Tribal community will be entitled to deposit 50 percent of the above mentioned earnest money. He must mention in the tender the specific Tribe to which he belongs.

The earnest money of the unsuccessful tenderer will be released to him after issue of final order of settlement of the mohals and that of the successful tenderer will be retained until the conditions of clauses No.9, 10, 11 of this notice have been complied with.

(b) Signed declaration in the following form:-

I agree that I will not withdraw the tender offered by me during the time that will be required for intimation of acceptance of the tender for mohal being given to me, nor will I withdraw It afterwards, should my tender be accepted. If I withdraw the tender, then I am liable to pay the whole sum of the tender or such amount on account of deficiency as in the opinion of the Conservator of Forest, Circle may be considered necessary to make good the whole of the loss and damage that may be suffered by Government in consequence thereof, and shall pay the same, and if I fail to pay it, then it will be recovered from me as an arrear under the Budget Public Demand Recovery Act 1913 ("signature of tender")

Date.....

(c) Upto date Income-tax and Sales tax Clearance certificate in the prescribed form. When a certificate has been submitted by the tenderer in connection with another sale, no fresh certificate will be necessary so long as the certificate submitted is valid, but a true copy of the certificate attested by a gazetted Officer, M.L.A., President of the Anchal Panchayat or Chairman, Town Committee must be enclosed with the tender under consideration.

(d) If the tender is submitted on behalf of a co-operative society or a Firm or a Joint Stock Company, then in addition to the requirements of (a) (b) and (c) above.

(i) The original or certified copy of the registration certificate of the Society, the Firm or the company given by the respective Registrar.

(ii) The copy of the resolution authorizing the person who signs the tender to manage the business of such Society, Firm or Company on its behalf.

(iii) Information regarding authorized, subscribed and paid on capital of the concern.

(e) If the tender is submitted by a person belonging to any of the Arunachal Tribes in addition to the requirements of (a), (b) and (c) above, a certificate in original or a certified copy there of in support of his claim to belong to such a community from the Deputy Commissioner of the District or the Sub-Divisional Officer of the Sub-division within whose territorial jurisdiction the tenderer permanently resides.

(f) In the case of a new tenderer, in addition to the above, documentary evidence of the financial soundness of the tenderer.

3. (a) Though the tenders will be received by the undersigned, the orders of settlement will be passed by the respective competent authority as shown below:-

(I) Lg. Governor, Arunachal Pradesh, when the value of the accepted tender exceeds Rs.50,000/-

(II) The Conservator of Forests, when the value of the tender exceeds Rs.10,000 but does not exceed Rs.50,000/-.

4 (1) Subject to suitability and ability of the tender to perform the work satisfactorily, preference and concession in settlement of the mohal will be admissible at the following manner to a person belonging to any of the Arunachal Tribes provided the highest offer for the mohal does not exceed Rs.35,000/- per year.

(a) If the offer from a member of the above categories of persons is equal to or more than 92 percent of the recognized highest offer, the coupe shall be settled with such persons at his own offer.

(b) Even, if the offer from member of the above categories of persons is not equal to or above 92½% of the recognized highest offer the coupe/mohal may be settled with such person at an amount 7½% less than the recognized highest offer.

2(a). The preference and the concession mentioned in sub-clause (1) above will also be admissible to a Co-operative Society, provided not less than 80 percent of the members thereof are persons belonging to Arunachal tribes.

(b) As between individual members of the categories mentioned above and a Co-operative Society framed in the manner of (a) above, the Co-operative Society will be given preference over the individuals.

3. No preferential treatment and concession as mentioned in (i) and (ii) above will be admissible when the highest offer for the mohal exceeds Rs.35,000 per year.

4. No Mohal will be settled jointly with more than one person except in the case of a Co-operative Society or a Firm or a joint stock company duly registered in the appropriate Registering Authority.

5. The authority making settlement will have the discretion to refuse settlement with a tenderer who, though otherwise suitable, is a defaulter in respect of any Forest Revenue in any Forest Division in Arunachal.

6. There is no obligation on the part of the authority making the settlement to accept the highest or any tender or to assign any reason for rejecting any tender.

7. There is no obligation on the part of the authority making the settlement to accept the highest or any tender or to assign any reason for rejecting any tender.

8 (a). Any tender wishing to represent against the orders of settlement may file an appeal petition (in duplicate) directly to the appropriate authority of appellate within 15 days from the date of issue of the settlement order.

(b) The appropriate appellate authority is:-

(i) The Chief Conservator of Forests, Arunachal Pradesh against the order of settlement passed by the Conservator of Forests, Circle. The Chief Conservator of Forests' appellate order shall be final.

(ii) The Lt. Governor, Arunachal Pradesh against the order of settlement passed by the Adviser to the Governor of Assam. The Governor's appellate order shall be final.

(c) A copy of such appeal or review petition shall be simultaneously sent by the appellant or the Conservator of Forests, Circle.

(d) Whenever information is received by the Conservator of Forests or the Chief Conservator of Forests on appeals submitted to an appellate authority by any aggrieved party against any such settlement, the settlement may be kept pending till the order is received from the appellate authority on the same or until further orders.

9. (1) The successful tenderer must make within 15 days of the issue of the final order of settlement, a security deposit in the shape of Postal Savings Bank Accounts or National Savings Certificate or Defence Certificates duly pledging the amount in favour of the Conservator of Forests, Circle.

(2) The amount of such security shall be at the following rates:-

(i) Ten percent on the first Rs. of the amount at which subject is settled subject to a minimum of Rs.....

(ii) Five percent on the amount in excess of the first Rs. subject to a minimum of Rs.....

(3) If the successful tenderer is a person belonging to any of the Arunachal Tribes, if Security Deposit mentioned in sub-clause (2) above shall be reduced by 50%.

(4) The authority which passes settlement orders may, in its discretion, call for additional security which together with the ordinary security mentioned in sub-clauses (2) and (3) will not exceed Rs.25% of the total value at which the mohal is settled.

(5) On successful completion of the work and payment of all dues, the security deposit will be released.

10. The amount at which the mohal is settled shall be paid in the following manner.

(i) In two equal installments, at interval of not more than two months each, the first installment falling due on the same day on which the security deposit is required to be made.

11. The successful tenderer must sign an agreement within one week of the payment of the security mentioned in clause 9 and the first installment of the bid value as mentioned in clause 10 above, where upon the work order will be issued to him.

12. On failure of the successful tender to pay on due dates successful tenderer to pay on the due dates the security as mentioned in clause 9 or 10 execute the agreement as mentioned in clause if the settlement of the mohal shall be liable to be cancelled and the mohal be liable to resold for the remaining part of the settlement period at the risk of the successful tenderer as regards the loss to Government and further, the earnest money of security money, if already deposited shall be liable to forfeiture.

Provided that the security deposit and any other amount already said may be adjusted against any dues outstanding against him.

13. Any amount realizable from the successful tenderer under any of the provisions of this notice shall be realizable from him under the Bengal Public Recovery Act, 1913.

14. No power of attorney or mortgage deed or any encumbrances will be recognized in respect of the mohal except when executed with previous permission in writing from the authority making settlement.

15(a) No compensation or remission or extension of period of settlement will, as a general rule, be admissible for delay in settlement of the mohal caused as a result of appeal or reviews or enquiries made in connection with the particulars given in the tenders or the documents accompanying the tenders.

(b) In case there is delay in passing final order of settlement by more than 2 (two) months beyond the date from which the period of settlement is to commence. The Chief Conservator of Forests, Arunachal Pradesh may in respect of mohal give extension by so such time as has been lost beyond the said 2 (two) months, provided such delays has not been caused by any lapses on the part of the tenderer himself.

(c) Where under exceptional circumstances, any extension beyond the period mentioned in sub clause (b) above is found to be justified, such extension may be given on the following conditions:-

(i) extension under this sub-clause together with any extension given under sub-clause (b) shall not exceed one year;

(ii) the extension will be given only by the authority which passes the settlement order.

(iii) an extension fee for any extension given under this sub-clause shall be payable at progressive rates namely:-

(a) For the first 6 (six) months under such extension, 1 percent of the total value at which the mohal is settled.

(b) With the catching of elephants inside the Mohal by other Mohalders during the currency of the original or the extended period of settlement with him, nor shall be entitled to any compensation for such operation being permitted.

17. The intending tenderers are advised in their own interest to inspect the mohal before submitting their tenders, as complaints on any ground of quantity or quality of the materials sold will not be entertained after settlement of the mohals.

18. Convassing directly or indirectly by any tender will disqualify his tender.

19. The authority competent to make settlement reserves the right to withdraw any mohal from settlement at any time before issue of final order of settlement.

20. The particulars of the conditions of the agreement to be executed and any further information regarding settlement of the mohal are available with the undersigned and the intending tender may inspect the same in the office of the undersigned during office hours.

21. The important conditions of the agreements are as follows:-

(a) For collection of Bamboo from the mohal, the mohalder will have to maintain challan book duly sealed in the Divisional Forest Officer....., Division/Circle. The form of challan book will have to be duly approved by Conservator of Forests,

(b) The lessee shall have to maintain proper accounts of the Bamboo as directed by the Divisional Forest Officer, Division and must produce them from examination as and when required by a Forest Officer.

(c) The successful tenderer must make his own arrangements for extraction of Bamboo from the mohal. The department does not bind itself to come into any matter of interference in extraction route, except for movement of Bamboo through neighbouring mohals.

(d) All Bamboo collected by the purchaser shall be brought to the depots previously approved by the Divisional Forest Officer, Division which shall not accept under exceptional circumstances be outside the Division. A list of such deposits and his agents and alternation must be submitted from time to time to the undersigned.

(e) All intending tenderers are warned that no claim for remission on various grounds such as clearance of bamboo for plantation in Forest Reserves and settlement of lands and construction of roads would be entertained in any circumstances.

(f) The successful tenderer will not be allowed to remove Bamboo greater value have to be removed from the mohal, sufficient further kists must be paid to be entitled to such removal.

(g) The purchaser shall have to employ local labourers for the extraction of Bamboo and non-Indian labourers can only be employed with previous specific sanction of Government. The Department cannot however, give assurance of of granting such sanction by the Government.

(h) The successful tenderer shall not interfere with working of other forest produce in the mohals by other mohalder during the currency of the lease nor shall be claim any compensation for such work being permitted.

(i) The particulars of the condition of the agreement to be executed and any particulars required can be seen at the Divisional Forest Office at.....Division during office hours.

(j) The successful tenderer shall not interfere with the catching of elephants in the mohal by the elephant mohalder during the period of the lease nor shall be claim any compensation for such operation being permitted.

(k) The mohals after settlement will remain at the purchaser's risk and department will in no way be responsible for any damage caused to the mohal.

(l) Cutting of bamboo must be completed within such 30th19.....and any Bamboo left unremoved in the mohal areas must be kept in safe place at mohalders' own responsibility and extraction must be completed within 30th19....

(m) The Bamboo in the mohal after settlement will remain at the mohalder's risk and the vendor will in no way be responsible for damage caused by grazing and fire or any other cause. All intending tenderers are warned that no claim for remission on various grounds such as grazing, burning, theft of the collected bamboo, etc. or loss due to any circumstances and intending tenderers will make therein offers taking all such factors into account by inspecting on the mohalders in their own interest.

(n) The Forest Villages and settlement holders occupying land within the mohal areas entitled to cut and remove Bamboo free of any payment to the Mohalders for their own domestic use only. The successful tender will have to issue transit pass to the purchaser for each sale by application to the nearest Forest Officer, stating therein the sizes of bundles of Bamboo and prices obtained from the purchaser thereof.

(o) Breaches of conditions of clause 25 above will render the successful tenderer to pay a penalty of Rs.50/- in each case or for breach of any of the clauses of this notice.

(p) The successful tenderers should supply Bamboo on demand by the undersigned for departmental use or for supply through Forest Utilization Officer, Arunachal Pradesh, at a rate fixed by him. (Divisional Forest Officer).

CONSERVATOR OF FORESTS.

LICENSE FOR EXTRACTION OF BAMBOO FROM ARUNACHAL PRADESH

THIS INDENTURE made and entered into this..... day of the month....., one thousand nine hundred.....between the President of India (hereinafter called the 'Lessor' and which expression shall include his successor in office) of the one part and..... a company registered under the Indian Companies Act and having its registered office situated at (hereinafter referred to as the 'Purchaser' which expression shall be taken to mean the said Company and its permitted assigns) of the other part.

WHEREAS the 'Purchaser' has been given permission to extract all species of Bamboo described in the Schedule 'B' hereto below in the form of whole pieces of the same in the green or dry condition from green or dead Bamboos, (occurring in the Forest area detailed in Schedule 'A').

AND WHEREAS it has been agreed that royalty shall be payable at 25% over and above the rates vide Notification NO.FOR.85/65/ dated 1.12.'66 and as may be revised from time to time plus a monopoly fee of.....% over and above such royalty. The above rate is also subject to revision after a period of 3 (three) years i.e. on..... provided the lease remain in force.

AND WHEREAS the Purchaser has agreed to deposit a sum of Rs.....(Rupees.....) only duly pledged to the Divisional Forest Office, Forest Division, hereinafter called the FOREST OFFICER, as security on or before the date of execution of these presents for the due performances of the provisions hereof and the said deposit of Rs.....shall be returned by the Forest Officer to the purchaser immediately on the termination of these presents by offlux of time or otherwise. This security may be deposited in the shape of postal savings Bank Account, National Saving Certificate, Defence Certificate or Deposit receipt of recognized banks.

Now this indenture witnesseth that in consideration of such payment of security and in consideration of payment of the royalties on bamboos as detailed above, the lessor both hereby grant to the 'Purchaser' the exclusive right to fell, convert, remove and use in terms hereinafter set out, mature and dead bamboos occurring in the areas detailed in the Schedule 'A' for the period from the 1st.....to 19 (.....years) provided that nothing hereinafter contained shall prevent the lessor from granting to any other person or persons licensee to extract other forest produce or capture elephants or to prospect for oils, mines, minerals or other substances of any description and lessee to work and carry out the same and that no compensation shall be payable to the Purchaser on account of any act done under any such license or lease.

The purchaser further agrees to the terms and conditions hereinafter contained in respect of this lease.

CUTTING OF BAMBOOS:

(1) (a) In respect of all clump-forming Bamboos, the purchaser shall cut only mature culms from the clumps and shall retain at least six mature green bamboos per clump properly distributed in the clump, in addition to all new bamboos of less than one year old.

(b) In the case of the non-clum-forming bamboos, one cut of every five mature green bamboos shall be left uncut by the purchaser.

(2) Dead sound bamboos in the permitted area shall all be operated by the purchaser.

(3) Each bamboo cut shall be cut in such a manner as to leave a clean stump without spilts or bruises, not more than 12" from ground level, the cut should be just above a node.

(4) Each clump of the area worked over during a year shall be cleared of all dead bamboo and decayed debris.

(5) The bamboo cutting operations except in respect of the dead bamboo shall proceed systematically commencing in an area of each forest area as approved by the Forest Officer. Dead bamboo exploitation may be conducted by the purchaser in any part of the scheduled area. The cutting operation shall cease every year between the months of June and September.

Procedure for measurement and assessment of royalty and transport to Railway station Depot.

(6) All bamboo as soon as cut, shall be stacked into lots of 100 pieces or multiples of 100 pieces at convenient spots within the year's working area, as approved by the Forest Officer and shall not be removed from such stocks till they have been measured by a forest subordinate authorized by the Forest Officer concerned and their royalty assessed and bills prepared and handed over to the duly authorized representative of the purchaser by such Forest Officer.

(7) The minimum Royalty of Rs..... (Rupees.....) for the 1st year shall be paid by the purchaser as advance royalty to the Forest Officer concerned at the beginning of the year, for subsequent years 50% of the minimum royalty to be paid before 1st of the year, and the balance 50% before first..... of the same year. Against this minimum royalty deposited of advance royalty as required by the Forest Officer will be made, the amount of advance royalty being calculated to provide for at least a month's cutting of bamboos, as calculated from the date of cutting in the previous period. If the purchaser fails to cut sufficient bamboos against the advances royalty paid, the unadjusted balance of the advance royalty will lapse to the Govt. and the purchaser will not be entitled to any refund.

(8) On acceptance of the 'BILL' mentioned in clause (6) by the authorized representatives of the purchaser two copies of challans for the movement by truck or other vehicles of the bamboos covered by the bill shall be obtained by the representative of the purchaser from the Forest Officer and all vehicles moving bamboos, on behalf of the purchaser shall carry a copy of such challan. The second copy of the challan shall be deposited by the representative of the purchaser on completion or transit with the Forest Range/Beat Officer, as directed by the Forest Officer.

(9) The purchaser shall be allowed to purchaser shall be allowed to extract bamboos when necessary by rafting in the rivers and its tributaries.

(10) Transport of bamboos from Railway yard of Arunachal Pradesh Railway.
No bamboo shall be booked by rail, air or by steamer or other vehicles or otherwise unless the full dues on such bamboos have been paid and transit passes obtained from the Forest Depot Officer or Range Officer.

Liability of Purchaser to extract all cut bamboos.

(11) The purchaser shall extract all utilizable portions of bamboos cut by them.

(12) From the 1st July of every year a Forest Officer shall inspect all the approved bamboo working areas of the season as referred to in clause (5) of this Indenture and examined if all cut bamboos have been cut but left unextracted, such bamboos would be counted and assessed to royalty and monopoly fee which shall be paid within one month from the presentation of the royalty Bill. For non-observance of felling rules, a suitable penalty may be imposed sufficient to rectify the non-observance of the Rules.

(13) Liability of purchaser to protect cut bamboos from fire.

It shall be the duty of the purchaser to ensure that all cut bamboos are reasonably guarded from damage by fire and if any utilizable bamboo pieces are found to the satisfaction of the Forest Officer concerned to have been burnt, owing to the neglect of the purchaser in this behalf, the purchaser shall be liable to pay the full royalty and monopoly fee on such pieces as estimated by the Forest Officer concerned. Part of 100 pieces out of the total thus found in any inspection shall be deemed to be 100 for purposes of assessment provided that the purchaser shall not be liable for any damage to the bamboos due to fire which is not caused or occasioned by any act of default on the part of the purchaser.

- (14) The lessor shall not be liable for damage to cut bamboos during the period they lie in the forest or during transit or at Railway Depots.

The lessor shall have no liability for any loss or damage to the cut bamboos while lying in the forests or in transit or while in storage in Railway Depots.

- (15) Purchaser's right to construct paths and roads in the Forests.

The purchaser shall have the right to construct temporary paths and roads within the area, provided that in respect of the paths or roads meant for extraction during more than one season, the alignment of such path or road shall require prior approval of the Forest Officer concerned and provided that the purchaser pays the scheduled rate of royalty in force at the time plus such additional assessment as considered reasonable and necessary by the Forest Officer concerned on the outturn of the marketable forests produce which may be destroyed in constructing such paths and roads by the purchaser.

- (16) Lessor's right to permit use of such Roads by other Purchasers:

The lessor shall have the unfettered right to permit the use by other purchasers the use of the extraction paths or roads made by the purchasers on his being satisfied that the purchasers work would not be hampered by such use.

- (17) Minimum royalty prescribed for payments by purchaser.

The purchaser shall pay Rs..... for the first year, Rs..... for the second year and Rs..... for such subsequent years as minimum royalty (including monopoly fee) whether it cuts or extracts from the forests to the Depots bamboos worth that royalty or not.

- (18) Right of Department to remove bamboos from the licenced area for construction purposes of the Department but not for sale.

The Arunachal Pradesh Forest Department shall have the right to extract for Govt. requirement for constructional or other work any quantity of bamboos from the leased area, the Forest Department shall also have the unfettered right to allow extraction of bamboos for the local agricultural population and for neighbouring Tea Gardens. Notwithstanding anything to the contrary hereinafter contained, the purchaser shall not be required to pay any royalty for such bamboos.

(19) Prohibition of creation of rights on bamboos by the purchaser.

The purchaser shall have not right to sell, mortgage or create any charge on any bamboos cut by it from the area detailed in Schedule 'A' until the royalty on it has been paid.

(20) Restraint on Assignment, sub-letting, etc.

The purchaser shall not assign, sub-let or part with its rights under these presents or any portion or such rights without the previous consent in writing of the lessor which consent shall not be unreasonably or arbitrarily withheld provided that it can, without such previous consent in writing employ sub-contractors for different items of work connect with the implementation of these presents so long as this does not absolve the purchaser itself from any of the provisions of these presents.

(21) Restriction on employment of persons not approved by the lessor:

The purchaser shall cease to employ any person whom the lessor considers unsuitable for employment within the licensed area provided that reasonable time shall be granted by the lessor for termination of such employment by the purchaser. The purchaser shall arrange to take out Inner Line Permits from the Deputy Commissioner, Kameng district for all its officers and employees before entering Arunachal Pradesh.

(22) Liability of the purchaser for the acts of his employees, agents, workmen, sub-contractors, etc.

The Purchaser shall be responsible for any and every violation of the terms of these presents by any of its employees, agents, workmen, sub-contractors, etc.

(23) Liability to comply with acts of the Legislature and Rules thereunder.

Nothing contained in these presents shall be deemed to relieve the purchaser or its agents or servants from the duty of complying with any Act of the State or the Union Legislature and the rules thereunder in force from time to time and applying to the areas referred to Schedule 'A'. The purchaser, its agents or employees or sub-contractors shall be bound to give information or render assistance in accordance with section 74 of the Assam Forest Regulation, VII of 1891.

(24) Recovery of dues not paid.

That all dues and penalties payable or imposed on the purchaser under the provisions of these presents shall on failure of payment as provided in these presents, be recovered from the purchaser under provision of Bengal Public Demand Recovery Act, 1913.

(25) The Forest Officer and his authorized subordinates shall have the right to undertake any work they may consider necessary for the improvement of the forests including certain of plantations which may involve cutting, removing or otherwise dealing with bamboos. The tribal people of Arunachal Pradesh shall have the right to cut bamboos for their cultivation, if so permitted by the Forest Officer and for their own use, but not for sale and notwithstanding anything to the contrary hereinbefore contained, the purchaser shall not be liable to pay any royalty for such bamboos.

(26) Use of free unreserved timber, bamboos, cane, thatching grass.

The purchaser shall have the right throughout the continuance of these presents to erect and set up temporary campsheds and other erections or structures or buildings, fixtures, fittings, plant, equipment, machinery, floating points, ropeways, or any other equipment, for the conveyance of bamboos and/or for the purchase of its work in the areas detailed in Schedule 'A' hereto or any part thereof without paying any rent to the lessor for the same and it shall be entitled to free use of timber of unreserved species, thatch, bamboos, cane, for such purposes and the purchaser shall be entitled to remove the said campsheds, erections, structures, buildings, plant, machinery, floating points, and other equipment, fixtures and fittings as shall be erected and set up by the purchaser in the licensed area or any part thereof on the termination these presents by efflux of time or otherwise without any interruption disturbance or claim on the part of the Lessor, provided royalty is paid on all forest produce used and removed at the then prevailing rates.

(27) PENALTIES

If the purchaser in the opinion of the Conservator of Forests, Northern Circle, is guilty of any breach of the terms, conditions and covenants of these presents where no specific penalties have been provided, the purchaser shall pay the lessor upto Rs..... (Rupees.....) only for any and every breach as may be imposed by the Conservator of Forests, Northern Circle, Arunachal Pradesh.

(28) MODE OF SERVICE NOTICE.

That any notice to be given to the purchaser under these presents shall be deemed to be sufficiently given forty eight hours after being posted in a registered cover addressed to the purchaser.

(29) NOTICE OF TERMINATION.

The lessor and the purchaser without any claim of compensation from either side, shall each have the right to terminate these presents before the expiry of the period of the license on issue of three month notice of termination and in that event the purchaser shall have the right to extract and remove bamboos already cut by the purchaser during the currency of the lease.

(30) Amendments of Modifications.

If considered necessary, the lessor and the Company shall have the right to eliminate, add to, alter and modify any of the existing clauses of these presents during the currency of lease, subject to the mutual acceptance by the lessor and the Company to such changes to these presents.

(31) Decision or disagreements or disputes.

That in the event of any disagreement between the lessor and the purchaser as to the interpretation of any portion of these presents or as to the occurrence of any damage or breach of conditions of these presents and liability of the purchaser therefore, the decision of the Chief Secretary, Arunachal Pradesh shall be final binding on the purchaser.

(32) INTERPRETATION.

The headings to these presents are for convenience of reference only and shall not affect the construction thereof.

IN WITNESS whereof the parties aforesaid have signed these presents in token of the acceptance of the terms and conditions aforesaid.

For and on behalf of the President of India.

Witness.

- 1.
- 2.

On behalf of.

.....

Witness.

- 1.
- 2.

APPENDIX – XVII
(Vide Para 38.9)

TENDER NOTICE AND AGREEMENT FORM FOR SALE OF CANE.

Sale of Cane Mohal during..... Under.....Division.

- 1) Sealed tenders are hereby invited for working out the cane Mohal described in the schedule during the period from of from the date of settlement whichever is latter to
2. Every tender should quote the maximum outright price they are prepared to pay for the Mohal.
3. The tenderers should deposit Rs.300/- (Rupees three hundred) only as an earnest money either in any Treasury under Head “Revenue Deposit” or into any Schedule Bank as “Deposit at Call” duly pledged in favour of the undersigned and the original copy of the receipted Treasury Challan or Deposit Call must accompany each tender without which no tender will be accepted. The tenderers belonging to Arunachal Pradesh Tribes may deposit earnest money deposit against previous sales if any can be considered against the Mohal.
4. The earnest money of the unsuccessful Tenders will be refunded to them after the issue of the final settlement order of the mohal and that of the successful Tenderers will be released only after the fulfillment of condition under clauses 13, 14(a) & 17(a).
5. Tenders superscribed as “TENDER FOR CANE MOHAL” should be addressed by name to the undersigned which will be received upto.....hrs. (IST) on.....in the office of the undersigned. No tenders delivered by post or by hand after the said hour will be considered.
6. Tender will be opened on the same day by the undersigned or by any other officer authorized by the undersigned in the presence of the tenderers who may desire to be present either personally or through their authorized agent, otherwise on any subsequent date as will be notified by the undersigned.
7. The authority competent to make the settlement reserves the right to withdraw any coupes from sale settlement at any time before issue of final order of acceptance of tender.
8. Up-to-date income tax clearance certificate must be enclosed with the tender (each tender separately) without which the tender may be accepted only with the condition of subsequent production of the same within a given date.

9. A declaration form as given below must be signed by the tenderer and enclosed with the tender without which no tender will be considered.

I agree that I/we will not withdraw the tender offered by me/us during the time that will be required for intimation of acceptance of the tender being given to me/us or afterwards should my/our tender be accepted and if I/we withdraw the tender then I/we shall be liable to pay the whole sum of tender or such amount on account of deficiency as in the opinion of the Chief Conservator of Forests, Arunachal Pradesh, Shillong may be considered necessary to make good the whole of the loss and damages that may be suffered by Govt. in consequence thereof and I/we shall pay the same.

10. Though the tenders will be received by the undersigned the order of settlement will be passed by the respective competent authority as shown below:-

- (i) Chief Commissioner, Arunachal Pradesh, Shillong when the value of tender exceeds Rs.50,000/-.
- (ii) The Chief Conservator of Forests,, Arunachal Pradesh, Shillong when the value of tender exceeds Rs.20,000/-.
- (iii) The Conservator of Forests, Circle, Arunachal Pradesh when the value of the tender does not exceed Rs.20,000/-.
- (iv) The Divisional Forest Officer,.....Division, Arunachal Pradesh when the value of the tender does not exceeds Rs.10,000/-.

11. There is no obligation on the part of authority making the settlement to accept the highest or any tender or to assign any reason for rejection of any tender.

12. The intending tenderers are advised in their own interest to inspect the Mohal before submission of tenders, as complaints on any grounds of quality or quantity of cane sold will not be entertained after the settlement of mohal.

13. Successful tenderer must deposit as security at 10% of the bid value accepted subject to minimum of Rs.500/- (Rupees five hundred only) in the form of postal savings bank account or National savings Certificate duly pledged in favour of the President of India within 15 (fifteen) days from the date of communication of acceptance of the bid. Higher security deposit may be demanded from the successful tendereres if this is considered necessary by the undersigned at his discretion. The security deposit will be released only after inspection of the mohal by the Forest Officer or his agent only when the work of the mohal is found satisfactory by the undersigned and after payment of all Govt. dues.

14. The successful tenderers will make the payment of the bid amount in 3(three) installments as follows:-

- a) 1st kist 50% of the bid within
- b) 2nd kist 25% of the bid within
- c) 3rd kist 25% of the bid within

Undersigned may also demand earlier payment of kist, should the successful tenderer require the release of higher proportion of the out turn from the mohal than is justified by the kist paid. Any modification made for such earlier payment by the undersigned will be final and binding to the successful tenderers.

(15) The successful tenderer may apply for extension of period for payment of second kist or 3 (three kist) within one month from the date of expiry of the payment with valid reasons for such extension. An extension fee of 2% of the due kist shall be payable from the day following the date the kist falls due, for a period of 90 (ninety) days. If the successful tenderer fails to pay the due kist together with the extension imposed for allowing extension, the mohal will be resold at the risk of the successful tenderer and he will have to make good the loss, if any sustained by the Govt. The period of 60 (six) days with extension fee at the rate of 2% of the due kist will be allowed only when this period 60 (sixty) days with extension fee at the rate of 2% of the due kist will be allowed only when this period is well covered by the period of the working of the mohals as per terms of agreement. Otherwise it will be limited to the last date of working of the mohal. No transit of timber will be allowed till govt. dues are fully paid. Such extension will be given by the authority competent to make the settlement.

16. Failure to comply with any of the conditions in the clauses 13 & 14 will refer the earnest money liable to be forfeited to the Govt. and the mohal will be resold and the successful tenderer shall be debarred from submitting future tenders.

17(a). After payment of security and first kist in acceptance with clause Nos. 13 & 14 (a) the successful tenderer must execute an agreement in the office of the undersigned within 15 (fifteen) days from the date of issue of the settlement order without which he will not be permitted to work in the mohal even after he has deposited security money and first kist.

17(b). Successful tenderer must commence work in the mohal within 7 (seven) days from the date of issue of the work order by the undersigned.

18(a). If the successful tenderer fulfils any one of the Clauses 13 & 14(a) above but fails to fulfill clause 17(a) mentioned above, the settlement of the mohal shall be liable to be cancelled and action will be taken as per clause 17 above and render the earnest money, the security money and the kist (including extension fee, if any) if already paid, liable to be forfeited to the Govt.

18(b). If the successful tenderer after fulfillment of clauses 17(a) above fails to commence work in the Mohal by the specified date, action will be taken as per clause 16 and 18(a) and the Mohal will be resold at his risk and he will have to make good the loss that will be sustained by the Government.

19. Notwithstanding clause No.16 above, any loss to the Govt. from resale of the Mohal as per clause 18(b) of the sale Notice will be recoverable and a public demand under the Bengal Public Demand Recovery Act, 1913.

20. The successful tenderer cannot revoke the tender even though the said acceptance may not have been communicated to him and must not fail to implement his tender within the time allotted by the Divisional Forest Officer,Forest Division.

21. No mohal shall be settled with more than one person jointly except in case of a co-operative society/firm or joint stock co. duly register in the office of the Registrar concerned.

22(i). Preference and concession in settlement will be given to tenderers belonging to bonafide Arunachal Pradesh Tribes subject to financial stability and ability of the tenderers to perform the work satisfactorily, preference and concession in settlement of mohal shall be admissible in the following manner to a person belonging to bonafide Arunachal Pradesh Tribes recognized by the Govt. provided the recognized highest offer does not exceed Rs.50,000/- (Rupees fifty thousand) only.

a) If the offer from a member of the above mentioned category of percent is not below 92% of the recognized highest offer, the mohal shall be settled with such person at his own offer.

b) Even if the offer from a member of the aforementioned category of percent is below 92% of the recognized highest offer, the mohal may at the discretion of the competent authority be settled with such person at an amount 7½% less than the recognized highest offer.

(ii) No preferential treatment and concession as mentioned in (i) above shall in admissible when the recognized highest offer for the mohal exceeds Rs.50,000/-.

(iii) The Forest Department before settling the mohal with the Arunachal Pradesh Tribal contractors will ensure the financial stability of the contractors concerned and no misuse of concessions shall be allowed by benamis system. Arunachal Pradesh Tribal contractors resorting to benami will be liable to be black listed for future.

23. Any tenderer willing to represent against the order of settlement file an appeal within 15 (fifteen) days from the date of communication of acceptance of the tender to the successful tenderer to the appropriate authority through the Divisional Forest Officer,Forest Division.

The appropriate appellate authority will be:-

- (i) The Chief Conservator of Forests, Arunachal Pradesh against the order of settlement passed by the Divisional Forest Officer, Forest Division, Arunachal Pradesh.
- (ii) The Chief Commissioner, Arunachal Pradesh, Shillong against the order of settlement passed by the Chief Conservator of Forests, Arunachal Pradesh, Shillong.
- (iii) The Secretary to the Govt. of India, Mini. Of Home Affairs, New Delhi against the order of settlement passed by the Chief Commissioner, Arunachal Pradesh.

24(a). Settlement may not be affected with those tenderers who have outstanding Forest Revenue in any Forest Division in Arunachal Pradesh.

(b) Settlement may not be affected with those tenderer having poor performance in the mohal allotted to them in previous settlement.

25(a). Duly authorized person tendering on behalf of a company or a co-operative Society, Firm or Company must show that the society or company has been duly registered in the office of the Registrar of Joint Stock companies whatever the case may be.

25(b). The name of Managing Director duly authorized to maintain business of the society/firm or Company on behalf of the members/partners and the fixed liability within which he is authorized to transact business should be intimated.

26. No power of attorney or mortgage deed under any circumstances may be made by the successful tenderer in respect of the mohal without previous permission in writing of the Divisional Forest Officer,.....Forest Division.

27. Intending tenderers may see terms and conditions of the agreement to be executed or any other particulars regarding settlement of the mohal in the office of the undersigned during office hours.

28. No extension of time or their consideration should be asked for in the event of delay in settlement of the mohal owing to enquiries into financial position of the tenderer and particulars given in the tenders of documents accompanying the tenders or other legitimate causes no exchange of trees will be allowed under any circumstances and as such the tenderers are advised to inspect the mohal and satisfy themselves before they submit their tenders for the same.

29. Canvassing directly or indirectly by any tenderer will disqualify his tender(s).

30. In the event of any dispute arising regarding the interpretation of any clause or provision of this tender notice or due to performance of observance of the same, decision of the Chief Conservator of Forests, Arunachal Pradesh would be final and binding on the tenderers.

Divisional Forest Officer,
.....Forest Division.

ARUNACHAL PRADESH, FOREST DEPARTMENT

AGREEMENT NO. OF

Cane Mohal No. Forest Division.

Year.....

Whereas the President of India through the Chief Conservator of Forests, Secretary (Forests), Arunachal Pradesh (hereinafter called the Chief Conservator of Forests) has agreed to grant.....(hereinafter called the licensee), the right to cut and collect cane from the Forests within the boundary described for a period from to fee over and above the scheduled rate of royalty vide Notification No. dated For the cane to be collected on the terms and conditions herein after contained.

It is hereby agreed as follows:-

That the licensee shall pay the entire royalty and monopoly fee at the time of obtaining the Transit Pass for the produce.

That a sum of Rs. (Rupees.....) only should be deposited in postal Savings Bank duly pledged to the "President of India", as security against any or all the conditions of the License before starting the operations granted by the license. The security will be refunded to the Licensee at the expiry of the period of this license after deduction of the outstanding, compensation or fines legally imposed under the terms of this license not hitherto paid by the licensee.

2. That the licensee can cut cane only within the area specified in the schedule and in no other. All cane cut by the licensee shall be collected at depots (which shall not, save under exceptional circumstances, be outside.....Dist) previously approved in writing by the Divisional Forest Officer, Banderdewa Forest Division (herein after called the Forest Officer) or by an officer authorized in this behalf by the Forest Officer. A list of such depots and alteration therein must from time to time by licensee in writing to the Forest Officer.

3. That only ripe and perfectly matured cane shall be cut and that not closer to the roots than one foot from the surface of the ground. This license does not, in any way, permit the licensee the roots of the cane plants except from those growing within 50' ft. from the centre of any Government or public way.

4. That all cane collected under this license must be removed from the Forest within the currency of this license. Any such cane which could not be removed, must within 30 (thirty) days of the expiry of the license shall be collected in a central depot and notified to the Forest Officer not later than.....

Any cane found in the Forest or in any depots other than the central depot shall become the property of the Government without any payment there for.

5. That this license confers on the licensee no right to purchase any cane obtained or collected outside the specific area, nor does it authorize him to interfere with cutting and collection of such cane for private use or with persons carrying them.

6. That no person shall cut cane under this license without being individually in possession of a duly written up printed permit issued and signed by the licensee. Books of such permits will be issued to the licensee free of charge.

Note:- For the purpose of this clause, it will be sufficient if one permit is issued to the headman of a party of labours provided the names of all such labours are entered on the book of the permit.

7. That no cane sold or transferred by the licensee shall be covered by a Transit Pass duly signed by an authorized Forest Officer, Arunachal Pradesh, when removed from Arunachal Pradesh moha area.

8. That duplicate of all labour permits, and passes issued by the licensee during each month be duly submitted at the end of every month to the Divisional Forest Officer, Forest Division, and all counterfoils and duplicates of permits and pass book will be written by you. When any cane is removed from Arunachal Pradesh area, the transit pass should be signed by an authorized Forest Officer, Arunachal Pradesh.

All permit books and counterfoils must be returned to the Divisional Forest Officer, Forest Division on..... stock will be taken by the Divisional Forest Officer at the central depot as far as possible on and Transit Passes will only be issued upto the unless extension of such period is sanctioned by the Chief Conservator of Forests, Arunachal Pradesh (herein after called the Chief Conservator of Forests).

9. That local tribal people will as heretofore be allowed to cut cane for their domestic use free of royalty. The various timber contractors and Lease-holders working timber in areas covered by the mohal or mohals will be allowed to cut cane for crafts and buildings purposes free of charge. The Forest Department may also collect canes for its own requirements and no payment whatsoever can be claimed by the licensee for such collection.

10. That this license gives the licensee no right to cut down trees or cut and collect any other Forest produce other than cane subject to clause 3 of this license. Materials necessary, in the opinion of the Forest Officer, for putting up temporary huts for persons is this employ for the purpose of this operation shall however, be granted free of royalty.

11. That neither the licensee nor any of his employees is allowed to enter into areas beyond the INNERLINE on the strength of this license and separate Inner Line Pass shall have to be obtained from the Deputy Commissioner,District (herein after called Deputy Commissioner) for such each individual required to enter within the Inner Line for the purpose of this license.

12. The Deputy Commissioner, District reserves right to restrict hill labours supply during the currency of this license and no assistance is guaranteed in this respect. No extension of time shall however, be made on this ground.

13. That no hill tribe outside District should be recruited. The engagement of hill labours must be proceeded by an agreement on the proper form entered into with the respective headman. Such agreement must state the cutting rate and headman's commission as prescribed by the Deputy Commissioner and the Mohalder will be responsible for producing the headman before the Deputy Commissioner or his representative to have these provisions explained.

14. That no agreement of recruitment may be done elsewhere than in the District and no advance may be made in the first instance other in the presence of the Deputy Commissioner.
15. That the Forest Department reserves the right to restrict or stop using Forest roads in wet weather and all damage done to Forest reserve boundaries or fencing during extraction should be made good.
16. That the Licensee will supply, if called upon to do so, cane to Government Departments at current market rates to be fixed by the Forest Officer, and deliver them as instructed. He will pay such penalty not exceeding Rs.50/- (Rupees fifty) only in each case as may be imposed by the Forest Officer or irrespective of only penalty imposed under the Assam Forest Regulation, the penalty imposed in default, will be recovered from the licensee, his heir representative or assign as a Public demand and that for any breach by the licensee, or his agents or employees of any excise or opium or any other law in force within the area covered by this licence, this license may be withstanding any previous waiver, be cancelled at the discretion of the Forest Officer.
19. That all facilities must be accorded to the Forest Officer or his representative or the representative of the Deputy Commissioner to inspect the cane cut, whether in store or transit in the forest or while inspecting the locality where the canes are being or were cut. The licensee will exercise due care in storage of cane and ensure that the sites selected is above the high flood level.
20. That the licensee, his agents or employees will also be required to give information or tender assistance in accordance with section 74 of the Assam Forest Regulation. Failure on their part to act according to this provision, may be followed by the cancellation of the license at the discretion of the Forest Officer.

21. That in the event of this license being cancelled under the 1st proceeding clause or under clause 1 or clause 18, the Forest Officer, shall have the power subject to the approval of the Chief Conservator of Forests to grant a license to some one else as he thinks necessary and all the canes cut or collected in the Forest or at Depots will also be the Government property in the event of the License being cancelled as aforesaid.

22. That the license will not at any time, remove cane of the value exceeding the value of payment already made on that date; if the licensee wants to remove cane not covered by the amount paid already, balance of the royalty and monopoly fee payable for the cane to be removed should be paid by the Licensee before removal of the produce.

23. That all the tribal people engaged by the licensee should reach back to their places of residence on or before the date fixed by the Deputy Commissioner.

24. That no elephant operation which may commence or have commenced in the area specified in this license shall be disturbed or interfered with by the licenses nor shall be claim any compensation whatsoever for any interference in his work resulting from any such operation or for reasons as per clause 27.

25. That precautionary measures to protect the labours engaged for the operation against malaria shall have to be taken by licensee. Medical assistance should also be provided as and when necessary.

26. That no extension of time or other consideration will be granted on the ground of any delay in the settlement of the Mohal resulting from necessity of causing enquiries into the financial position of the licensee or any other legitimate causes.

27. That the operation of cane in the Mohal will be restricted to the areas where collected will be permitted from time to time and collection and extraction of cane may be stopped at any time under certain circumstances for which any claim for compensation or extension of time afterwards will not be considered.

THE SCHEDULE OF BOUNDARIES OF
CANE MOHAL NO. _____

Dated.....

Witness.

FOREST OFFICER.

I accept the above License on the
terms and conditions herein contained.

Witness:-

Licensees signature:

APPENDIX – XVIII.

(Vide para 38.9)

Long term Lease Agreement for Wood Based Industries.

AGREEMENT OF

This indenture made thisday ofone thousand nine hundred and.....(19) between the President of India (hereinafter referred to as the 'First Party' which expression unless repugnant to the context includes his successors in office and assigns as such employees of the Government of Arunachal Pradesh or to whom any power may expressly by virtue of their appointment be given in respect of any matter or thing relating to, of the one party and the Messarsa Company registered under the Companies Act, 1956 and having its registered office situated at..... District, Arunachal Pradesh (hereinafter referred to as the 'Second Party' which expression shall be taken to mean the said company and its successors and assigns) of the other part.

Whereas the Second Party has undertaken and has been given permission to establish and run a Saw & Veneer Mill at.....District, Arunachal Pradesh.

Whereas the First Party has agreed, with a view to run the above VENEER & SAW MILL to allot to the Second Party, with effect from the first day.....One thousand nine hundred and.....60,000 cft. (Sixty thousand cubit feet) of veneer & Saw Mill species as mentioned in Schedule 'A' hereto annexed within the area of.....indistrict as mentioned in Schedule 'B' hereto annexed for feeding the Veneer & Saw Mill.

Whereas the Second Party has paid Rs.27,000/- (Rupees Twenty Seven thousand only) as security deposit for the due performance of the terms and conditions of the agreement.

And whereas the Second party has agreed to fell and remove the trees and timber mentioned above and subject to the payment of royalty as prescribed in Schedule 'A' hereto annexed and to the other terms and conditions specified below:

NOW THIS INDENTURE WITNESSETH:

That in consideration of royalties hereafter agreed to be paid and other covenants to be performed by the Second Party, the First Party subject as hereinafter mentioned grants to the Second Party the right to fell log, remove and convert in terms hereinafter set for the all trees of such veneering and non-veneering species set out in

schedule 'A' hereto annexed situated and growing within the Forest areas as mentioned in Schedule 'B' hereto annexed for the period of twelve years with effect from the first day of.....one thousand nine hundred....., subject to the payment of the royalties more particularly specified in the Schedule 'A' hereto annexed, except and always provided that nothing herein contained shall prevent the First Party from granting to any other person or persons to capture elephants by kheda or Mela Shikar or to work and remove forest produce or to prospect for oils, mines, minerals or other substances of any description and lease to work and carry away the same, if found and that no compensation shall be payable to the Second party on account of any act done under any such license or lease.

Provided that the Second party shall, on establishment of a Forest Corporation by the First Party for timber extraction and other operations in the leased area, obtain its supply of timber from time to time from the central depots of the said Corporation at the rates fixed by the said Corporation for the veneer and non-veneer species.

I. FIRST PARTY'S COVENANTS.

The First Party hereby covenants with the Second Party as follows:-

(a) TREE MARKING: That the First party shall arrange to mark through the Arunachal Pradesh (hereinafter called the Forest officer) the trees which shall be felled. The trees shall be marked with authorized hammer marks in September & March in each year to avoid delay in the work of the Second Party and that samples of such hammer marks shall be supplied to the Second Party for his information.

(b) Marking of trees is to be done by the Forest officer or any officer duly authorized in writing in the behalf by him and the Second Party shall also affix his hammer mark at the same time. Trees for construction purpose will be provided within the area mentioned in Schedule 'B'.

(ii) REGULATIONS UNDER WORKING PLAN: That the trees to be felled shall be marked in accordance with the prescriptions of the working plan or working scheme of the Forest Department that may be approved by the Chief Conservator of Forests or any officer duly authorized by him in writing in that behalf during the period covered by this agreement.

(iii) REMOVAL OF LOGS FROM FELLING SITE: That on any marked trees being felled by the Second party and cut up into logs, the Second Party shall be at liberty remove the same from the felling site only after each such log has been marked and measured and passed by the Forest Officer or a subordinate deputed for the purpose will be done at least once in a month.

Provided however, that in cases of extraction by tractors, where the whole utilizable bole of the felled trees have to be removed to road-side, the measurement of the logs for assessment of royalty and passing of the logs shall be done at the road head, the trees numbers being provisionally impressed at both ends of the bole by the Forest Officer or a subordinate deputed by him before the removal of the bole from the site of felling.

(iv) USE OF BRANCHES: That the Second Party shall convert and remove the tops and branches of trees felled by him under this agreement and any other forest produce on payment of royalty in force from time to time.

(v) USE OF FOREST PRODUCE: That the Second Party shall be entitled to make use of any firewood or minor forest produce on the payment of royalty in force from time to time only for the purpose of his work in connection with this agreement.

(vi) GRAZING FOR ELEPHANTS: That the Second Party shall throughout the continuance of this agreement be allowed within the area, mentioned in Schedule 'B' in such localities as may from time to time be approved by the Forest Officer grazing for all elephants and other animals employed on this work in connection with this agreement on payment of grazing fees at rates in force from time to time. If such elephants and other animals cause damages to plantations, regeneration areas, forest buildings and other forest properties, the Second Party shall have to pay compensation to the First Party as assessed by the Forest Officer for all such damages caused. The Second Party shall have a right to appeal to the..... Arunachal Pradesh (hereinafter called the) against the order of the Forest Officer within thirty days of the date of passing such orders. The.....may confirm, reduce or enhance the amount of compensation and the decision of the..... shall be final and binding on the Second Party.

(vii) CLEARANCE OF LAND FOR WORKSHOP ETC: That the Second Party shall obtain permission from the First Party throughout the continuance of this agreement to erect roads and bridges including tramways as may be deemed necessary for the purpose of this work and clear necessary land for the purpose in connection with this agreement within the said area, provided he gives sufficient notices to the Forest Officer to get the trees marked or timber valuation made, free of all specific rent other than rent land revenue or taxes, which he is liable to pay for land held by him at the time of this indenture. The Second Party shall pay royalty at agreed rates under Schedule 'A' hereto annexed on all timber of venerable and non-venerable species which are required to be removed in the course of clearance of land required for erection of sheds, workshops and other buildings and for construction of roads and bridges, whether he uses such timber or not.

(viii) REFUND OF ROYALTY ON UNUTILISABLE LOGS:-

That the Second Party shall be entitled to have a refund on such measured logs for which royalty has been paid for but left in the forests as unfit for veneer or for other purposes, such as constructional works, sleepers for tram lines and shooks, provided the Second Party is not in any way responsible for deterioration caused to the logs. If there be any dispute between the Second Party and the Forest Officer about the conclusion of the verification of the unfit logs by the Forest Officer, the Second Party shall have a right to appeal to the..... within thirty days of the passing of the order of the Forest Officer and the decision of the shall be final and binding on the Second Party.

(ix) FELLING AREAS: That the First Party through the Forest Officer will re-arrange to specify felling coupes in the area set out in Schedule 'B'.

(x) LEASE OF LAND FOR BUILDING: That the Second Party will be allotted 10 acres of land within and outside the area as mentioned in Schedule 'B' for establishment for his office, the Veneer & Saw Mill. The site and the area to be allotted for the purpose shall be subject to the approval of the Government of Arunachal Pradesh and the land so allotted shall be given to the Second Party for the purpose of this agreement on normal terms and conditions through a separate agreement.

II. SECOND PARTY'S CONVENANTS:

2. In consideration of this demise and the First Party's covenants and concessions, the Second Party covenants with the First Party as follows:-

(i) ERECTION AND MAINTENANCE OF FACTORIES:

(a) That the Second Party shall at his own expense establish, maintain and run properly equipped Veneer & Saw Mill based on wood as raw material, the installation of which may be permitted from time to time. The Second Party shall install the veneer and the Saw Mill with its accessories within a period of two years from the commencement of the agreement.

(b) Timber in the form of logs, for processing for sale outside Arunachal Pradesh shall not be allowed to be taken out of the area mentioned in Schedule 'B' and only processed timber in the shape of veneer, sawn timber, plywood, tea chest or any other wood produce shall be allowed to be taken out of the area, mentioned in schedule 'B' for sale.

(ii) PERMISSION TO FELL:

(a) That the Second Party shall fell all those trees marked under para 1 (i) (a) and shall not fell other trees except those approved for felling as provided in para 1 (ii). The Forest Officer shall decide whether a tree or a timber claimed to be unutilizable or unmarketable is so or not. The Second Party shall have a right to appeal to the and the decision of theshall be final and binding on the Second Party.

(b) The Second Party shall prepare a list of such trees which are not likely to yield utilizable timber on felling on account of being rotten, hollow or/and any other cause and may submit the same from time to time to the Forest Officer who shall after due inspection pass suitable orders. The Second Party shall have a right to appeal to the..... Within thirty days of the orders of the Forest Officer and the decision of the.....shall be final and binding on the Second Party.

(iii) LOGGING BY SAW: That the Second Party shall log only by means of Cross Cut Saws all trees marked under para 1 (i) (a).

(iv) HEIGHT OF STUMPT: That trees except those which are hollow in the lower portion or have large buttresses shall be cut for felling as low as possible and not higher than 75 centimeters from the ground level and the felling and other work done by the Second Party in connection with the agreement shall be done in workman like manner and avoidable damage occasioned thereby made good to the satisfaction of the Forest Officer and the First Party kept indemnified for any claims and demand in respect thereof.

(v) REGULATION OF FELLING: That the felling of trees shall be regulated as specified in para 1(ii) and that each year's coupes shall be properly worked over as per rules before the Second Party shall begin felling in any other coupe.

Provided that in laying down yearly felling schemes, provisions shall be made for work to proceed in two or more coupes of the same or different Blocks in one felling series in order that different coupes could be worked at different convenient seasons, the distant coupes being worked in the dry season and the road side coupes in the rainy season.

Provided further that if for any unavoidable reason it be not possible for the Second Party to fell all the marked trees in any coupe within the working season, he shall be allowed to do so in the next season.

(vi) HAMMER MARKING OF LOGS: That all logs for rafting or for despatch by any other method be clearly marked with the authorized hammer of the Second Party before rafting or dispatch from the site of measurement and that all timber converted in the forest be similarly marked before dispatch from the place where converted. Provided that no timber shall be converted in the forest save with the permission of the Forest Officer.

(vii) UNUTILIZABLE OR UNMARKETABLE LOGS: The logs and trees shall not be abandoned without payment of royalty unless such logs or trees are found to be unsound or hollow or unmarketable or un-utilizable for veneer or sawn timber after felling. The question whether a tree or log is unsawable or hollow or unmarkable or unutilisable will be decided by the Forest Officer subject to appeal as herein before provided, to the.....whose decision shall be final. Logs below ninety centimeters in length for veneer species and one hundred and twenty two centimeters in girth over bark and one hundred and eighty centimeters in length for non-veneer species shall ordinarily be considered utilizable for veneer and sawn timber respectively.

(viii) PERMITS FOR STAFF: Without prejudice to the provisions hereinafter contained, the Second Party shall submit a list of all his employees and agents engaged in the extraction of timber on his behalf to the Forest Officer within the first week of every calendar month. He shall also immediately inform the Forest Officer of the changes that may occur during the continuance of the month.

(ix) MEASUREMENT AT SITE: That the Second Party shall not remove trees or logs from the vicinity of their stumps or remove any bamboo or other forest produce from the forest areas, the subject of this agreement until such tree, log, bamboo or other forest produce has, for the purpose of assessment of royalty been marked, measured and passed by the Forest Officer or by a subordinate deputed for the purpose.

(x) FACILITIES FOR MEASUREMENT: That in order to facilitate the marking and measuring of logs referred to in clause 2 (ix) above, the Second Party shall cause all logs to be prepared for marking as directed by the Forest Officer and shall give all reasonable assistance possible to the Forest Officer in the handling of logs.

(xi) REMOVAL OF NON-VENEER SPECIES:

(a) That the Second Party shall be liable to fell and convert into sawn timber and pay the royalty on all marked trees of non-veneer species, i.e. species included in Schedule 'A' (as amended from time to time).

(b) The Second Party shall be liable to fell all the trees which have been marked under para 1(i) (a) within the time allotted by the Forest Officer. If he fails to do so, he shall be liable to pay a penalty equal to the royalty specified in schedule 'A' on the estimated volume of each unfilled tree. For the purposes of estimation of volume of unfilled trees, the local volume table shall be used.

(xii) COST OF EXTRACTION: That the Second Party shall bear the cost of cleaning all floating streams and of making, erecting and maintaining, such veneer and saw as mills and other wood-based industries, roads and bridges as he may require or are incidental to the performance of this agreement.

(xiii) RATES OF ROYALTY: (a) That the rates of royalty for the period from the first day of.....one thousand nine hundred and..... day ofto.....day of.....one thousand nine hundred and.....shall be Rs.5/- (Rupees Five) only per cubic feet for all B-I species and for all other species at rate of Rs.1/- to Rs.3/- per cft as specified in Schedule 'A'. The First Party shall have the right to revise the royalty for all B- I species at the end of a term of.....years that is from the first day of.....one thousand nine hundred and..... day of.....thousand nine hundred and..... and thereafter, the subsequent revisions shall be at intervals ofyears and for all other species, at the time of general revision of royalty shall be the rates paid by the Assam Plywood Factories (including these with or without leases) minus the adjusted disadvantages to the Second Party, prevailing open tender royalties within the minimum concession needed to maintain the industry, the capacity of the Second Party to pay for the raw material, the concession to be given to the Second Party which is a tribal participation ventures and any other factors considered relevant.

(b) If the Second Party is not agreeable to pay the royalty or the revised rates, the Second Party shall within thirty days of the issue of the intimation of revised rate of royalty express his intention not to do so. In such an event the agreement shall stand terminated with effect from the date of the enhanced rates of royalty were charged, as if the period of agreement is expired.

(c) If at any time, it is found that any species is not included in the Schedule 'A' or being included, royalty class, then the Chief Conservator of Forests shall classify it to an appropriate royalty class which shall be binding upon the Second Party.

(xiv) PAYMENT OF ROYALTY: That the Second Party shall pay royalty monthly at the rates specified in Schedule 'A' hereto annexed and from the date of revision of such royalty at the revised rates on all timber and other forest produce measured and passed. Such payments shall be made direct into the Government Treasury at.....or.....or such other Treasury as may be notified by the Forest Officer and shall be covered by the Treasury Challan duly filled in.

(xv) RESPONSIBILILTY FOR ROYALTY: That the Second Party shall be responsible for the payment of Royalty on all logs marked under clause 2(vi) and other forest produce removed by him. The Forest Officer shall be entitled to measure and assess the royalty on all such logs and other forest produce found unmeasured inside their working areas. The royalty at rates mentioned in Schedule 'A' hereto annexed (or such revised rates as may be in force at the time) shall be paid by the Second Party.

(xvi) MINIMUM FIXED: That the Second Party shall extract annually from the said forest areas the subject of this agreement and pay royalty on quantities not less than the quantities indicated in Schedule 'C' hereto annexed, failing which the Second Party covenant to pay the First Party a sum of Rupees Twenty in respect of each meter of veneer and sawn log by which the total quantity extracted and paid by for him in each stage of timber allotment falls short of the said minimum provided that the covenant shall not be enforced, if in the opinion of the First Party there have been unforeseen circumstances like force majeure in extraction of timber from the said forests, or there has been insufficient number of trees available for marking under silvicultural rules to account for the deficient extraction or if the First Party is satisfied that the Second party has provided ample dragging and working power to extract the prescribed minimum hard circumstances been favourable. On such an event, the First Party shall have the right to dispose of certain quantities of timber to such other party or parties as he deems proper from the area and the Second Party shall not be entitled to object. Further if the minimum quantity as indicated in Schedule 'C' hereto annexed for the period of the agreement is silviculturally not available in the area in any year or part of the agreement period. Then the Second Party shall not demand any compensation for such shortage for such year or any part of the agreement period.

Provided also that in case at any time it is decided to reduce the yield below the quantities in Schedule 'C' hereto annexed intimation for such proposed reduction shall be furnished at least two years in advance during which period of notice the Second Party shall be allowed to continue to draw the minimum quantity indicated in the first stage of timber allotment shown in Schedule 'C' that is 60,000 cubic feet of timber.

(xvii) RESTRICTION OF EMPLOYMENT FOR STAFF AND LABOUR: That the Second Party shall not knowingly employ for any purpose connected with the agreement persons who have been dismissed from the Government services, or convicted by a Court of Law for an offence amounting to moral turpitude. The Second Party shall obtain inner Line Permit from the Deputy Commissioner,..... District for such of his employees as may be required to cross the Inner Line.

(xviii) SUBMISSION OF LABOUR RETURNS: That the Second Party shall from time to time submit to the Forest Officer and the Deputy Commissioner,district half yearly returns giving full particulars of the employees with their nationality.

(xix) SUB-LETTING: That the Second Party shall not assign, sub-let or part with his rights under this agreement or any part thereof without the previous consent in writing of the First Party.

(xx) SUPPLY OF MATERIAL TO THE FOREST DEPARTMENT:

That the Second Party shall supply from their ex-factory godown timber and other products as manufactured in their Mills as demanded by the Chief Conservator of Forests to meet the needs of the Government of Arunachal Pradesh at the actual cost of production including overhead charges during the period of this agreement provided that the demand shall not be more than 10% of the total production in a year.

(xxi) INSPECTION OF MILLS BY FOREST DEPARTMENT & MAINTENANCE OF RECORDS:

That the Second Party shall at all times afford the officers of the Forest Department or any other officers appointed for the purpose by the Government of Arunachal Pradesh full facilities for inspection of the Second Party's operations in the Forest areas, the subject of this agreement and shall supply all information pertaining to his operation and also afford full facilities for the inspection of all account books maintained by the Second Party at all depots and the office of the Manager. He shall also submit statistical Returns as and when required by the Forest Department or Local Government.

(xxii) OBSTRUCTION TO PERMIT OR SETTLEMENT HOLDERS OR TRIBAL PEOPLE:

That the Second Party shall neither prevent nor put any obstacles in the way of any person who holds a permit for the extraction of timber and other forest produces nor obstruction any person who has been granted a licence in accordance with reservation in that behalf here in force contained nor prevent a settlement holder or the tribal people exercising their rights or concessions.

(xxiii) OBSTRUCTION TO CONTRACTORS AND GOVERNMENT OFFICERS FOR EXTRACTION OF TIMBER:

That the Second Party shall neither prevent nor put any obstacles in the way of contractors or any other person acting under the orders of the Forest Officer in Arunachal Pradesh and extracting the same, nor any other persons exercising the rights and concessions under any exemption, reservation or provision in these presents contained.

(xxiv) REGULATION UNDER WORKING PLAN:

That the Second Party shall work the forest area, the subject of this agreement, in accordance with the provisions and prescriptions of the scheme of felling of Forests and shall give notice at least three months ahead at their intention to work in any coupe so that necessary arrangements may be made for proper marking of the coupe.

(xxv) PENALTIES FOR FELLING UNMARKED TREE:

That the Second Party shall be responsibility for all unmarked trees felled by his men and shall pay for them at double the rates of royalty payable under the provisions of this agreement the time of such following without prejudice to the First Party's other rights in respect of such breach of this agreement.

(xxvi) USE OF SECOND PARTY'S LOGGING LINES:

When the Second Party has vacated a coupe as provided in clause 1(ix) and Clause 2(v), the Second Party shall afford to persons working under the authority of the Forest Officer in the coupes vacated by the Second Party free use of such roads or floating streams maintained by the Second Party as are necessary for extracting the outturn or such a coupe. The use of such roads as might be constructed by the Second Party may be restricted to other users, with the previous permission of the Forest Officer.

(xxvii) USE OF ROADS BY GOVERNMENT OFFICERS ON DUTY:

The Second Party shall allow the use of roads maintained by him to Government Officers on tour in connection with Government works.

(xxviii) WELFARE OF LABOUR:

The Second Party shall take all necessary steps for the proper housing and welfare, for the labour employed by him and shall furnish such returns in this behalf as may be prescribed by law.

3. III. CONDITION AND PROVISIONS:

CONDITIONS AND PROVISIONS RESERVED BY THE FIRST PARTY AND AGREED TO BE THE SECOND PARTY.

(i) POWER TO TERMINATE THE AGREEMENT:

(a) The First Party may terminate the agreement without notice if the Second party commits a breach of his covenant in para 2 (xx) and para 2 (xxiv) or if the Second Party goes into liquidation whether compulsory or voluntary, or if the Second Party does not pay the Royalty or part thereof under this agreement within 45 days after the same have become payable.

(b) The First Party may terminate the agreement after giving three months notice in writing to the Second Party if the Second Party commits a breach of his covenants in para 2 (xix), 2 (xxiii) and 2 (xxiv).

(c) If in the opinion of the Chief Conservator of Forests the Second Party does not prosecute or is not prosecuting his work in an earnest and through manner, or if the Second Party is guilty of any breach or non-observance of the terms, conditions and covenants of this agreement, the First Party may after giving twelve months notice in writing to the Second Party of his intention to do so, determine this agreement and make such other arrangement for the working of the Forest areas the subject of this agreement as he may think fit. The Second Party may also terminate the agreement by giving to the First Party twelve months notice in writing of his intention to do so.

(ii) LIABILITIES OF THE COMPANY IN EVENT OF TERMINATION OF AGREEMENT:

That in the event of this agreement being terminated as provided in para 3(i) above, the Second Party shall remain liable, in addition and without prejudice to its liability to the First Party for damages for any breach or non-observance of the conditions or provisions of this agreement by the Second Party, for the royalty on all trees felled by him and on all timber and other forest produce extracted by him (whether the same is lying in or has been removed from the Forest Areas subject of this agreement) on which the royalty has not been paid on the date of termination of this agreement under para 3(i) above, provided always that the Second Party shall be allowed a period of not less than twelve months from the termination of this agreement as the Chief Conservator of Forests may consider necessary for the removal of the said timber and other forest produce, provided royalty payable in respect of such timber and other forest produce has been duly paid, but the Second Party shall not be permitted to fell any more trees.

(iii) COMPENSATION ON SPECIAL CLAUSE:

That in the event of the Second Party committing a breach of any of the less important terms of this agreement like the covenants in para 2 (xxii) the First Party may in his absolute discretion, instead of terminating the agreement forfeit the security deposit or such portion thereof, as the.....may think for or condone the breach on the Second Party paying compensation not exceeding Rupees Five hundred for each such breach as may be fixed by the..... provided on appeal shall lie against quantum of such order to the Chief Conservator of Forests whose decision in the matter be final and binding on the Second Party. In the event of a continuing breach, such compensation shall be payable per day.

(iv) LIABILITY OF ACTS OF LEGISLATURE & RULES THEREUNDER;

That nothing contained in this agreement shall be deemed to relieve the Second party or his Agents or Servants, from the duty of complying with the provisions of any law for the time being in force in which the forest, the subject of this agreement is situated.

Provided that nothing contained in this agreement shall be held or deemed to detract from or interfere with the rights that may be admitted by the First Party in any portions of the forest areas the subject of this agreement already notified or that may hereafter be notified as Forest Reserves.

(v) RECOVERY OF DUES NOT PAID:

That all money and royalty payable by the Second Party shall on failure of payment as provided in this agreement be recoverable under the Bengal Public Demands Recovery Act 1913 or as permissible under any other law.

(vi) PROVISIONS FOR WORKS OF IMPROVEMENTS:

That nothing in this agreement shall be deemed to prevent the Chief Conservator of Forests from undertaking any work be considers necessary for the improvement of the Forest Area covered by this Agreement or from granting to any person at the discretion of Forest Officer permits for the extraction of forest produce.

(vii) RIGHT OF SECOND PARTY FOR EXTRACTION OF FOREST PRODUCE NOT INCLUDED IN THE AGREEMENT:

That all persons to whom the First Party may hereafter grant licences to catch elephants and work other forest produce or to prospect for or leases for the purpose of extracting and removing oils, or other mineral substances within and from the Forest Area, the subject of this agreement shall be at liberty subject to the term and condition in the said licences or leases to fell, log, remove or convert timber and other trees and forest produce so far as may be necessary for the purpose of their operation. If the quantity of timber thus cut and removed cannot be made available to the Second Party such persons shall pay to the Second Party such compensation as may be assessed by the.....

4. IV. MUTUAL CONVENANTS.

The parties hereby mutually covenant and agree as follows:-

(i) POWER TO EXEMPT LOGS FROM PAYMENT OF ROYALTY:

That when measuring logs for calculation of royalty on hollow or rotten logs which are in the opinion of the Forest Officer unmarketable or logs impossible to extract or such portions of them as are hollow or rotten shall not be included in the measurement for calculation of royalty. In the event of any dispute as to such logs the Second Party may within thirty days of the orders of the Forest Officer appeal to thewhose decision shall be final.

(ii) POWER TO DISPOSE OF DETERIORATING TREES & TIMBER:

The First Party shall have the right to dispose of dead withdrawn, diseased and dying trees from the area to others provided the Second Party is given the other marketable species of not less than fifty trees at one place, the Second Party may be required to buy the timber if it is suitable for veneer or sawing purposes at such places and rates as are mutually agreed upon. If the rate cannot be agreed upon, it shall be fixed by the Chief Conservator of Forests and his decision shall be final and binding. In any case this volume shall count against the volume to be worked from the area under prescription of the working plan.

(iii) METHOD OF MEASURING LOGS:

That in measuring timber for the purpose of this agreement the cubic contents of logs shall be calculated by multiplying the length by the square of the quarter girth. The girth shall be taken at middle point between the two ends without the removal of bark to the nearest centimeters, the length shall be measured to the nearest five centimeters, multiple as the shortest distance between the two cut end. For the purpose of calculation of log volume, the column table published by the Indian Standards Institute, New Delhi, shall be adopted.

(iv) CALCULATION OF ROYALTY AND RESERVATION
AS TO SALES BEFORE ROYALTY IS PAID:

That royalty shall be calculated on the measurement made as above at the rates specified in Schedule 'A' attached hereto and the Second Party shall have no right to sell, mortgage or create a charge on any timber until the royalty so calculated has been paid.

(v) EXTRACTION FOR FOREST DEPARTMENT WORKS
AND IN EMERGENCIES;

That nothing in this agreement shall be deemed to debit the extraction of timber under permits issued by the Forest Officer for use of the Government of Arunachal Pradesh or to meet a state emergency and a certificate by the Chief Conservator of Forests that such emergency has arisen shall be final.

(vi) LOSS BY ACCIDENTAL CAUSES:

The Second Party shall not be responsible for any loss to Government property such as timber and other forest produce occurring in the area the subject of this agreement from flood and other natural calamities, as well as losses arising out of the theft, fire or any other accidental causes which may not be attributable to acts of commission and omission on the part of the Second Party.

(vii) EMPLOYMENT OF STAFF AND LABOUR:

The Second Party shall further endeavour to employ progressively members of the Schedule Tribes of the Arunachal Pradesh. The Second Party should also endeavour to active the maximum feasible participation of the local tribal peoples in its operation.

(viii) SPECIAL PROVISIONS:

That without prejudice to any of the other rights of the First Party under this agreement in the event of the Second Party failing to perform his part to the satisfaction of the First Party or disregard commits a breach of any term or condition of this agreement, the following actions at the discretion of the First Party.

- (a) Forfeiture of security deposit in whole or in part.
- (b) Make good any loss caused to the First Party through the inability, neglect or delay on the part of the Second Party to perform his part of the agreement.

(B) That in the event of the security deposit being reduced by means of forfeiture as above, the Second Party shall within fifteen days from the date of his being called upon to do so make good the amount required to complete the security deposit to the original value. His failure do so shall be regarded as a breach of the terms of the agreement.

(ix) POWER FOR REVIEW:

Notwithstanding anything contained in this agreement the Chief Conservator of Forests may on his motion or otherwise, after calling the records of the case review any order made by the Forest Officer or....., confirm, modify or set aside the order and may also set aside, reduce confirm or enhance the compensation imposed by the Forest Officer or..... The decision of the Chief Conservator of Forests in this matter shall be final and binding on the Second Party.

(x) REMOVAL OF ASSETS ON TERMINATION OF AGREEMENT:

That in the event of the agreement being terminated by afflux of time or otherwise, the Second Party shall be given twelve months time in which he may remove or dispose of his plant and equipment. He shall not during this period, be allowed to run the factory or be entitled to any of the privileges under the agreement.

(xi) DISPUTES: That in the event of any disagreement between the First Party and the Second Party as to the interpretation of any portion of this indenture or as to the occurrence of any damage or breach of conditions of agreement and the liability of the Second Party therefore, or other dispute of difference whatsoever, the final settlement of which is not hereinbefore provided for, the decision of the Chief Secretary, Government of Arunachal Pradesh shall be final and binding on the parties thereto.

(xii) NOTICE UNDER THE AGREEMENT:

That any notice given to the Second Party under these presents shall be deemed to have been sufficiently given other being posted in a registered cover addressed to his registered office.

(xiii) REFUND OF SECURITY DEPOSIT:

The security deposit of Rs.27,000/- (Rupees twenty seven thousand) and the interest accrued thereon, if not forfeited or such lesser amount, if any, as may be remaining after appropriation, the refund of any moneys that may be payable by the Second Party to the First Party shall be refunded on the determination of this agreement after clearance of all dues payable to the First Party and/or the Government of Arunachal Pradesh.

IN WITNESS WHEREOF the President of India, the First Party, has caused the Secretary (Forests), Government of Arunachal Pradesh, to set his hand on his behalf and the aforesaid agreement have caused their common seal to the affixed.

Signed, sealed and delivered by Shri E.S. Thangam, Secretary (Forests), Government of Arunachal Pradesh on behalf of the President of India, in the presence of

Witnesses:

- 1.
- 2.

Secretary (Forests),
Government of Arunachal Pradesh.

The common seal of the above named Messrs.
the Second Party hereunto affixed to these presents by the direction and in the presence of one of the Directors thereof, Shri.....who has hereunto set his hand and these presents were countersigned by Shri..... of the said Company, by the hand of M/s..... the member thereof, in the presence of:

Witness:

- 1.
- 2. Director.

APPENDIX – XIX
(vide Para 44.2)
Account Forms (2)

Form F.A. 2

FOREST DEPARTMENT, ARUNACHAL PRADESH
.....FOREST DIVISION.

Register of Cheques drawn during.....19.....

S. No.	Cheque No. (with No. of Cheque Book)	Date	On what Treasury or Bank	Amount	For use in the Office of the Accountant General. Date of encashment at Treasury	REMARKS,

GRAND TOTAL

(Rupees.....).

Dated.....
The.....19.....

Divisional Forest Officer,
Forest Division.

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APPENDIX – XIX.
(vide Para 44.2)

FORM F.A. 3.

Accounts Forms – (3)

FOREST DEPARTMENT, ARUNACHAL PRADESH.....DIVISION.

Record of sanctioned works.

Forest – Range.
Nature of work.

No. and date of sanction.
Amount sanctioned.

Month	Particulars of Expenditure	Total charge of the month	Total Charge up to date.	Dated initial of D.F.O. against monthly Entries

Completion report sent to Conservator of Forests with letter No.....
dated.....19.....

Dated

19

Divisional Forest Officer,
Division.

APPENDIX – XIX.
(Vide Para 44.2)

Account Forms (6).

FORM F.A.6.
(See Chap. VII Article 284)
.....Division.

Schedule of Remittances to Treasuries during.....19.....

Date when remitted	Number of Item of challan	Name of Treasury	By whom Remitted	REMARKS

Dated 19.....

Divisional Forests Officer,
Division.

APPENDIX – XIX.
(Vide Para 44.2)
Account Forms – 7.

FORM F.A. – 7.
(See Chap.VII. Articles 285 and 293)
.....Division.

Schedule of Receipts/Payments on behalf of other Government/Railway

Item No.	Name of Government/Railway	Particulars of Receipt/Payment	Amount	Remarks

Dated

19.....

Divisional Forest Officer,
Division.

- NOTES:-
- (1) There should be two separate schedules, one of receipt and other for Payments.
 - (2) The items included in the schedule should be grouped by each Government or Railways as the case may be.

FOREST DEPARTMENT, ARUNACHAL PRADESH.....DIVISION.

Abstract of Entries in the Contractors' and Disbursers' Ledger during,

19 .

1.	2.	3.	DEPARTMET DEBTOR						DEPARTMENT CREDITOR						BALANCE DUE				14.	15.			
			Balance due from last month		Nos. of Dr. Items in Cash Book	Recoveries in cash or value of supplies or work done during the month		TOTAL		Balance outstanding from last month		Nos. of Cr. Items in Cash Book	Payments during the month		TOTAL		Contractor. By _____ Disburser				Contractor. To _____ Disburser		
			Rs.	P.			Rs.	P.	Rs.	P.	Rs.		P.		Rs.	P.	Rs.	P.	Rs.	P.	Rs.	P.	

Dated _____
The _____

DIVISIONAL FOREST OFFICER _____ DIVISION

N.B.:- When the 'Balance Due' as exhibited in columns 12 and 13 is made up of more than one item the details of items making up the balance should be shown in the column for 'Remarks.'

APPENDIX – XX
(Vide para 45.3.)

CASH RECEIPT BOOK.

Assam Schedule II. For No.50.
P 65/42

GOVERNMENT OF ASSAM

Book No.

Receipt No.

Dated

Received from
the sum of Rs.
on account of
to be credited to
cashier or Accountant
(where necessary)

Rupees

Signature and Designation
of Officer granting the
receipt.

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APPENDIX – XXI.
(Vide para 46.8)

Classified Abstract of Revenue and Expenditure.

Form F.A. 5 (Front Sheet)

FOREST DEPARTMENT, ARUNACHAL PRADESH.....DIVISION.

Classified Abstract of Revenue and
Expenditure During 19.....

NOTE – The items in this Abstracts should be arranged in accordance with the
Prescribed Budget Heads & Sub-heads.

No. in Cash Book of		Items	Amount		Total of budget Sub-head		REMARKS
Item	Voucher		Rs.	P.	Rs.	P.	
1.	2.	3.	4.		5.		6.
			Rs.	P.	Rs.	P.	
		Carried forward.					

No. in Cash Book of		Items	Amount		Total of budget Sub-head		REMARKS
Item	Voucher		Rs.	P.	Rs.	P.	
1.	2.	3.	4.		5.		6.
			Rs.	P.	Rs.	P.	
		Carried forward.					

APPENDIX – XXIII.
(vide Para 48.1)

OFFENCE REPORT

ARUNACHAL PRADESH Schedule L (Part I), Form No. 32.

Forest Department, ARUNACHAL PRADESH.
.....DIVISION.

OFFENCE REPORT NO.....DATED.....

..... | REVENUE STATION
RANGE.

NATURE OF THE OFFENCE.

Date and hour of detection _____
Place of occurrence _____
By whom detected _____

REFERENCE TO SECTIONS OF THE _____ FOREST ACT _____ AND
ASSAM FOREST REGULATION

INDIAN PENAL CODE.

(To be filled by the Divisional Forest Officer)

.....
.....
.....

NAME OF ACCUSED.

Name	Father's Name	Place of Residence.		
		Village	Thana	District

NAMES OF WITNESSES.

--	--	--	--	--

(Full Report of facts overleaf.)

APPENDIX – XXII.
(Vide Para 48.1)
Report Regarding Property Seized.

F.D. Form No. 31.

ARUNACHAL PRADESH FOREST DEPARTMENT.

(Report Regarding Property Seized)

No..... Dated.....19.....

To

The DEPUTY COMMISSIONER.....:
POLITICAL OFFICERS,
.....

SIR,

I have the honour to report that this day I seized the following property
of.....S/o.....of
village.....Thana.....for an offence committed
in the.....punishable under section.....

of the | Indian Forest Act No.VII of 1898:
| Assam Forest Regulation No.VII of 1891:

- (1)
- (2)
- (3)

and I have reported the matter to the Divisional Forest Officer.

2. The offender agrees to compound the offence and I am awaiting orders
from the Divisional (of Range) Officer as to the sum of money he will accept as
compensation.

Yours faithfully,

Ranger,
.....Range.

Copy submitted to the Divisional Forest Officer with the report
No..... dated.....19.....

Dated
The 19..... | Ranger or Forester.

FULL REPORT OF ALL THE FACTS IN DETAIL.
(To be framed not later than the day after the occurrence.)

STATEMENT OF ACCUSED.

Forest Department, ARUNACHAL PRADESH.

.....DIVISION.

OFFENCE REPORT NO.....

Dated.....

REVENUE STATION.

.....

RANGE.

Memo. No.....

Dated.....

Forwarded to the _____ Conservator of Forest, _____
Division, with a copy of the Seizure Report and an application for issue of process.

..... Officer-in-charge.

.....
Revenue Station.
Range.

.....
Memo. No.....

Dated.....

Forwarded to the _____ Magistrate
Commissioner

of _____ with an application for issue of process, and the following
documents _____

_____ Conservator of Forests,
In-charge _____ Division.

APPENDIX – XXIV.

(vide Para 48.1)

Application for Issue of Process.

F.D. Form No.33

FOREST DEPARTMENT, ARUNACHAL PRADESH

(APPENDIX – X)

APPLICATION FOR ISSUE OF PROCESS.

FROM

THE OFFICER-INCHARGE,
.....RANGE,

To

THE DEPUTY COMMISSIONER
POLITICAL OFFICERS,

No.....

Dated.....19.....

SIR,

Whereas the marginally noted persons have committed accompanying
offence report of this station, and
whereas the facts can be proved by the
evidence of the witnesses named therein.
I have the honour to request, that the
court will issue process against the
accused and try the case under such sections of the Indian Penal Code, or of the Indian
Forest Act/Assam Forest Regulation or both, as it may deem applicable.

Yours faithfully,

.....Officer-in-charge,
.....Range.

Forwarded through the.....Conservator of Forests-in-
charge.....Division.

Signature.....

APPENDIX – XXV.
(Vide para 51.3)

CERTIFICATE OF TRANSFER OF CHARGE OF OFFICE.

F.D. Form No. 22.

ARUNACAHAL PRADESH FOREST DEPARTMENT.

CERTIFICATE OF THE TRANSFER OF CHARGE OF THE OFFICE OF
.....CONSERVATOR OF FORESTS.....
.....DIVISION.

Dated, the.....19.....

I certify that I received charge of theDivision
from..... on thenoon of
this.....day of 19.....

I received the sum of Rs.the cash balance as shown by the
Cash Book on this date. I have examined all the office books and found them posted up
to day.

I have received the needful vouchers belonging to the accounts of the current
month, and have made myself acquainted with all outstanding and liabilities on account
of the Department.

I have examined the live and dead-stock, as well as the books, maps, office
records, and office furniture at headquarters; and have examined the depot Registers
which I have found posted up to date.

I have received.....Cheque Book No..... unused, as well
as Cheque Book No.....containing cheque No.....to.....
The counterfoils of the previous cheques have been written up.

Countersigned.

Conservator of Forests.

Conservator of Forests,

Relieved Officer.

Relieving Officer.

APPENDIX – XXVI
(Vide para 51.4.)

*Inspection Report of.....Circle/Division.

Date.....

1. Date of last Inspection
2. Officer in charge:-
 - (a) Name, Rank and Pay.
 - (b) Date of assuming charge.
3. Security, amounts to be paid and amounts already deposited by each officer.
4. Uniform, Equipment and Uniform Register.
5. Buildings and their condition
 - (a) Headquarters.
 - (b) Beats.
 - (c) Inspection Bungalows.
6. Store returns.
 - (a) Current.
 - (b) Annual.
 - (c) Date of last complete.
Stock taken by
Divisional Forest Officer.
7.
 - (a) Store required.
 - (b) Store needing repair.
 - (c) Unserviceable stores written of.
8. Register of Hammers:-
 - (a) Government.
 - (b) Trader's property marks.
9. Elephants. Their condition and condition of their gear.
10. Register of yield-
 - (a) Forms 2 and 3 for
Forests not under Working Plan.
11. Works of Reproduction and Improvement (Form 4)
 - (a) Plantations. Orchid nursery:
 - (b) Taungyas.
 - (c) Other areas under regeneration. Sanction.
 - (d) Plantation, etc. Journals and Wall charts.
 - (e) Climber cutting

- (f) Fire Protection.
 - (g) Roads and bridges.
 - (h) Other works of Improvement and experiment.
 - (i) Sample Plot Registers.
 - (j) Measurement Books.
 - (k) Muster Rolls.
12. Forest Villages:-
- a) Resident.
 - b) Non-resident.
 - c) Muster Rolls of outsiders rendering free, labour.
 - d) Forest Village Registers.
13. Timber Marking Registers:-
- (a) Tree marking under Working Plan or Schemes, and Log etc. Book.
 - (b) Tree marking for Un-classed state not under Working Plans or schemes and Logs etc. Books.
 - (c) Tree marking for un-classed State Forests and Log, etc. Books.
 - (d) Dead wood, Reserves.
 - (e) Dead wood, Un-classed State Forests.
 - (f) Foreign Logs.
 - (g) Foreign Beats.
 - (h) Foreign scantlings.
14. Register of Receipt in Depots.
15. Register of Disposals from Depots.
16. Register of receipt and disposals of timber in Depots (Form No.1)
17. Form 2 (Drift Timber Operations)
18. Form 3 (Seized property)
19. Form 6 (Sale Statement-Purchasers)
20. Form 7 (Outstandings of Revenue)
21. Form 8 (Register of free grants)
22. Form No.18 (Bill Books)- In stock used up return to Divisional Office. In use.
23. Form 19 (Receipt Books)
In stock.
Used up for return to Divisional Office

24. Form No.24 (Permit Books)
In stock.
Used up, for return to the
Divisional Office.
In use.
25. Firewood permits. In stock. Used up, for return to the
Divisional office.
In use
26. Form No.24 A (Home consumption Permits)
27. Form No.24 D (Grazing Permits)
28. Form No. 25 (Transit Pass Books)
In stock.
Used up, for return to the Divisional Office.
29. Register of Receipts and issues
of Permit, etc. Books.
30. Advance Royalty Ledger.
31. Cash Book (Form No.5)
32. Measures taken for safe
custody and transmission of cash.
33. Cash balance.
34. Establishment pay bill book.
35. Adequacy of Establishment.
36. Objection Statements (Form No.17)
37. Register of cases.
38. Register of Receipts and Issue of Documents.
39. Register of Books and Maps and their conditions.
40. Forest Offence Book. (Form No.30 D)
41. Ammunition Book.
42. Punctuality in correspondence and
Submission of accounts and returns.
43. Neatness in keeping office.
44. Complaints.
45. General remarks on results of Inspection.

APPENDIX – XXVII.

(Vide para 51.4)

* Inspection Report of.....Range
Date.....

1. Date of last Inspection
2. Office in charge
 - (a) Name, Rank and pay.
 - (b) Date of assuming charge.
3. Security, amounts to be paid and amounts already deposited by each officer.
4. Uniform, Equipment and Uniform Register.
5. Buildings and their condition
 - (a) Headquarters.
 - (b) Beats.
 - (c) Inspection Bungalow.
6. Store returns. Form No.9
 - (a) Current.
 - (b) Annual.
 - (c) Date of last complete stock taking by Divisional Forest Officer.
7.
 - (a) Stores required.
 - (b) Stores needing repair.
 - (c) Unserviceable stores written of.
8. Register of Hammers:-
 - (a) Government.
 - (b) Trader's property marks.
9. Elephants. Their condition and condition of their gear.
10. Register of Yield-
 - (a) Forms 2 and 3 for Forests Not under Working Plan.
 - (b) General Forms for Forests under Working Plan.
11. Works of Reproduction and Improvement (Form 4)

- (a) Plantations.
 - (b) Taunyas.
 - (c) Other areas under regeneration.
 - (d) Plantation etc. Journals wall charts.
 - (e) Climber cutting.
 - (f) Fire protection.
 - (g) Roads and bridges.
 - (h) Other works of Improvement and experiment.
 - (i) Sample Plot Registers.
 - (j) Measurement Books.
 - (k) Muster Rolls.
12. Forest Villages:-
- a) Resident.
 - b) Non –resident.
 - c) Muster Rolls of outsiders
Rendering free, labour.
13. Timber Marking Registers:-
- (a) Tree marking under Working Plan or Schemes, and Log etc. Book.
 - (b) Tree marking for not under Working Plans or Schemes and Log etc. Books.
 - (c) Tree marking for un-classed State Forests and Log, etc. Books.
 - (d) Dead wood, Reserves.
 - (e) Dead wood, Un-classed State Forests.
 - (f) Foreign Logs.
 - (g) Foreign Beats.
 - (h) Foreign scantlings.
14. Register of Receipt in Depots.
15. Register of Disposals from Depots.
16. Register of receipt and disposals of timber in Depots (Form No.1).
17. Form 2 (Drift Timber Operations)
18. Form 3 (Seized property)
19. Form 6 (Sale Statement-Purchasers)
20. Form 7 (Outstandings of Revenue)
21. Form 8 (Register of free grants)
22. Form No.18 (Bill Banks)- In stock used up return to Divisional Office.
In use.

23. Form 19 (Receipt Books)- In stock.
Used up for return to
Divisional Office.
In use.
24. Form No.24 (Permit Books)
In stock.
Used up, for return to the
Divisional Office.
In use.
25. Form No.24 A (Home consumption Permits)
26. Form No.24 d (Grazing Permits)
27. Form No. 25 (Transit Pass Books)
In stock.
Used up, for return to the Divisional Office.
In use.
28. Register of Receipts and issues
of Permit, etc. Books.
29. Advance Royalty Ledger.
30. Cash Book (Form No.5)
31. Cash balance.
32. Measures taken for safe
Custody and transmission of cash.
33. Establishment pay bill Book.
34. Adequacy of Establishment.
35. Objection Statements (Form No.17)
36. Register of cases.
37. Register of Receipts and Issue of Documents.
38. Register of Books and Maps and their conditions.
39. Forest Offence Book. (Form No.30 D)
40. Ammunition Book.
41. Punctuality in correspondence and
submission of accounts and returns.
42. Neatness in keeping office.
43. Complaints.
44. General remarks on results of Inspection.

APPENDIX – XXVIII
(vide para 55.4)

AGREEMENT FOR SUPPLY OF SLEEPERS/ LOGS/ SAWN TIMBER TO RAILWAYS
D.G.S.&D.

Agreement made this.....day of.....19.....
Between.....of the one part (hereinafter called the first party which terms shall include his/their heirs, successors, representatives and assignees and the President of India of the other part (hereinafter called the second party) which expression unless repugnant to the context including his successors in office and assignees and such employees of Government as to who any power may expressly or by virtue of their appointment be given in respect of any matter or thing relating thereto.

Thereby it is agreed as follows:-

1) The 2nd party in consideration of a sum of Rs..... to be paid by the 1st party as Security Deposit shall place or order it the 1st party for supply of.....C.M./Nos. of sleeper/ Logs/Scants/Planks (hereinafter called timber) to such consignee as may be specified by this 2nd party as per rates and specifications mentioned in the schedule to this agreement and the following clauses.

2) That 1st party shall deposit the security money as per clause 1 above in the form of Postal Savings Bank Account duly pledged in favour of President of India or National Savings Certificate or call deposit of any scheduled bank duly pledged in favour of the Divisional Forest Officer.....within 15 (fifteen) days from the date of communication of the supply order.

The security money will be released to the 1st party only after successful execution of the supply order and not before the expiry of 6 (six) calendar months from the date of dispatch of the last consignment of the timber and subject to clearance by the Divisional Forest Officer, Forest Utilization Division.

3) The rates mentioned in Clause 1 above is F.O.R. Loading station in Assam.

4) The 1st party will undertake delivery of the timber to the consignee mentioned in the schedule (through the Divisional Forest Officer.....) in monthly equal installments within the specified period as noted in the schedule, failing which the contract is liable to be cancelled and the security forfeited without any notice.

5) The 1st party shall, on receipt of the supply order as mentioned in Clause 1 above, place the timber at suitable places to be specified by the Divisional Forest Officer,.....for inspection by the Divisional Forest Officer.....or his nominee in such a way that the quantity to be supplied monthly does not fall short of the quantity as shall be fixed by the Divisional Forest Officer.....

6) After the inspection is over as mentioned in Clause 5 above, the 1st party will remain responsible for safe custody of the timber and take all possible measures to prevent the timber from deterioration by applying suitable preservative like ASCU and coating with coal-tar at his own cost.

7) The Divisional Forest Officer.....shall have the right to reject any timber inspected earlier or suspend its dispatch is, on subsequent inspection, it is found that the timber has deteriorated due to required care not being taken by the 1st party or for storage of the timber as mentioned in clause 6 above.

8) The 1st party shall register wagon/wagons under intimation to the Divisional Forest Officer.....with particulars of such wagon/wagons and after dispatch of the stores in favour of the consignee, the first party shall submit the dispatch documents i.e. Railway Receipt, Tally receipt etc. the Divisional Forest Officer.....Thereafter, the 1st party shall submit his bill, which shall be subject to check by the Divisional Forest Officer..... with the dispatch documents who will make payment of the bill.

9) If the party supply made by the 1st party is not in conformity with the specification, which will be intimated to the first party within a period of six months from the date of dispatch of a consignment or earlier, and such non-conformity with the specification will be decided upon by a joint inspection by the Divisional Forest Officer, Forest Utilization Division, or his nominee and the consignee or his authorized nominee within a period of six months from the date of intimation of such non-conformity with the specification to the first party or earlier, the timber so supplied shall be liable to be rejected and the decision of such joint inspection will be final and binding upon the 1st party, who, on demand shall have either to replace the whole or part of the timber rejected or shall have to make good the loss sustained by the consignee through the Divisional Forest Officer..... by making payment through their subsequent bills of supplies or in cash or in both, failing which the security money deposited as per clause 1 & 2 of this agreement will be forfeited and adjusted against such loss and if there is still any balance after such adjustment the same will be recovered as an arrear of land revenue under the Bengal Public Demand Recovery Act, 1913, and in the event of such recovery of loss from the security money and as arrear of land revenue under the above Act, the contract is liable to automatic cancellation.

10) In the event of 1st party failing to supply the timber within the specified period the security deposited timber under clauses 1 & 2 above is liable to be forfeited and the contract cancelled unless the 1st party makes an application in writing to the Divisional Forest Officer, Forest Utilization Division through the Divisional Forest Officer.....within one month before the date of expiry, asking for extension of time. Such application should contain valid reasons for granting extension, which will normally be for a period upto a maximum of 6 (six) months. In exceptional cases, i.e. in the event of natural calamity or any other condition which is beyond human control, another extension upto a period of 3 (three) months may be granted by the Divisional Forest Officer, Forest Utilization Division who shall obtain prior approval from the C.C.F. in granting second and subsequent extensions.

11) The Divisional Forest Officer, Forest Utilization Division or the C.C.F. as the case may be reserves the right to reject any such application for extension without assigning any reason, if the case is, in his opinion, considered having no merit.

12) The 1st party shall be held responsible for the acts of his agents, servants and workmen and shall, if required to do so, furnish the Divisional Forest Officer..... with a list of all such agents, servants and / or workmen / employed by him in connection with the implementation of the supply order. The 1st party shall not employ any person or persons who the Divisional Forest Officer.....consider should be debarred from working.

13) The C.C.F., Ex-officio Secretary, Forests may at any time cancel this agreement if the 1st party himself or his agents, servants or workmen fail to comply with of this agreement and in case of cancellation of the agreement, the security money deposited by the 1st party as per Clauses 1 & 2 above shall be forfeited.

14) In the event of any dispute arising regarding the interpretation of any clause or provision or this agreement or the due performance or observance or the same, the decision of the C.C.F. thereon shall be final and binding on the 1st party.

The witness whereof the parties.....have hereto set their hands the day and year first above written.

Signature of the
1st party.

For and on behalf of the President of India.

Witness of the 1st party

Signature of the 2nd party.

Witness of the 2nd party.

SCHEDULE OF AGREEMENT.

Sl. No.	Species & kind of timber to be supplied.	Size	Purchaser order No.	Qty.	Rate excluding tax.	Tax payable	Last date of expiry	Speci- fication	Remark
1	2	3	4	5	6	7	8	9	10

For and behalf of the
President of India.

Signature of the 1st party.

Signature of the 2nd party.

Witness of the 1st party.

Witness of the 2nd party.

Date

Date

APPENDIX – XXIX

(Vide para 55.11)

MONTHLY PROGRESS REPORT OF SUPPLY OF TIMBER TO D.G.S.&D.

Sl. No.	PAOD NO.	Kind of Stores	Name of consignee	Qty. dispatched till the last month	Qty. dispatched during the month
1.	2.	3.	4.	5.	6.

R/R dispatch Note/Issue voucher of the quantity	No. of	Total Qty. dispatched during the month under report.	Qty. inspected & awaiting dispatched during the month.	Inspection Note No. & Date	Nos. of wagon registered with registration No.	Remarks
7		8	9	10	11	12

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APPENDIX – XXX.

(F.D. FORM NO.9 (vide para 56.1)

FOREST DEPARTMENT, ARUNACHAL PRADESH.....DIVISION.

Return of Stores, Tools and Plant on 1st19 .

DISTRIBUTION	BALANCE AS PER LAST RETURN.	RECEIPTS SINCE LAST RETURN. TOTAL				ISSUE SINCE LAST RETURN	BALANCE	REMARK.
	No. or quantity	No. or Qty.	Rate	Value	No. or Qty.	No. or quantity	Office	Total

- (a) Surveying and instruction instruments.
- (b) Machinery and Tools.
- (c) Office, rest-House furniture and tents.
- (d) Miscellaneous.

APPENDIX – XXXI – A

FORM – A (Vide para 61.1.) DETAILS OF BUILDINGS CONSTRUCTED.

Type of Buildings:-

Sl. No. and location of Building:-

Plinth area:-

Authority:-

Amount Sanctioned:-

Sl. No.	Details	Year of constn.	Amount		D.F.Os/R.O.s initial	Remarks.
			Vr. No.	Amount.		
1	2	3	4	5	6	7

FORM – 8

APPENDIX – XXXI – B (Vide para 61.1)

DETAILS OF MAINTENANCE OF BUILDINGS.

Type of Buildings:-

Sl. No. and Location of building:-

Plinth area:-

Sl. No.	Year of Maints.	Sanction No.	Amount Sanctioned	Details of work	Voucher No.	Amount	Total amount for a year	D.F.Os/R.O.s initial	Remarks.
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.

APPENDIX – XXXII

(Vide para 62.1.)

Rules for Occupation of Forest Rest houses

1. The Forest Rest House is primarily meant for Forest Officers and other Gazetted Officers of Arunachal Pradesh who are touring on duty. Gazetted Officers of Nagaland, Armed Forces, Central and State Govt. Officers on duty also be permitted to occupy the Rest House subject to availability of accommodation, but such permission implies that they must vacate the rooms occupied by them if these are required at short notice for Forest Officers of Arunachal Pradesh and Assam Rifles Officers on duty. There are two types of Forest Rest Houses viz. Class I and Class II.
2. Requests for reservation of rooms of the Rest House will be made to the Divisional Forest Officer of the Division in which the Rest House is situated.
3. It will be the responsibility of the occupants to ensure that the rooms are kept neat and tidy. The occupants will be responsible for breakage of any item of furniture or crockery, and for the loss of linen or damage to building fixture and fittings. Losses and breakage will be paid for at the assessed by the Divisional Forest Officer.
4. No officer shall occupy the Rest house for more than 3 (three) days without prior written permission from the Divisional Forest Officer for more than 5 (five) days without the written permission of the Conservator of Forests of the concerning Circle, Arunachal Pradesh.
5. Any person allowed to occupy the Rest House should be prepared to vacate forthwith the room or room occupied by him if such a measure is at any time considered necessary by the Divisional Forest Department.
6. Visitors should enter full particulars in the visitors book kept with the Chowkidar and must settle their dues before vacating the rooms. Charges for seat rent should be entered in visitors book and charges for Kerosene oil and firewood should be entered in the separate book maintained by the Chowkidar.
7. A complaint/suggestion book is kept with the Chowkidar. Visitors may endorse their remarks, if any, in that book, Constructive suggestions are welcome.
8. Orderlies, private servants etc. are not permitted under any circumstances to sleep in the rooms and verandahs of the Rest House.
9. The use of electric appliances and cooking in the rooms is strictly prohibited.

10. There are two beds provided in each room, but the allotment of one bed to a person does not entitle him to the exclusive use of the room.

11. The scale of charges will be as follows:-

<u>(a) Charge for occupation of Class I, Class II.</u>		
<u>Rest House per bed.</u>	Class I	Class II
(i) Less than 3 hours.....	Rs. Nil	Nil.
(ii) Less than 3 hours		
Upto 24 hours	Rs.3.00	Rs.2.00
<u>(b) Additional bed for families:-</u>		
(i) Less than 3 hours.....	Rs. Nil	Nil.
(ii) Less than 3 hours		
Upto 24 hours	Rs.1.50	Rs.1.00

12. The occupants are permitted to cook their own meals in the kitchen attached to the building. For meals served in the Rest House, charges will be made as per approved list.

APPENDIX – XXXIII – A

(Vide para 63.1.)

DETAILS OF CONSTRUCTION OF ROADS (INCLUDING BRIDGES & CULVERTS)

Name of Road:-

Length

Type of Road:-

Width.

Authority :-

Amount Sanctioned:-

Sl. No.	Year of Constn.	ROAD SURFACE WORKS			BRIDGES					CULVERTS			Total Amount	Initial of DFO/R.O.	Remarks
		Details of work.	Voucher No.	Amount	S. No. & Name of bridge	Type	Span	Vr. No.	Amount	S. No. & Name of culvert	Type	Vr. No. & Amount			
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.	16.

APPENDIX – XXXIII – B
(Vide para 63.1.)

DETAILS OF MAINTENANCE OF ROADS (INCLUDING BRIDGES & CULVERTS)

Name of Road:-

Length

Type of Road:-

Width.

Sl. No.	Year of maints.	Sanction			Road surface works				S.No.& Name of bridges	Details of work done	Vr.No.	Amount spent
		No.	Amount	Details of work done	Vr. No.	Amount	Sanction					
							No.	Amount				
1	2	3	4	5	6	7	8	9	10	11	12	13

Culvert				Voucher No.	Amount spent	Total	Initial of D.F.O./R.O.	Remarks
Sanction No.	Amounts	Serial No. & Name of culvert	Details of work done					
14	15	16	17	18	19	20	21	22

APPENDIX – XXXIV

(Vide para 64.1.)

NURSERY JOURNAL

Arunachal Pradesh Forest Department.

.....Forest Division.
.....Forest Range
.....Beat / Sub-Beat.

Location:-

1. Sketch of the Nursery.
2. Size of nursery, permanent or temporary, area in hectare and locality.
3. Number of wells, pump-sets installed with details.
4. Size of beds, number of beds under each species, number of mothers beds, number of transplant bed, etc.
5. Preparation of beds, manuring, etc.
6. Date of sowing, quantity of seeds sown and number of beds.
7. Method and quantity of watering number of man hours employed.
8. Native of fertilizers, insecticides applied with quantity and dates.
9. Dates of pricking out from the mother bed and transplanting in transplant beds, number of seedlings watered and man hours utilized.
10. Watering method, regime and number of seedlings watered and man hours utilized.
11. Dates of removal of seedlings and the number of removed.
12. Pest attack diseases, if any and measures taken.
13. Number of mazdoors employed.
14. Rainfall statement.

Nursery ledger showing the monthly record of expenditure for
Items should be given in the following proforma.

1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.
Year and month.	Leveling.	Fencing.	Formation of beds (mother beds and transplant beds).	Manuring.	Wells.	Cost of watering.	Cost of pricking out and planting in transplant beds.	Application of Insecticide, etc.	Total cost.	REMARKS.

APPENDIX – XXXV.

(Vide para 64.1)

PLANTATION JOURNAL.

Page No.1

INDEX.

PLOT NO.	NAME OF PLANTATION	PAGE NO.
----------	--------------------	----------

Centre:-

Area:-

Plot No.:-

Year:-

Species:-

PAST HISTORY.

1. Situation :-
2. Aspect :-
3. Soil :-
4. Type of Forest :-
5. Upper Storey :-
6. Middle storey :-
7. Under growth :-
8. Ground cover :-
9. General remarks:-

APPENDIX XXXVI (1)
(Vide para 64.1)

ARUNACHAL PRADESH FOREST DEPARTMENT.

Centre.....

Reserves.....

Range.....

Beat.....

<p>Situation</p> <p>Aspect slope, etc.</p> <p>Soil.</p> <p>Brief description of Forest type:-</p> <ul style="list-style-type: none">(a) Upper Storey.(b) Middle Storey.(c) Under-growth.(d) Ground cover. <p>Labour supply.</p> <p>Village.</p> <p>No. of labourers (approx.)</p> <p>General remarks, if any.</p>	
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APPENDIX – XXXVI (2)
(vide para 64.1.)

Form No. P.1 (b)

FOREST DEPARTMENT, ARUNACHAL PRADESH.
SITUATION MAP.

APPENDIX XXXVI (3)
(vide para 64.1.)

ARUNACHAL PRADESH FOREST DEPARTMENT.
PLANTATION CHART.

Centre Reserve..... Year of Commencement... ..
Range..... Beat..... Type.....

Main Species.....

AREA STATEMENT.

Year	Plot No.	Area Attempted acres.	Area Failed		Net area of success acres	Remarks
			Year of entry	Area Acres		
1.	2.	3.	4.	5.	6.	7.

NOTES:- Col.1. This is the Calendar year of sowing dated the age of the plots.

Col. 2. Usually in the fifth year.

APPENDIX XXXVI (4)

Form No. P.2 (b)

(vide para 64.1.)

ARUNACHAL PRADESH FOREST DEPARTMENT

Centre

Reserve.....

Range.....

Beat.....

Year of Commencement.....

Type.....

Summary of Expenditure and Revenue.

Year	Expenditure						Revenue	
	of the year			From commencement			of the year	Total
	Creation	Upkeep	Total	Creation	Upkeep	Total		
1.	2.	3.	4.	5.	6.	7.	8.	9.

APPENDIX XXXVI (4)

(vide para 64.1.)

ARUNACHAL PRADESH FOREST DEPARTMENT.

ABSTRACT OF WORK DONE.

Series Range	Plot No. Beat	Area, Year of creation	Acres
-----------------	------------------	------------------------------	-------

BRIEF DESCRIPTION:-

Type of Plantation.

Method of formation.

Species.

Quantity of seed.

Number of transplants, etc.

Spacing.

Labour.

Field crops, etc.

Fencing.

APPENDIX XXXVI - (6)

(vide para 64.1)

Form No. P. 2(b)

Centre

Plot No.

Year.

Species	Age	Height growth		Diam/Girth growth	
		Maximum	Average	Maximum	Average
1.	2.	3.	4.	5.	6.

Note:-

In mixed woods the form should be divided to keep date for each species separately.

Height growth will be taken only during the first years until individual stems are large enough for diameter of girth measurements.

The method to be adopted is to take readings at definite intervals down the lines e.g. 40-100 paces, according to the size of the plantation. The maximum is the highest measurement obtained in the process and the average is worked out in the ordinary way.

APPENDIX XXXVI (7)

(VIDE PARA 64.1)

Form No. 2 (c)

Centre..... Plot No..... Area.....

Analysis of costs per acre upto5th year

Free labour converted at Annasper day

Item	Operation	Area	Total cost	Cost per acre	Per centre	Remark
1.	2.	3.	4.	5.	6.	7.

- 1. Clearing.
- 2. Boring.
- 3. Preparation of site.
- 4. Seed collection.
- 5. Sowing.
- 6. 1st year tending.
- 7. 2nd year.
- 8. 3rd year.
- 9. 4th year.
- 10. 5th year.

TOTAL

NOTE:- This form is filed annually when the information become available.

Free labour is converted at the ordinary rate, viz. in Cachar annas 6, unless more is paid in particularly out of the way places. The first real thinning will normally be made in the 5th year and cost will not be included. After the first thinning there will not be little expenditure on the plantation.

APPENDIX XXXVII
F.D. FORM NO. 30 F (vide para 65.1)

Account of arms and ammunition received in and issued
_____ Forest Division

from the office of the
_____ Range.

Description of arms and ammunition	Balance in Store in 19	During the month.							Balance in store on the 19 .
		Number received	Date of receipt	From whom received	Number issued	To whom issued	Number and date of acknowledgment	Date of issue	
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.

Note: (a) Stock in hand to be balanced quarterly.
(b) Ammunition to be used for protection and not for shikar.