

# Bihar Forest Contract Rules

BIHAR

India

## Bihar Forest Contract Rules

### Rule BIHAR-FOREST-CONTRACT-RULES of 1962

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Bihar Forest Contract RulesThe Bihar Forest Contract Rules as published vide Revenue Department Notification is reproduced below:-Preamble. - Whereas it is expedient to frame a comprehensive set of Rules for the guidance of forest officers and forest contractors in making contracts for the sale and purchase of forest produce, and for the protection of the rights of private persons in Government forests the following Rules are framed by the Government of Bihar.Preliminary

#### 1. Short title.

- These Rules may be cited as the "Bihar Forest Contract Rules."

#### 2.

All contracts whereby Government sell forest produce to a purchaser shall be subject to the following Rules, in so far as they are applicable; and these Rules, in so far as they are applicable, shall be deemed to be binding on every forest contractor:Provided that Forest Officer executing a forest contract shall have power to vary these Rules by express provisions in such contract, and where these Rules are in conflict with such an express provision, such express provision shall prevail:Provided that no contracts containing conditions in contravention of these Rules shall be made without previous sanction of the Chief Conservator of Forests, Bihar, in writing.

#### 3. Definition.

- In these Rules:-(a)"Forest Act" means the Indian Forest Act, 1927. The words and expressions used in the Indian Forest Act, 1927, not defined in these Rules shall have the meanings assigned to them therein.(b)"Forest Contract" means a contract whereby Government agrees to sell and the purchaser agrees to buy forest produce.(c)"Forest Contractor" means a person who purchases forest produce under a forest contract.(d)"Contract area" means the area covered by forest contract.Rules Limiting the Materials Purchased under a Forest Contract

#### **4. Forest contractor entitled only to the forest produce so purchased.**

- A forest contractor shall not be entitled to appropriate or use any forest produce other than the forest produce purchased by him under his contract.

#### **5. Forest contractor to respect private rights.**

- A forest contractor shall be bound to respect all rights lawfully vested in private persons. Rules regulating the operations which may be performed under forest contractI-General

#### **6. Accessory licence to forest contracts.**

- The forest contract shall carry with it an accessory licence entitling the forest contractor and his servants and agents to go up on the land specified in the contract and to do all acts necessary, for the proper exploitation, (which term shall include the felling, conversion, collection, extraction, removal, transport and all other acts to be performed in the realisation of the benefit conferred therein) of forest produce purchased under the contract: Provided that such accessory licence shall be deemed to be subject to the conditions and limitations prescribed in these Rules and in the forest contract.

#### **7. Time to be the essence of forest contract.**

- Where, by the terms of any forest contract, it is agreed that the exploitation of the forest products purchased under the contract may be carried out only during a specified period, time shall be deemed to be of essence of such contract, and upon the completion of the specified period the contractor's rights under the contracts shall cease, and any forest produce not removed across the boundaries of the contract area shall become the absolute property of Government unless the period of contract is extended in writing by the authority who executed the contract on behalf of the Government. But extension under no contract can be claimed as a matter of right by the contractor.

#### **8. Security deposit.**

(a) The forest contractor shall make security deposits to be fixed at 10 to 25 per cent of the purchase price at the discretion of the Divisional Forest Officer subject to a minimum of Rs. 100/-. Such Security deposits shall be retained by the Divisional Forest Officer as security for the due observance and performance by the contractor of the Government's agreements contained in the forest contract executed by him and any sum of money which shall become payable by the contractor to the Government of Bihar under any of the conditions of any forest contract may be deducted therefrom by the Divisional Forest Officer. In the event of any such deductions the contractor shall immediately, on demand, pay to the Divisional Forest Officer such sum as shall be required to make up the deposit to its full original amount. Pending the payment of such sum, it shall be lawful for the Divisional Forest Officer, at his discretion to prohibit and suspend all operations covered by the contract and the contractor shall not be entitled to compensation for any loss that may be sustained

by him owing to such prohibition or suspension: Provided always that if the amount deposited as security in respect of any forest contract is at any time or times not sufficient to make good any amount which may become payable to the Government of Bihar-under the terms and conditions of the contract, the Divisional Forest Officer shall be entitled to deduct the balance due to him out of the security moneys deposited by the contractor in respect of other coupes and the contractor shall be bound on demand to deposit forthwith additional moneys as security to make good any amount of licence to Divisional Forest Officer. (b) The bidders whose bids are accepted provisionally by the Divisional Forest officer will immediately on the fall of the hammer, have to sign the necessary bidsheet, agreement and post office security deposit forms and deposit security with the Divisional Forest Officer. No sale of any lot will be considered valid until these conditions have been complied with, and in the event of failure to comply with this the Divisional Forest Officer will have the liberty to quash the sale, resell the produce concerned, and confiscate any security that may be deposited on account of that lot. (c) The amount deposited as security will be sent to the Post Office Savings Bank account opened in the name of the depositor to the pledge of the Divisional Forest Officer.

## **9. Power of Forest Officer to stop extraction of forest's produce.**

(a) Where the consideration payable to Government under a forest contract is payable in instalments and the Divisional Forest Officer or the Range Office in charge of the Range in which the contract area lies at any time before the last instalment is paid, considers that the value of the forest produce removed by the contractor exceeds the amount of the instalments already paid, the Divisional Forest Officer or the said Range Officer as the case may be may stop further removal until the contractor has paid such further sum as may in the opinion of the Divisional Forest Officer be sufficient to cover such excess. Whether the contractor has removed forest produce in excess of the value paid, the decision of the Divisional Forest Officer shall be final. (b) If the contractor fails to remove forest produce equivalent to the value of the instalment paid by him, he shall not be allowed to fell and/or extract it in the mean-time until the next instalment falls due: Provided that the Divisional Forest Officer may in exceptional circumstances and at his discretion extend the date of payment of any of the instalments and allow extraction of forest produce upto the value paid.

## **10. Local agent.**

- The forest contractor shall appoint a local agent who shall be a person approved for the purpose by the Divisional Forest Officer and who shall be permanent resident at the head quarters approved by the Divisional Forest Officer. Such agent must always be available for consultation by any Forest Officer and must be authorised by the contractor to act for him in all matters connected with the contract. He must be capable of understanding all returns to be kept under the contract and of explaining any point in that connection which any forest officer may require information on.

## **11. Unsuitable persons not to be employed.**

- A forest contractor shall not employ, for any purpose, connected with his forest contract any person whom the Divisional Forest Officer may order him not to employ and shall forthwith discontinue the employment of any person objected to by the Divisional Forest Officer as unsuitable

for such employment.

## **12. Inspection of boundaries.**

- The contractor shall make an application in writing to the Divisional Forest Officer concerned for showing his or to his authorised agent the boundary of the contract area. Before commencing any work in the contract area the forest contractor shall sign and submit to the Divisional Forest Officer or the Range Officer concerned a written declaration to the effect that he or/ and his authorised agent has/have been shown the boundaries and limits of the lot covered by the contract by the Range Officer or by a subordinate deputed by him for the purpose and that the area shown to him or/and his authorised agent on the ground agrees with that delineated on the map annexed to the agreement and until such a declaration has been given, the Divisional Forest Officer or the Range Officer may refuse to allow any work to commence and the contractor shall not be entitled to compensation for any loss that may be sustained by him for any delay in commencing work owing to such refusal.

## **13. Permit for removal of forest produce.**

- (i) A Forest contractor shall not remove any forest produce from the contract area unless it is accompanied by a permit signed by the contractor or his authorised agent. (ii) Such permits shall be obtained on payment from the Range Officer. These shall be in triplicate and bound in books. Each book shall bear an identifying number, and the permits in each book shall be numbered serially. (iii) Two copies of the permit shall be given to the person in charge of the produce which is being removed and shall be produced by him when required by any Forest Officer. The third copy shall remain in the permit book as a counterfoil. (iv) Permit books as they become used, or on the completion of the contract all partially used books, will be submitted to the Range in which the contract area lies together with an abstract of the forest produce sold and removed thereunder in such form as the Divisional Forest Officer may direct. (v) Except with the special permission of the Divisional Forest Officer not more than one permit book may be brought into use at one time in each contract area. (vi) Permit books shall at all times be liable to inspection on demand by a Forest Officer. (vii) The issue of permits and the quantity of produce covered by each shall be subject to the general supervision of the Divisional Forest Officer who may pass written orders to regulate the manner in which such permits shall be written up and may vary such regulation. In all cases permits must give a clear description of the produce they cover.

## **14. Extraction along forest roads.**

- (i) The method employed by the forest contractor for extraction of forest produce along forest roads shall be subject to the approval of the Divisional Forest Officer. The forest contractor shall not without the previous permission in writing of the Divisional Forest Officer extract any produce over forest roads between such periods as the Divisional Forest Officer may appoint. At the discretion of the Divisional Forest Officer the forest roads are liable to be closed for plying of vehicles on any rainy days and for three days thereafter during the rest of the year. The Divisional Forest Officer may also close forest roads temporarily for urgent or special repairs, should these in his opinion

become necessary.(ii)The forest contractor shall not extract forest produce by dragging along forest roads.

### **15. Forest produce to be removed by day light.**

- Except with the special permission of the Divisional Forest Officer, a forest contractor shall not remove any forest produce from and do any operation in the contract area after sunset or before sunrise.

### **16. Forest produce to be removed by prescribed route and to be checked at depots.**

- A forest contractor shall not remove any forest produce except by Rules under the Forest Act or by his forest, and shall take all forest produce removed by him to such depots or places as may be similarly prescribed, for check and examination. Except with the special permission from the Divisional Forest Officer or the Range Officer in whose area the check post is situated no forest produce shall pass a check post after sunset or before sunrise.

### **17. Liability of forest contractors for damage.**

- A forest contractor shall be responsible for any damage that may be done in a Government forest by himself or his servants and agents. The compensation for such damage shall be assessed by the Divisional Forest Officer, whose decision shall be binding on the parties. An appeal may lie with the Conservator of Forests.

### **18.**

In the event of the contractor negligently or deliberately felling a tree, which he is entitled to fell under these Rules, in such a direction as to cause any damage to an unsold tree, such damage having been in the opinion of the Forest Officer avoidable by reasonable careful felling, he shall be liable to pay a fine as assessed by the Forest Officer in each case. The payment of such fine shall give the contractor no claim to the trees so damaged.

### **19. Liability of forest contractors in respect of forest offences.**

- A forest contractor and his servants and agents shall at all times abide by and observe all Rules, Regulations and Orders made and issued under the Forest Act. In the event of the contractor or any of his agents or servants becoming aware of the breach by any person or persons whatsoever of the aforesaid Rules, Orders and Regulations of the Forest Department, he shall forthwith report the fact of such breach to the nearest Forest Officer and use his best endeavours to discover the whereabouts of the person or persons concerned in the commission of such breach and render any assistance if so required in arresting such person to the proper authorities and the contractor shall be responsible and liable for all loss or injury and shall pay to the Divisional Forest Officer, on demand, such

compensation as may be assessed by the Divisional Forest Officer for the loss or injury caused to the Government of Bihar by reason of any failure or default by the contractor or any person employed by or acting under his (or with) authority, express or implied, in the observance of this Rule.

## **20. Forest contractor's accounts.**

(a)The forest contractor shall keep accounts of the various kinds of forest produce removed by him from the contract area in such form as the Divisional Forest Officer may prescribe or approve, and such accounts shall be open to inspection at any time by the Divisional Forest Officer or by any subordinate duly authorised in this behalf by the Divisional Forest Officer.(b)The Forest Officer may further, by written order, require the submission, at stated periods of any accounts maintained by the purchaser under this order.II-SpecialSpecial Rules for Standing Trees

## **21.**

(1)A forest contractor who has purchased standing trees shall fell all trees purchased by him under his contract.(2)All felling shall be done with due care and attention in a workmen like manner.(3)All felling must proceed continuously with an even front and from such boundary of the contract area as the Divisional Forest Officer or the Range Officer concerned may order.(4)Unless the Divisional Forest Officer otherwise directs by order in writing, all trees shall be felled as close to the ground as possible at any rate, not above 6" from the ground level, and so as not to injure the bark on the stools:Provided that in all cases where the stem bears Forest Department hammer mark near its base, such bark shall be left intact.(5)The Divisional Forest Officer may stop further felling until the provisions of sub-rules (2), (3) and (4) have been complied with in any section of the contract area.

## **22.**

In the case of coupes to be exploited under Selection or Conversion system the forest contractor shall cut and convert every tree felled in the position or place as nearly as possible where it lay on being felled and shall not remove any log, the produce thereof or cut or sawn materials from the site of its tree stump before: -(1)It has been measured and recorded by the Forest Officer or his duly appointed agent (as to the measurement the forest contractor and the persons so employed by him as aforesaid shall in all respect conform or to the requirement of the Forest Officer or his agent both as to the time and manner of measurement and shall afford all such reasonable assistance and facilities as the Forest Officer or such agent may require.)(2)The tree stump to which it belongs has been numbered and or marked on the cut surface as required by the Forest Officer.(3)The log or the sawn timber has been marked with the Government sale hammer mark in the manner as decided by the Forest Officer.(4)The log or the sawn timber has been marked with the forest contractor's registered property mark in the manner directed by the Forest Officer, and on a blaze other than that used for the imprint of any Government hammer.(5)A pass permit giving a clear description of the produce covered by such pass permit has been given by the purchaser for its removal as laid down in Rule 13.

## **23. Progressive work by Sections.**

- The Divisional Forest Officer may divide the contract area into such number of sections as he may think fit, and shall have power to regulate and continue the operations of the forest contractor with these sections in accordance with the following provisions:- (a) The sections shall be numbered so that sections bearing consecutive numbers shall be adjacent, and the numbers, of the sections shall run progressively, as far as may be, through the contract area. (b) When the forest contractor starts his operations under the contract he shall be allowed to carry out cutting operations in section No. 1 only. But soon as he brings cutting operation in section No. 2 he shall be deemed to have surrendered all his rights to standing trees in section no. 1. When he begins cutting operations in section No. 3 he shall be deemed to have surrendered all his rights to standing trees in section No. 2. And so on throughout the contract area. (2) The Divisional Forest Officer may, by order in writing, permit the forest contractor to cut and carry any specified class of timber in advance of the programme above indicated.

## **24. Property marks.**

- The forest contractor shall register his property mark or trade mark in the office of the Divisional Forest Officer paying Rs. 5/- for registration of the same for one year ending July 31st or Rs. 15/- for three years ending July 31st. Such property or trade mark shall in all cases be subject to the previous approval and acceptance by the Divisional Forest Officer. The forest contractor shall also send to the Divisional Forest Officer specimens of his seal and signature, and also specimens of seal and signatures of all agents or servants authorised by the Divisional Forest Officer to work on behalf of the forest contractor.

## **25. Verification of standard.**

- Before commencing work in any contract area in which standards have been marked for retention, the forest contractor shall submit to the Range Officer incharge of the range, in which the contract area lies, a written declaration to the effect that he is satisfied that the numbers of standards mentioned in the schedule annexed to his agreement is correct. Until such declaration is given, the Divisional Forest Officer or the Range Officer concerned may disallow any work to be started by the contractor and the latter shall not be entitled to any compensation for any loss that may be sustained by him for the delay in the commencement of the work.

## **26. Manufacture of charcoal.**

- Charcoal may not be manufactured by the forest contractor between the 1st February and 30th June except with the written permission of the Divisional Forest Officer and under such conditions and by such method as the Divisional Forest Officer may prescribe.

## **27. Liability of Illicit fellings.**

- The forest contractor shall be responsible for illicit fellings within the contract area or in the vicinity thereof regarding the limits and determination of which the decision of the Divisional Forest Officer would be final and shall pay such compensation as may be assessed by the Divisional Forest Officer in respect thereof.

## **28. Completion report.**

- Final and interim reports on the progress of work in the contract area will be made by an officer deputed for the purpose in the form appended to the Rules. Any faults found with the work at exploitation under the forest contract will be communicated to the contractor direct by the Officer making the report in a carbon copy of the form by registered acknowledgement. If the forest contractor has any objection to the charges made against him the forest contractor or his agent should appear before the Divisional Forest Officer or represent his case in writing within twenty one days of despatch to him of the Form for settlement of the claim. After considering the representation of the forest contractor the Divisional Forest Officer will pass an order in writing, a copy of which will be sent to the forest contractor. Failure to appear or contest the charges will render the contractor liable to full payment of the compensation that may be assessed by the Divisional Forest Officer. Special Rules for Felled Trees

## **29.**

(1)The provision of the Rule shall apply to contracts where the trees have been felled by the forest department or by any agency acting under that department, and these trees only are sold to the forest contractor.(2)The provisions of Rules 21 to 28 shall apply to such contracts as they may be applicable. Special Rules for Bamboo

## **30.**

Unless other Rules are specified in the Schedule annexed to the agreement the following felling Rules shall be followed: -The following cutting Rules laid down by the Chief Conservator of Forests, Bihar in his letter No. 8210 dated the 27th November, 1962 are prescribed:-(a)The lessee shall not cut or damage bamboo clumps of the previous season commonly known as Karils and shall leave behind older, healthy, green clumps equal to the number of Karils:Provided that the total of such older clumps must not be less than in any clumps. The clumps should be worked from inside out.The old clumps should be left mostly on the periphery so as to provide necessary support to the Karils.(b)Excepting the bamboo shoots to be retained under the above Rules, the lessee shall fell all other bamboos in the clumps including damaged, dying and dead bamboos and shall clean the surround of each clumps to a distance of at least three feet (1 metre) as a precaution against fire. If upon completion of work in any given section, it is found that the lessee has left behind any material in the clumps that should have been cut and cleared, or has not touched any clump at all, the same will be cut and cleared departmentally. The yield thereof would be appropriated by Government and



the lessee in addition shall pay all the costs and penalty as assessed by the Divisional Forest Officer.(c)Removal of bamboo roots and extraction of rhizomes are prohibited.(d)The lessee shall cut bamboo just above the second visible node or 12" (30 cm) above the ground level whichever is less. Cutting of bamboo must be done with a sharp axe and in such way that the stump is not split or torn.(e)When a clump is in flower, no bamboo shall be cut from it until after the seeds have fallen, when all the clumps would be cut and removed.(f)In exploiting any clumps, damaged, malformed, dead or dying clumps will be cut first. Straight and healthy clumps will be cut within the number prescribed, only thereafter.(g)No clump containing less than 8 green clumps shall be worked except for the purpose of cleaning the clumps. Clearing shall mean removal of damaged dying or dead clumps and high stumps. No felling is permitted between the 1st July and 15th October.

### **31.**

The provisions of Rules 21, 23, 27 and 28 shall apply to bamboo contractors in so far as may be applicable.Special Rules for Fruit and Flower Bearing Trees

### **32.**

Where forest contract is for the extraction of fruits, flowers or seeds, the forest contractor shall not in any way injure a tree in collection.Special Rules for Kendu Leaves

### **33.**

The forest contractor must pluck leaves by hand and no axe or other instrument shall be used in the process of collection.Special Rules for Sabai Grass

### **34.**

Where a forest contract is for exploitation of Sabai grass, a contractor shall not erect any presses within or adjoining a Government forest without the written permission of the Divisional Forest Officer who shall indicate the places where they may be erected.Rules Regulating the Consequences of a Breach of the Conditions of Forest Contract

## **35. Execution of contracts.**

- Every forest contract shall be in writing in the form annexed thereto and shall contain a provision whereby the forest contractor binds himself to do all the duties and acts required to be done by or under the contract, and covenants that he and his servants and agents shall abstain from all the acts forbidden by or under such contract.

### **36. Suspension of work or determination of contracts.**

(1) If the forest contractor makes default in the payment of the consideration for his contract or of any instalment thereof or commits a breach of any of the conditions of his contract, such contract may without prejudice to any penalties already imposed under these Rules, be determined at any time by the authority who is competent to execute the contract on behalf of the Governor of Bihar. (2) Such determination shall be notified to the forest contractor by notice in writing delivered to him personally or sent to him by registered acknowledgement due post, and thereupon all the contractor's rights under the contract including all accessory licences shall and all the forest produce remaining within the contract area shall become the absolute property of Government. (3) On such determination it shall further be lawful:-(a) to keep all sums already paid by the contractor as consideration or part consideration of forest contract; (b) to recover as arrears of land revenue any part of the consideration which has fallen due and is still unpaid on the date of determination of the contract; (c) to recover any loss or damage which may be sustained by the Governor in consequence of such breach or failure (of the amount of which loss the certificate in writing from the forest officer shall be final and conclusive) shall so far as the same is not covered by the amount of security deposit to be paid by the forest contractor on demand and if not so paid shall be recoverable as a public demand and any fine or compensation which may be assessed under the terms of the contract; (d) to forfeit the security deposit of the contractor. (4) Pending adjustment of the failure or breach and/or termination of the contract it shall further be lawful for the Divisional Forest Officer at his discretion and without prejudice to any penalty already imposed under these Rules to suspend all operations in the said lot for a period not exceeding one month. If the failure or breach by the purchaser is not adjusted within one month of the suspension of his work then the Conservator of Forests of the Circle concerned shall have full power to suspend all operations in the lot for such time as the Conservator of Forests may consider necessary pending adjustment of the failure or breach and/or termination of the contract. (5) Nothing in this clause shall prejudice the right of the Governor of Bihar to institute legal proceedings against the forest contractor in respect of any breach of any of the covenants and agreements on his part or shall absolve the forest contractor from liability to a criminal prosecution under the provisions of the Indian Forest Act in respect of any breach by him or by his agents or workmen or any of the Rules and Regulations for the time being in force of the Forest Department, Bihar.

### **37. Appeal against suspension of work or determination of contract.**

(1) The forest contractor may within one month from the date of order prefer an appeal to the State Government or the Chief Conservator of Forests, Bihar or to the Conservator of Forests as the case may be, against an order of suspension. The order suspending work or terminating the contract shall be in force unless modified by the Competent Authority. (2) In the event of the forest contractor appealing to the appropriate authority against any orders of the Chief Conservator of Forests, Bihar, the Conservator of Forest, the Divisional Forest Officer respectively suspending work or terminating the contract, should, the orders suspending work or terminating the contract not be upheld by the appellate authority, no claim by the forest contractor to compensation for wrongful suspension or termination of his contract shall lie against the Government or personally against any officer. The orders of the Appellant Authority shall be final by binding on both parties. (3) No such order or any

order passed by the Appellate Authority shall be called in question in any Civil Court.

### **38. Penalty for breach of conditions.**

(1)Where the forest contractor commits a breach of any of the conditions of this contract, the Divisional Forest Officer shall assess the compensation payable on account of such breach. Any amount assessed as compensation shall be recovered from the contractors security deposit unless paid in cash within 16 days of the issue of the orders assessing the compensation.

### **39. Rules regarding release of security deposits.**

- On the termination of a forest contract by efflux of time the security deposit, or such portion thereof shall remain to the credit of the forest contractor after deducting therefrom any amount or amounts which may have been appropriated or may have been ordered to be recovered by the Divisional Forest Officer under the foregoing Rules shall be returned to the forest contractor not later than four months after the date of the termination of the contract provided that if within the aforesaid period of four months any breach of any of the terms of the contract be discovered then the amount of penalty or compensation as may be assessed by the Divisional Forest Officer for such breach shall be deducted from the security money in deposit and only the balance after such deduction shall be returned.

### **40. Government not responsible for losses in certain circumstances.**

(1)A forest contractor shall not be entitled to any compensation whatsoever for any loss that may be sustained by reasons of fire, tempest, disease, pest, flood, drought or other natural calamity or by reason of any wrongful act committed by any third party or by reason of the unsoundness or breakage of any forest produce purchased under his contract.(2)Further, a forest contractor shall not be entitled to compensation for any loss sustained by him through any operations undertaken in the interest of fire conservancy.(3)The forest contractor shall not be entitled to claim any reduction or refund etc. of the sums payable or paid by him under his contract on the ground that roads provided by the Forest Department or any other department are insufficient or in bad order or remain closed under any special order or that the quantity of produce falls short of any quantity specified in the schedule annexed to the contract or in the sale notice or that the area differs in any way from that indicated in the schedule attached to the contract.

### **41.**

In the event of fire from whatever cause breaking out in the forest division, if called upon to do so by any Forest Officer, the contractor or/and his agents, servants, employees, present in any of the forests in the division shall at once, on becoming aware of it, proceed to the place and do their best to extinguish the fire.

## **42. Payment of Depot Rent.**

- The forest contractor shall pay rent for any Government forest land used by him outside the contractor area at such rates as may be decided by the Divisional Forest Officer.

## **43.**

Every sum due from a contractor to the Governor under these Rules whether as rent, royalty, compensation or otherwise shall be recoverable as provided in Sections 82, 83 and 85 of the Indian Forest Act, 1927.

## **44. Assignments of forest contract.**

- All forest produce removed from a contract area in accordance with these Rules shall be the absolute property of the forest contractor. A forest contractor may assign any forest produce not removed, but such assignment shall not be valid unless it is made with the previous sanction in writing of the authority who executed the contract, who shall have power to refuse the sanction without assigning any reasons thereof.

## **45. Arbitration.**

- In the event of any dispute or question arising whether during the continuance of or after the termination of the period covered by a forest contract with regard to these Rules or to the conditions of the agreement, or of any part or provision thereof, the decisions of the Chief Conservator of Forest, Bihar upon the matter of such dispute or question shall be final and binding.

## **46. Power to black-list contractor.**

- The Chief Conservator of Forests, Bihar may blacklist any forest contractor from bidding or offering tender in any forest contract, due to his past conduct. The Divisional Forest Officer may also debar any forest contractor from offering to bid or tender for any forest contract for reasons to be stated in writing in advance. Forest Contract Agreement From An agreement for the sale and purchase of forest produce made this day of.....20.....between the Governor of Bihar (which term shall include his successors in office), of the one part and .....son of.....resident of.....hereinafter called the forest contractor (which term shall include his heirs, executors, representatives and permitted agent), of the other part, by it is agreed as follows. Kind and Situation of Forest Produce Sold

**1. The forest produce sold and purchased under this agreement, hereinafter referred to as the said forest produce, specified in Schedule II below and is in the area indicated in Schedule I, hereinafter referred to as the contract area.**

Quantity of Forest Produce Sold

**2. The quantity of forest produce sold and purchased under this agreement the said forest produce, which may now exist or may come into existence in the contract area which the forest contractor may remove from the said areas, in accordance with the terms of this agreement, during the period from the.....day of 20.....to the day of.....20, both days inclusive and it is hereby agreed the said forest produce may be extracted by the forest contractor only during the aforesaid period.**

Consideration

**3. The details of the consideration payable by the contractor under this agreement are specified in Schedule III below. All payments on account of dues from forest contractor shall be made into Government Treasury or Sub-Treasury and the Treasury Challan should be sent at once after each payment to the Divisional Forest Officer, Division.**

Routes and Depots

**4. The routes by which the said forest produce may be removed from the contract area and the depots at which it shall be presented for examination are specified in Schedule IV below.**

**5. That the provisions of the Bihar Forest Contract Rules notified in No.....dated.....and published in the Bihar Gazette dated.....and that of general and special conditions of sale will form a part of contract and parties hereto are bound by the provisions of these Rules and conditions mentioned above so far these are applicable to the contract.**

**6. The forest contractor hereby binds himself to perform all acts and duties required and to abstain himself and his servants and agents from performing any act forbidden by or under the Indian Forest Act, 1927, but the General and Special conditions of sale and Rules; by this agreement and to pledge a security for the due performance and, observance by him of the terms of the agreement the sum of Rs. deposited in favour of the Divisional Forest Officer, Division.**

## Schedule 1

Working Circle

Felling Series

Compartment No. Coupe No.

Lot No. Area (approximate)

As delineated in the sketch map annexed hereto. (In the case of minor forest produce lease covering large areas description of the areas only should be given).

### II

The forest produce sold and purchased under this agreement consists of:-(a)Forest produce which may be exploited under this agreement from lots under Selection or Conversion System:All trees marked and or numbered serially with two blazes one at the base of the tree and one about 4'/5' from ground level with a hammer or the facsimile shown in the margin. The approximate number of trees and their girth at 4'/6' from the ground level are indicated in list attached.(b)Forest produce which may be exploited under this agreement from lot under Coppice\* with standard system:-All trees, which expression shall be deemed to include woody shrubs and climbers and or (unless specially exempted) bamboos other than:-SalPiasalPandhantotalling in all which have been specially reserved as standards and numbered and marked with rings of tar, paints or other means, one ring being at breast height and the other around the base of the tree on or near the level of the root-collar. A list of standards so reserved is attached to this agreement.\* Coppice : Means an area of woodland in which the trees or shrubs are periodically cut back to ground level to stimulate growth and provide wood.

### III

Details of the consideration payable by the contractor under this agreement are given below:-The amount of consideration Rs. .... (in words) to be paid in the following instalments.

### IV

(a)Rs. ... to paid on or before the 15th January, 20.....(b)Rs. ... to paid on or before the 15th March, 20.....(c)Rs. ... to paid on or before the 15th May, 20.....The forest produce sold and purchased under this agreement may be removed from the said area by the following routes, viz.And shall be presented for examination at one or other of the following check posts, viz.The cost of the stamp on this agreement shall be borne by the Governor.In witness of the above agreement and of the Schedules annexed thereto, the ..... and the forest contractor have set their signature below.

Witness.Designation and address Signed on behalf of the Governor of Bihar.

Witness.Designation and address Signed Forest Contractor.

Completion or Interim Report of felling and extraction in section No. ....of Coupe No. ....of 20.....and on satisfactory working of the Agreement executed in its

connection. Date of completion of agreement.....I, .....Ranger/Dy.  
Ranger/Forester hereby certify that I have made a final/interim inspection of  
section.....No. of coupe No..... on ..... 20.....I have found the following  
faults with the work:

**1. (number of) trees marked/unmarked due to be felled by contractor but are left unfelled. (See reverse of form).**

**2. (a) Unmarked trees are damaged by felling of marked trees; Particulars are given in form on the reverse.**

(b) Trees reserved as standards of which trees are felled by the contractor or otherwise damaged and missing, particulars are given overleaf. (c) Trees have been felled which are not marked for felling. Particulars are given overleaf.

**3. Other faults in felling and cleaning, e.g. conditions of standards or other felling of which is prohibited, leaving of high stumps in timber and bamboo coupes, overfelling of bamboo clumps, etc.**

**4. I have further to report the following breaches of the conditions of the agreement.**

**5. The cost of rectifying the faults found above will be roughly:**

Under 1 Rs.

Under 2(a) Rs.

Under 2(c) Rs.

Under 3 Rs.

Under 4 Rs.

These amounts may be recovered from the contractor's security deposit or such steps may be taken by the Divisional Forest Officer as he sees fit. The work of the contractor generally has been good/bad. I am definitely of the opinion that the security deposit of the contractor should be released/not be released. N.B. - Under clause 18 of the standard agreement this form should be completed and the security deposit released within 4 months of the date of determination of the agreement.

**1. The following marked/unmarked trees which should have been felled are still standing (See item I overleaf): -**

No. Sl. No. in marking list Species Diameter or girth

Approximately acres/or trees of the copies coupe have not been felled 2 (a) Vide item 2 (a) overleaf.  
Damage to unmarked trees:-

No.	Species	Diameter or girth	Damaged by tree number	Class of damage
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## 2. (b) Vide item 2 (b) overleaf. Damage or loss to standards.

Sl. No.	Standard number	Species	Diameter or girth	Nature of damage
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Abe

ValueRs. P.

Standards removed by contractor (at treble royalty rates).

Standards avoidable damaged (at double royalty rates).

Standards unavoidable damaged (as decided by Divisional Forest Officer.)

## 2. (c) Vide item 2(c) overleaf. Unmarked trees felled which should not have been felled.

Number	Species	Diameter or girth
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General Conditions of Sale of the right to Exploit Timber and other Forest Produce in the Forest Department of Bihar

**1. The right to take the contract for exploiting forest produce in the lots advertised for sale in the sale notice will be offered for sale and will be granted to the bidder whose bid is accepted by the Divisional Forest Officer and ratified by competent authorities where necessary. Where the bid is beyond the final acceptance of the Divisional Forest Officer it will be subject to confirmation and no sale shall be considered valid until such confirmation has been obtained. The authorities reserve the right to accept or reject any bid or cancel the sale subsequently without assigning reason thereof. The successful bidder shall remain bound by his bid until orders are passed by Competent Authority.**

**2. The Divisional Forest Officer reserves to himself the right to advance, postpone or cancel the auction of any lots shown in the list of timber and other forest produce, to sell lots in any order, to combine and subdivide them as he may think fit.**



- 3. The Divisional Forest Officer shall have power to refuse the bid of any bidder absolutely, and without giving any reason thereof. The Divisional Forest Officer shall not be bound to accept the highest or any bid, and he shall have power to accept any bid notwithstanding the readiness of other bidders to pay a higher figure.**
- 4. The Divisional Forest Officer reserves the right to refuse permission to any body to bid at the auction without giving any reason whatsoever.**
- 5. Except with the written permission of the Divisional Forest Officer, no person from whom any money is due to Government on account of or under any forest contract shall be permitted to bid at the auction.**
- 6. Subject to the control of the competent authority, the Divisional Forest Officer may fix a reserve price of each sale lot, and may withdraw any sale lot from auction if the reserved price is not bid.**
- 7. Intending bidders should attend the auction with slips typed or in manuscript indicating their names, father's names and permanent as well as local address as this will facilitate drawing up of agreements.**
- 8. No person shall bid for another unless he produces the original (Registered) Power of attorney authorising him to bid accompanied with a letter addressed to the Divisional Forest Officer by the executant permitting the attorney to bid on the strength of the power of attorney. Where the bidder is a corporate body the person bidding on behalf of such corporate body shall have full power given to him by registered document authorising him to bid.**

No body shall be permitted to bid on behalf of a Firm unless the Firm is registered under the provisions of the Indian Partnership Act. When the partner of a Registered Firm bids on behalf of the Firm, he should have full authority to bid on behalf of the Firm. All registered documents mentioned above authorising one to bid for others shall be deposited with the Divisional Forest Officer concerned before the bid commences.

- 9. Intending bidders should attend the auction provided with adequate funds for the deposit of security. Bidders who do not wish to carry large sums of money on them at the auction may arrange through the Divisional Forest Officer to deposit sums in advance in the treasury. The receipted treasury**

**challan will be accepted at the auction as cash.**

**10. In the case of a bidder who has deposited money in the treasury and has produced treasury receipted challans is unsuccessful in his provisionally accepted bid is subsequently refused or not ratified the same treasury receipted challan will be returned to him duly endorsed by the Divisional Forest Officer for refund of the amount.**

**11. Bidder whose bids are accepted provisionally by the Divisional Forest Officer will immediately at the fall of the hammer have to sign the necessary bid sheet, agreement, and post office security deposit forms and, deposit with the**

Divisional Forest Officer, as security 10%, 25%.....of the sale price as laid down in condition (12) below. No sale of any lot will be considered valid until these conditions have been complied with and in the event of failure to comply with this, the Divisional Forest Officer will be at liberty to quash the sale, resell the produce concerned and confiscate the security that may be deposited on account of that lot.

**12. Security will be demanded as follows -**

(a) The minimum will be Rs. 100/- for any lot. (b) 25 per cent of purchase price from contractors against whom certificate case have been instituted or against whom adverse report of serious nature was received within last three years. (c) 15 to 25 per cent of the purchase price in cases of all old contractors buying bamboo coupes. (d) 23 to 25 per cent of the purchase price from all new contractors. (e) Minimum of 10 per cent of the purchase price from old contractors buying timber coupes. (f) 25 per cent of the purchase price in the case of all Kendu leaf lots.

**13. The total sale value of the lot sold must be paid in accordance with the instruments, and, on the dates fixed as follows: -**

(a) for timber, bamboo, etc., (except Kendu leaves) (i) Sale values upto Rs. 500/- and will be realised in cash at the fall of the hammer. (ii) Sale values between Rs. 500/- Rs. 1000/- will be paid in one instalment within 20 days from the date of intimating confirmation of sale. (iii) When the sale value is above Rs. 1000/- but does not exceed Rs. 3000/- in instalment - 60 per cent of the purchase price to be paid within 20 day of intimating confirmation of sale, 2nd instalment - 40 per cent on or before the 15th January, 20. (iv) When the sale value is above Rs. 3000/- but does not exceed Rs. 10,000/- 1st instalment 50 per cent within 20 days of intimating confirmation of sale; 2nd instalment - 30 per cent on or before the 15th January 20; 3rd instalment - 20 per cent on or before the 15th March, 20. (v) When the sale value is above Rs. 10,000/- but does not exceed Rs. 20,000/- 1st instalment - 35 per cent within 20 days of intimating confirmation of sale; 2nd instalment 35 per cent on or before the 15th January 20, 3rd instalment - 30 per cent on or before the

15th March, 20.(vi)When the sale value is above Rs. 20,000/- 1st instalment - 30 per cent within 20 days from the date of intimating confirmation of sale; 2nd instalment - 25 percent on or before the 15th January, 20; 3rd instalment 25 percent on or before the 15th March 20; 4th instalment - 20 per cent on or before the 15th March, 20.

**14. All money should be paid into a Government Treasury. At the time of remitting money into the treasury duplicate challan should be presented and the copy of the challan returned by the treasury to the remitter in token of receipt, should be presented to the Divisional Forest Officer immediately.**

(b)In case of Kendu leaf lots-(A)1st instalment-(B)2nd instalment-

**15. The number, sizes, species and soundness of trees and bamboos and the area of the \*coppice coupes mentioned in the list annexed have been prepared as accurately and carefully as possible, but the Divisional Forest Officer does not vouch for their absolute accuracy. Intending bidders are expected to see for themselves the lots advertised for sale before the bid at the auction and the Range Officer concerned and his subordinates will give them every facility for doing so. The successful bidder will not, therefore be allowed to claim subsequently any rebate or concession or to withdraw from his offer on the ground that the actual number, sizes, species or quality of trees or the area of the coppice\* coupe lots falls short of those advertised for sale or includes unsound, hollow, dry, unproductive or unmarkable trees.**

\* Coppice : means an area of woodland in which the trees or shrubs are periodically cut back to ground level to stimulate growth and provide wood.

**16. It should be carefully noted that there are no sale of lots with a guaranteed out turn.**

**17. The forest contractor shall, immediately after acceptance of his bid, furnish in writing to the Divisional Forest Officer, the postal address to which any communication intended for him may be sent. Any change of address shall also likewise be communicated by him to that officer. Any communication sent at that address under a certificate of posting or by a registered post shall be deemed to have duly reached the contractor.**

**18. For the purposes of extraction if it becomes necessary for the contractor to construct any road he may be permitted to do so at his own cost and on alignment approved by the Divisional Forest Officer. The purchaser shall have no right over the road so constructed other than the right of use during the period of lease. The contractor shall maintain the road in proper condition failing which he will not be permitted to ply trucks until the road has been brought to proper condition.**

**19. No purchaser may interfere with the work of any other purchaser, and he shall not interfere with the transport of others produce even if such be across his own lot or along a road, constructed by himself neither shall he prevent from constructing a road across his lot or coupe. Any dispute between purchaser on this or allied matters should be referred to the Divisional Forest Officer whose decision on the points will be final and binding on the parties.**

**20. A certified copy of the registered hammer mark as intialled by the Divisional Forest Officer, be produced so that they might be identified.**

**21. The successful bidder will be required to deposit in the local treasury an amount as advance, of local cess calculated at half an anna in the rupee on 25 per cent of the amount successfully bid for a coupe, and to produce the receipted treasury challan in support of the deposit having been made. On failure of the coupe purchaser to produce the challan as required, the Forest Officer will refuse permission to allow the successful bidder to commence work in the coupe concerned.**

**22. Coupe lessees must give seven days clear notice in writing to the Coupe Overseer, or where Coupe Overseer is not appointed, to the Beat Officer or Range Officer, asking that timber in his coupe may be marked with Government sale hammer. Until so marked no timber in any case will be removed from the site of the stump concerned. The Government Sale Hammer mark will not be placed, on any timber if it is taken away from the coupe without contractors property mark. Stump will also marked with Government hammer.**

Timber is broadly defined as any piece of wood which is for use or is commonly used for purposes other than burning as fire-wood, Within this definition Coupe Overseers or Beat Officer will exercise

their discretion as to what is and what is not timber. In doubtful cases the Divisional Forest Officer's decision will be final and binding.

**23. (a) A purchaser will at all times during the currency of his lease keep the outer boundary lines of his coupe and the inner section lines free of all growth up to 4" diameter b. h. and 6" diameter b.h. respectively. Failure to do this will be considered a breach of the agreement and the Divisional Forest Officer may at his discretion have such clearance made at the Purchasers' expenses and deduct such amount from his security deposit. Furthermore, the coupe purchaser is strictly impressed upon to save his coupe from fire and in furtherance of this he should keep the outer boundaries and section lines properly fire-traced during the period of January, to June. In this respect it will make him liable under the Rules to protect the forest from fire. The amount of penalty for breach of this Rule will be at discretion of the Divisional Forest Officer and such amount of penalty together with such amount as the Divisional Forest Officer thinks necessary to carry out such operations by his own staff may be deducted from the security deposit of the purchaser.**

(b) Burning of boundary lines and of forest areas may be undertaken departmentally at any time. The Department will not be responsible, if such fire spreads and damages forest produce harvested or un-harvested either inside or outside the forest areas.

**24. The purchasers will not be permitted to fell or girdle any tree standing in Jahiras (Sacred Groves) or any tree standing by the road side.**

**25. Coupe purchasers who use motor trucks or lorries for the extraction of forest produce must observe the Rules in force and obtain written permission of the Divisional Forest Officer to ply such motor trucks or lorries before commencing to use the roads maintained by the Forest Department. Failure to observe these Rules or to obtain the required permission will entitle the Divisional Forest Officer to seize the produce being carried in such motor trucks or lorries.**

**26. In the event of acceptance of his bid by the Forest Department, the purchaser must pay up the first instalment within twenty days of receipt of notice of acceptance and must commence exploitation latest by the 14th November. If he fails to commence exploitation within stipulated period the**

agreement will deem to have been automatically determined and the Forest Officer will have the right and title and liberty to take possession of the coupe or lot and to dispose it of in the manner he thinks fit or to exploit the same departmentally and receive and appropriate the sale proceeds as Government revenue. Further, the purchaser shall forfeit his security deposit and all his rights under the agreement executed by him and any loss or damage which may be sustained by Government in consequence of such failure or breach shall, so far as the same is not covered by the amount; of the said security deposit be paid by the purchaser on demand and if not so paid shall be recoverable as a public demand.

27. Extention of time, as a matter of Rule, will not be granted. The Divisional Forest Officer may however grant extension at his own discretion. Coupe purchasers needing extension should submit their petitions in the prescribed form in triplicate to the Divisional Forest Officer well in advance, at least six weeks before the expiry of the agreement if no reply is received by the purchaser from Divisional Forest Officer before the expiry of the period of the agreement granting any extension, he must take that his application has been rejected.

28. As provided in Forest Contract Rule 24 the purchaser shall be deemed to have completed his work in each section of the coupe leased to him as soon as his work passes from that section into the next and the final report for each section shall be submitted as soon as the purchaser's work has progressed to the next section in order of working. When a final report has been submitted for any section and the prescribed period for contesting and settling the claim as prescribed in Rule 24 has been allowed to the purchaser, the Forest Officer may if he wishes so to do order the purchaser to correct faults found in the working in that section to his entire satisfaction within a period of 10 days from the date of his order. In the event of purchaser failing to correct the fault to the satisfaction of the Forest Officer as prescribed, the Forest Officer shall be at liberty to complete the work of correcting the fault in that section to his satisfaction and recover the cost from the security deposit of the purchaser under the terms of the Forest Contract Rules, or if the security deposit is found insufficient to meet the entire cost then so much of the said cost and charges as cannot be met from the security deposit shall be recovered as an arrear of land revenue.

**29. The act of bidding shall be deemed to be completed and unreserved acceptance of these conditions.**