

CHAPTER: 1

DELEGATION OF POWERS

1. REVISED DELEGATION OF POWERS BY THE BOARD OF DIRECTORS TO THE MANAGING DIRECTOR

The powers herein are delegated to the Managing Director under powers vested in the Board under “Article” 91(19) and Articles 93 (1) specifically and by other Articles and Indian Companies Act generally and the Managing Director is empowered to sub delegate the powers delegated to him to other officers of the Company either wholly or in part as may be deemed necessary by him, provided that such sub delegation shall be reported to the Board.

PART – I: GENERAL LIMITATIONS

The delegation of power herein is subject to:-

1. Provisions of Indian Companies Act, Memorandum of Association and Articles of Association of the Company.
2. The general policy as may be laid down by the Board from time to time.
3. Observance of canons of financial propriety viz (i) the expenditure should not be prima-facie more than the occasion demands (ii) the officer exercising the power is expected to exercise the same vigilance in respect of expenditures as a person of ordinary prudence would exercise in respect of his own money, (iii) none should exercise the power of sanctioning expenditure to pass an order which will be directly or indirectly related to his own advantage, (iv) the funds should not be utilized for the benefit of a particular person or section of the community unless (a) the amount of expenditure involved is insignificant (b) a claim for the amount could be enforced by the recipient in a Court of Law, or (c) the expenditure is in pursuance of a recognized policy or custom.
4. Provision made for the specific purpose in the approved budget.
5. Relevant laws and agreements as also the general policy of the Government and
6. without conflict to and not over riding the specific powers that has been or may be vested in the various officers by the Government under the Indian Forest Act, and such other legislations.

Sr. No.	Nature of Power	Extent to which delegated
1	2	3
Part II : ESTABLISHMENT		
1	Creation of new posts upto and including grade of Range Forest Officer	Full powers (Amended vide order no. ADM/EST/ 1199, Dt.8/6/2007)
2	Appointment	Full powers in respect of all posts subject to (1) recruitment rules,(2)prescribed procedure (3) Govt. orders in respect of reservations for specific categories. (Amended vide order no. CSL/BM-169/2005, Dt. 22.07.2014.)
3	Posting and Transfers	Full powers
4	Granting longer period of joining time than admissible within the maximum of 30 days in cases of transfer	Full powers
5	To permit charge being made over elsewhere than at head quarter	Full powers
6	To permit Officers or staff to visit places in India outside Company's sphere of activities.	Full powers
7	To decide or approve head quarter and sphere of duty of all officers and staff	Full powers
8	To sponsor/nominate officials of the Company for conference/ seminar/ training programme in India	Full powers (Amended vide order no. .CSL/BM-169/2005, Dt. 22.7.2014)
*8a	To sponsor conference / seminar / training / workshop etc. within the organization.	*Full powers *(Amended vide order no. ADL/EST/4049, Dt. 13.11.1997)
9	To grant leave other than special disability leave.	Full powers
10	To sanction special pay for holding additional charge of current duties of another post.	Full powers (Amended vide order no. CSL/BM-169/2005 , Dt. 22.07.2014)

Sr. No.	Nature of Power	Extent to which delegated
1	2	3
11	Promotions to posts i) Upto and including *DM 's grade ii) Above * DM 's grade	Full powers Upto a period of 3 months. <i>*(Amended vide order no. BM-124/ADM, Dt. 26.09.2003)</i>
12	To impose punishment as per service rules. i) Upto and including *DM's grade ii) Above * DM's grade	Full powers Only minor punishment <i>*(Amended vide order no. BM-124/ADM, Dt. 26.09.2003)</i>
13	To be controlling officer for himself in respect of i. Passing Pay and T.A. Bills ii. Casual Leave iii. Visit to places outside State	Full power Full powers Full powers
14	Fixation of pay on promotion	Full powers as per rules
15	To fix installment for recovery of over payment or dues	Full powers
16	To write off advances or any other amounts paid to an employee.	Full powers upto Rs. 20,000/- in each case in respect of advances or other amount paid within his powers when the amount has been paid in good faith and recovery is either not possible or when it would cause undue hardship to the employee or his/her legal successors. <i>(Amended vide order no. CSL/BM-169/2005, Dt. 22.07.2014)</i>
17	Grant of honorarium to employees	Full powers upto Rs. 10,000/- in each case <i>(Amended vide order no. ADM/EST/ 1199, Dt. 8/6/2007)</i>
18	Acceptance of resignation	Full powers in respect of officer/staff for whom he is appointing authority.

Sr. No.	Nature of Power	Extent to which delegated
1	2	3
19	Termination of service of employees in accordance with terms of employment	Full powers in respect of whom he is appointing authority.
20	Payment to employees arising out of statute/specific enactments and other Government orders applicable to the Company.	Full powers
Part III : ADMINISTRATION		
21	To accord technical sanction for – i) Road excluding bridges ii) Bridges <i>and culverts</i> iii) Building as per approved type plan iv) Building without type plan v) Wells and tanks ³ including ancillary items vi) Sanitary fittings vii) Electrical installations viii) Fencing ix) Other civil and engineering works ³ such as anicuts, water holes.	Full powers ² Full powers Full powers ³ Upto Rs 5.00 crores ³ Full powers ¹ Full powers ³ Full powers ³ Full powers ³ Full powers ¹ (Amended vide order no. ADM/EST/ 4049, Dt.13/11/1997) ² (Amended vide order no. ADM/EST/ 1199, Dt.8/6/2007) ³ (Amended vide order no. CSL/BM-169/2005, Dt. 22.07.2014)
22	To accord administrative approval in respect of items under 21 above.	Same extent as under 21 above.
23	i) Acceptance of tender ii) *To sanction excess over approved estimates including deviations	Full powers in respect of administratively approved works. Full powers upto 20% of approved estimates *(Amended vide order no.CSL/BM-169/2005, Dt. 22.07.2014)

Sr. No.	Nature of Power	Extent to which delegated
1	2	3
24	To appropriate provisions for contingencies in estimates of work to new items not provided in estimates.	Full powers
25	Write off of stores, tools, plant, vehicle, livestock, timber and other stock as per book value.	Upto Rs. 5,00,000/- in each case. (Amended vide order no.CSL/BM-169/2005, Dt. 22.07.2014)
26	Repairs to cycle, typewriters, office equipments, *(including computer and its accessories and appliances) electrical installations and other fittings and fixtures.	Full powers *(Amended vide order no.CSL/BM-169/2005, Dt. 22.07.2014)
27	Hiring of residential, office and other accommodation including depot lands and open space.	Full powers subject to the reasonableness of the rent being certified by the Executive Engineer of Public Works and Housing Department.
28 a	i)*Incurring expenditure on maintenance, upkeep and repairs works of buildings including temporary interior decoration, partition in owned or hired buildings. ii)*Incurring expenditure on maintenance, up keep and repairs work of roads.	*Full powers. *Full powers. *(Amended vide order no CSL/BM-169/2005, Dt.22.7.2014.)
28 b	*Incurring expenditure on maintenance, up keep and repairs of plant and machinery, store, tools, implements including vehicles & other items of fixed assets. a) Running expenses. b) Repair including labour cost and spares. c) Other spares including tyres and tubes	Full Powers Full Powers Full Powers *(Amended vide order no . ADM/EST/4049, Dt. 13.11.1997)

Sr. No.	Nature of Power	Extent to which delegated
1	2	3
29 a	To write off, dismantle and sell whole or in part of temporary building and structures as per book value in each case.	Full powers
29 b	To write off, dismantle and sell whole or in part of permanent / semi permanent building and structures *(as per book value in each case).	Full powers upto Rs. 50,000/- <i>*(Amended vide order no .CSL/BM-169/2005, Dt. 22.07.2014)</i>
30	Refund of excess receipt or amounts received bonafide but not entitled to	Full powers
31	Appropriation and re - appropriation of funds provided for under detailed heads.	Full powers
32	Write off of irrecoverable work advances.	Rs. 1,000/- in each case.
33	Write off of all kinds of irrecoverable revenue	Rs. 25,000/- in each case to be reported to the Board. <i>(Amended vide order no CSL/BM-169/2005, Dt. 22.07.2014)</i>
34	To award works for which fees are payable	Upto a fee of Rs. 5,00,000/- <i>(Amended vide order no CSL/BM-169/2005, Dt. 22.07.2014)</i>
35	Purchase of books, publications, including subscription to periodicals, news papers for office use	Full powers
36	a) Purchase of stationary, stores, forms, office appliances and printing b) *Provision of computer, consumables such as floppy, discs, compact discs, printer ribbons, cartridges (including refilling) and ancillary articles.	*Full powers *Full powers <i>*(Amended vide order no .CSL/BM-169/2005, Dt. 22.07.2014)</i>

Sr. No.	Nature of Power	Extent to which delegated
1	2	3
37	Payment of wharfage, demurrage etc.	Rs. 20,000/- and powers to pay actuals beyond Rs.20,000/- to avoid further increase but subject to report to the Board. (Amended vide order no .CSL/BM-169/2005, Dt. 22.07.2014)
38	To sanction office and residential telephone	Full powers.
39	Advertisement and publicity charges	Full powers (Amended vide order no. CSL/BM-169/2005, Dt. 22.07.2014)
40	To issue notices to persons to vacate land, houses or other precincts and premises belonging to the Company	Full powers to be exercised, if necessary, in consultation with Company's Legal Adviser.
41	Forfeiture of earnest money/security deposits.	Full powers according to terms of tender/contracts.
42	To declare stores, machinery, live stock and vehicles as obsolete/ unrequired/ unserviceable or scrap	Full powers (Amended vide order no. ADM/EST/ 1199, Dt.8/6/2007)
43	Disposal of obsolete and / or unserviceable items, materials and scraps.	Full powers
44	To hire out /*of plant and machinery, premises, buildings and vehicles and to fix charge thereof	Full powers *(Amended vide order no. CSL/BM-69/2005, Dt.22.07.2014)
45	To institute, conduct and defend any legal proceedings by or against the Company or its officers in connection with the affairs of the Company	Full powers

Sr. No.	Nature of Power	Extent to which delegated
1	2	3
46	Registration under the Central And State Sales Tax Act and other Acts under which it is obligatory on the Company to register as an undertaking employer or in any other capacity	Full powers
47	Expenditure on staff welfare	Full powers
48	Power to execute lease deeds, contract deeds, agreements, instrument and assurances of property and other documents which do not require the common seal of the Company to be affixed.	Full powers
49	To make and give receipts and release money payable to the Company and for claims or demands of the Company	Full powers
50	To give rewards to employees for outstanding and meritorious works	Upto Rs. 25,000/- in each case. (Amended vide order no. .CSL/BM-169/2005, Dt. 22.07.2014)
51	To decide upon additional, local and special holidays.	Full powers in addition to holidays, declared by Govt. under Negotiable Instruments Act by State Govt. or local authorities in case of any emergency if in the opinion of the Managing Director it is necessary or desirable to declare such holidays, or under any other circumstances/ grounds as may be considered fit by him. (Amended vide order no. ADM/EST/ 1199, Dt.8.6.2007)
52	To invest sums as share capital or seed money in co-operative societies, consumer stores etc, set up for the benefit of the Company's employees.	Upto Rs. 25,000/- in each case. (Amended vide order no..CSL/BM-169/2005, Dt. 22.07.2014)

Sr. No.	Nature of Power	Extent to which delegated
1	2	3
53	To invest sums in Govt. securities, such as National Defence Certificate, National Saving Certificate, Postal Saving Certificates etc. where such investment is required to be made as a condition for a particular act or thing to be done by the Company.	Full powers upto the limit prescribed or required.
54	*Expenditure on legal expenses including inter-alia pleader fees, professional fees, legal & professional consultancy charges, statutory levies like Court fee, stamp duty etc.	* Full powers *(Amended vide order no. CSL-BM-127/1760, Dt. 13.7.2004)
55	Grant of rewards to village officers and other persons not being Company employees who assist in extinguishing forest fires or furnish information leading to the detection of cause of forest fires.	Rs. 5000/- in each case. (Amended vide order no. CSL/BM-169/2005, Dt. 22.07.2014)
56	Grant of rewards to persons contributing to detection of a case compounded under Section 68 of Indian Forest Act, 1927	Rs. 5000/- in each case or sum realized whichever is less (Amended vide order no. ADM/EST/ 1199, Dt.8/6/2007)
57	Grant of rewards in forest offences when the punishment consists of imprisonment only or imprisonment coupled with fine and confiscation	a) Upto Rs. 5000/-* when punishment consists of imprisonment only b) When imprisonment is coupled with fine and confiscation, rewards upto the same limit as under (a) plus half the proceeds of the fine and confiscation *(Amended vide order no. ADM/EST/ 1199, Dt.8/6/2007)

Sr. No.	Nature of Power	Extent to which delegated
1	2	3
58	To sanction distribution of rewards out of the proceeds of fine and confiscation under Indian Forest Act, 1927 to informers and detectors of forest offences when more than one person are concerned.	Full powers
59	Payment of all claims decreed by Court of Law or authority constituted under any Law.	Full powers subject to report to the Board.
60	<p>a) *Ex-gratia payments to dependants of deceased employees who died in harness</p> <p>b) *Ex-gratia payments to dependants of deceased labourer who died while actually working or to the labourer who receives grievous injuries while at Company's work.</p>	<p><i>*Upto Rs. 2,00,000/- in each case</i></p> <p><i>*Upto Rs. 2,50,000/- in each case of death and upto Rs.50,000/- to meet expenses of medical treatment in case of injury in each case.</i></p> <p><i>*(Amended vide No.CSL/BM-169/2005,Dt. 22.07.2014)</i></p>
61	Payment for utility services like telephone, telegram, electricity and power etc.	Full powers
62	Research and Development and expenses on promotional activities.	<p><i>Upto Rs. 2,00,000/- in each case</i></p> <p><i>(Amended vide order no.CSL/BM-169/2005, Dt. 22.07.2014)</i></p>

Sr. No.	Nature of Power	Extent to which delegated
1	2	3
PART V: SALE		
67	<p>i) Sale of Company's produce by auction or tender</p> <p>ii) Annual lease by auction or tender</p> <p>iii) *Sale of compost, seeds, plants, seedlings / stumps, bud grafts, clonal plants or any kind of Nursery product of different tree species, ⁺(bamboos with or without value addition, Musali or other medicinal species) produced by the company, in any manner other than those specified in clauses (i) and (ii) above and to fix and sanction selling rates / sales prices for wholesale or retail sales, to decide the terms and conditions of such sales which may include provisions for credit, discount, commission or any margin on trade.</p> <p>iv) *Sale of firewood, poles, bamboo and small timber to Ashram Schools / Hostels under the control of Govt. in Tribal Development Corporation, Zilla Parishad and Other</p>	<p>Full powers provided commitment does not exceed 2 years.</p> <p>Full powers provided commitment does not exceed 2 years.</p> <p>*Full powers</p> <p>*Full powers</p>

	Govt. Departments subject to condition that such Ashram Schools / Hostel shall not resale the same and to fix selling rates / sale prices thereof and also to fix depot wise scheduled selling rates for such supplies.	* (Amended vide order no. CSL/BM-103/2429, Dt. 13.8.1998) + (Amended vide order no. CSL/BM-112/3137, Dt. 19.10.2000)
68	Sale by negotiation	Upto Rs. 10,000/- .But full powers in respect of sale to Forest Department subject to report to the Board. Sales above Rs. 10,000/- other than to Forest Department as per procedure laid down.
69	i) Acceptance of tenders for sale ii) Execution of contracts	Full powers Full powers (Amended vide order no. CSL/BM-169/2005, Dt. 22.07.2014)
70	Sanctioning upset prices	Full powers
71	Revision of contract rates	Upto 20% of the agreed rates.
72	Levy of penal charges like penal interest, ground rent, damages etc.	Full powers
PART VI : W.F.P. MATTERS		
73	Sanction of labour welfare schemes from W.F.P. savings (provided that the schemes are within the frame work sanctioned by the Board of Directors/W.F.P. New Delhi and provisions are available for the same.) i) Non-recurrent ii) Recurrent	<i>Repealed</i> (Amended vide order no. ADM/EST/ 1199, Dt.8/6/2007)
Sr. No.	Nature of Power	Extent to which delegated
1	2	3

PART VII: TURN-KEY PLANTATIONS		
74	To explore, undertake and accord technical and administrative approval to the Afforestation / Plantation Proposals/Projects on Turn-key basis and to execute contract deeds, agreements for that purpose, which do not require the common seal of the Company to be affixed	Full powers <i>(Amended vide order no. . CSL/BM-56/ 1421, Dt.23.9.1987)</i>
PART VIII: ECO – TOURISM		
75	*Repairs, maintenance, upkeep, alteration and improvement etc. of rest houses under Eco –tourism project.	Full powers <i>*(Amended vide order no. .CSL/BM-169/2005, Dt. 22.07.2014)</i>

2) SUB-DELEGATION OF POWERS TO SUB ORDINATE OFFICERS

REVISED POWERS SUB-DELEGATED BY MANAGING DIRECTOR TO CHIEF GENERAL MANAGERS, GENERAL MANAGERS, REGIONAL MANAGERS AND DIVISIONAL MANAGERS OTHER THAN THOSE WORKING IN MANAGING DIRECTOR'S OFFICE VIDE ORDER No. ADM/ESTT./404/4679, Dt. 16/02/2015 and . ADM/ESTT-3/3076, Dt. 07/08/2015

PREAMBLE:

Consequent on revision of powers delegated to the Managing Director, at the 171 Board Meeting held on 18/12/2014, revision of the present sub delegation of powers by Managing Director to the Chief General Managers, General Managers ,Regional Manager, and Divisional Managers has been considered necessary and therefore, revised powers as detailed below have been sub-delegated by the Managing Director to the Chief General Managers, General Managers , Regional Manager and Divisional Managers, other than those working in Managing Director's Office, in super session of the powers sub delegated earlier.

PART I: GENERAL LIMITATIONS

The Sub- delegation of power herein is subject to:-

1. Provisions of Indian Companies Act, Memorandum of Association and Articles of Association of the Company.
2. The general policy as may be laid down by the Board from time to time.
3. Observance of cannons of financial propriety viz (i) the expenditure should not be prima-facie more than the occasion demands (ii) the officer exercising the power is expected to exercise the same vigilance in respect of expenditures as a person of ordinary prudence would exercise in respect of his own money, (iii) none should exercise the power of sanctioning expenditure to pass an order which will be directly or indirectly related to his own advantage. (iv) the funds should not be utilized for the benefit of a particular person or section of the community unless (a) the amount of expenditure involved is insignificant (b) a claim for the amount could be enforced by the recipient in a Court of Law, or (c) the expenditure is in pursuance of a recognized policy or custom.
4. Provision made for the specific purpose in the approved budget.
5. Relevant laws and agreements as also the general policy of the Government and
6. Without conflict to and not over riding the specific powers that have been or may be vested in the various officers by the Government under the Indian Forest Act, and such other legislations.

Sr. No.	Sr. No. Of M.D's power	Nature of Power	Extent to which delegated	
			Chief General Manager /General Manager (Regional) / Regional Manager	Divisional Manager
1	2	3	6	7
PART II : ESTABLISHMENT				
1	2	Appointments	Appointing authority (Amended vide order no. ADM/ Estt/404/4679, Dt. 16.02.2015)	Appointing authority (Amended vide order no.ADM/ Estt/404/4679, Dt. 16.02.2015)
2	3	Posting and Transfers	Full powers in respect of posts upto and including the grade of Accounts Assistant and Forester. (Power not subdelegate to Chief General Manager)	---
3	4	Granting longer period of joining time than admissible within the maximum of 30 days in case of transfer	Full powers in respect of employees under his control (Power not subdelegate to Chief General Manager)	Full powers in respect of employees under his control
4	5	To permit charge being made over elsewhere than at head quarter.	Full powers in respect of employees under his control.	Full powers in respect of employees under his control.
5	6	To permit Officers or staff to visit places in India outside Company's sphere of activities	Full powers	Full powers
6	7	To decide or approve head quarter and sphere of duty of all officers and staff	Full powers (Power not subdelegate to Chief General Manager)	Full powers
7	8	To sponsor/nominate officials of the Company	Upto Rs 25,000/- to his subordinate	----

Sr. No.	Sr. No. Of M.D's power	Nature of Power	Extent to which delegated	
			Chief General Manager /General Manager (Regional) / Regional Manager	Divisional Manager
		for conference/ seminar/ training programme in India	Amended vide order no. ADM/Estt/404/4679, Dt. 16.02.2015	
8	9	To grant leave other than special disability leave.	Full powers * GM (Hq) : Full powers upto and including the level of Accountant and equivalent cadres. (Field as well as ministerial) *(Amended vide order no. ADM/ ESTT/PWR/6199, Dt. 17.03.1999)	Full powers in respect of posts upto and including the grade of RFO
9	10	To sanction special pay for holding additional charge of current duties of another post.	Appointing authority (Amended vide letter No.ADM/ Estt/404/4679, Dt. 16.02.2015) GM (Hq) : Full powers upto and including the level of Accountant and equivalent cadres. (Field as well as ministerial) (Amended vide order no. ADM/ ESTT/404/PWR/6199, Dt. 17.03.1999)	----
10	11	Promotions to posts	Full powers upto and including the grade of Forester and Account Assistant. (Power not subdelegate to Chief General Manager)	-----
11	12	To impose punishment as per Service Rules.	Full powers upto and including the grade of RFO	Full powers upto and including the grade of Forester and minor punishment in respect of the grades of Acctt. Asstt. and RFO.

Sr. No.	Sr. No. Of M.D's power	Nature of Power	Extent to which delegated	
			Chief General Manager /General Manager (Regional) / Regional Manager	Divisional Manager
12	13	To be controlling Officer for himself. 1) Passing Pay and T.A.bills 2) Casual leave 3) Visit to places outside State for official purpose.	Full powers – (Power not subdelegate to CGM) Full powers - (Power not subdelegate to CGM) Full powers - (Power not subdelegate to CGM)	Full powers only in respect of passing pay.
13	14	Fixation of pay on promotion	Full powers as per Rules. *GM (Hq) : Full powers upto and including the level of Accountant and equivalent cadres. (Field as well as ministerial) *(Amended vide order no. ADM/ ESTT/PWR/6199,Dt. 17.03.1999)	Full powers as per Rules.
14	15	To fix installment for recovery of over payment or dues.	Full powers *GM (Hq) : Full powers upto and including the level of Accountant and equivalent cadres. (Field as well as ministerial) *(Amended vide order no. ADM/ ESTT/PWR/6199,Dt. 17.03.1999)	Full powers
15	16	*To write off advances or any other amounts paid to an employee.	*Upto Rs. 10,000/- in each case. *(Amended vide order no.ADM/ Estt/404/4679, Dt. 16.02.2015)	*Upto Rs. 5,000/- in each case. *(Amended vide order no.ADM/Estt/404/4679, Dt. 16.02.2015)
16	17	Grant of honorarium to employees.	Upto Rs.500/- in each case.	Upto Rs.250/- in each case.

Sr. No.	Sr. No. Of M.D's power	Nature of Power	Extent to which delegated	
			Chief General Manager /General Manager (Regional) / Regional Manager	Divisional Manager
17	18	Acceptance of resignation	Full powers in respect of whom he is appointing authority.	Full powers in respect of whom he is appointing authority.
18	19	Termination of service of employees in accordance with terms of employment	Full powers in respect of whom he is appointing authority.	Full powers in respect of whom he is appointing authority.
19	20	Payment to employees arising out of statute / specific enactments and other Government orders applicable to the Company.	Full powers *[including GM (H.qr)] *(Amended vide order no.ADM/ Estt-3/PWR/191/4173, Dt. 5.2.2011)	Full powers
PART III : ADMINISTRATION				
20	21	To accord technical sanction for i) Road excluding bridges. ii) Bridges & culverts iii) Building as per approved type plan iv) Building without type plan v) Wells and tanks including ancillary items vi) Sanitary fittings	Full powers- (Power not subdelegate to CGM) Rs.1,40,000/- (Power not subdelegate to CGM) Full powers (Power not subdelegate to CGM) Upto Rs.5,00,000/* in each case Upto Rs.5,00,000/* in each case Rs.70,000/- (Power not subdelegate to CGM)	Rs.50,000/- Rs.25,000/- Full powers Upto Rs.1,00,000/-* in each case UptoRs1,00,000/-* in each case Rs.10,000/-

Sr. No.	Sr. No. Of M.D's power	Nature of Power	Extent to which delegated	
			Chief General Manager /General Manager (Regional) / Regional Manager	Divisional Manager
		<p>vii) Electrical installations</p> <p>viii) Fencing</p> <p>ix) Other civil and engineering works such as anicuts, water holes</p>	<p>Upto Rs. 2,00,000/-* in each case</p> <p>Rs. 5,00,000/- * in each case (Power not subdelegate to CGM)</p> <p>Rs. 5,00,000/- * in each case (Power not subdelegate to CGM)</p> <p>* (Amended vide order no.ADM/ Estt/404/4679, Dt 16.02.2015) and (Amended vide order no.ADM/ Estt/3076, Dt 7.08.2015)</p>	<p>Upto Rs. 50,000/*- in each case</p> <p>Rs. 50,000/*- in each case</p> <p>Rs. 50,000/*- in each case</p> <p>*(Amended vide order no.ADM/Estt/404/4679, Dt.16.02.2015)</p>
21	22	To accord administrative approval in respect of items under 21 above	Same extent as under 21 above.	-----
22	23	<p>i) Acceptance of tender</p> <p>ii) To sanction excess over approved estimates including deviations.</p>	<p>To the extent of his powers of administrative approval subject to order No. RM/2970, Dt. 9.11.1977.</p> <p>Upto 20% of approved estimates (Amended vide order no.ADM/ Estt/404/4679, Dt 16.02.2015)</p>	<p>To the extent of his powers of administrative approval subject to order No. RM/2970, Dt. 9.11.1977.</p> <p>Upto 20% of approved estimates (Amended vide order no.ADM/ Estt/404/4679, Dt 16.02.2015)</p>
23	24	To appropriate provisions for contingencies in estimates of works to new items not provided in estimates.	Full powers within his power of administrative approval	Full powers within his power of administrative approval

Sr. No.	Sr. No. Of M.D's power	Nature of Power	Extent to which delegated	
			Chief General Manager /General Manager (Regional) / Regional Manager	Divisional Manager
24	25	Write off of stores, tools plants, vehicle, live stock, timber and other stocks as per book value.	Rs.2,00,000/- in each case GM (Hq.): ¹ Rs. 10,000/- in each case subject to certification that responsibility could not be fixed on any subordinates etc. ¹ (Amended vide order no. ADM/ Estt-3/PWR/191/4173, Dt.5.2.2011) ² (Amended vide order no.ADM/ Estt/404/4679, Dt. 16.02.2015)	Rs.1,00,000/- in each case. (Amended vide order No. ADM/Estt/404/4679, Dt.16.02.2015)
25	26	Repairs to cycles, typewriters, office equipments including computer and its accessories and appliances, electrical installations and other fittings and fixtures.	Full powers (Amended vide order no..ADM/ Estt/404/4679, Dt. 16.02.2015) GM (Hq.): Full powers (Amended vide order no. ADM/ Estt-3/PWR/191/4173, Dt.5.2.2011)	Full powers (Amended vide order no. ADM/ Estt/404/4679, Dt. 16.02.2015)
26	27	Hiring of residential, building office & other accommodation including depot lands and open space	*CGM : Rs.15,000/- per month in each case subject to the reasonableness of the rent being certified by the Executive Engineer of Public Works and Housing Department and admissibility of floor space. G.M./ R.M : Rs.1,500/- per month in each case subject to the reasonableness of the rent being certified by the Executive Engineer of Public Works and Housing Department and admissibility	Rs. 500/- per month in each case subject to the reasonableness of the rent being certified by the Executive Engineer of Public Works & Housing Department and admissibility of floor space.

Sr. No.	Sr. No. Of M.D's power	Nature of Power	Extent to which delegated	
			Chief General Manager /General Manager (Regional) / Regional Manager	Divisional Manager
			of floor space. *Amended vide order no. ADM/ Estt-3/PWR/191/3034, Dt. 5.10.2011	
27	28a	i) Incurring expenditure on maintenance, upkeep and repairs of buildings including temporary interior decoration, partition in owned or hired buildings.	Upto Rs.2,00,000/-* in each case	Upto Rs. 25,000/-* in each case.
	28b	ii) Incurring expenditure on maintenance, upkeep and repairs works of roads. Incurring expenditure on maintenance, up keep and repairs of plant and machinery, store, tools, implements including vehicles & other items of fixed assets a) Running expenses. b) Repair including labour cost and spares.	Upto Rs.2,00,000/- *in each case *(Amended vide order no.ADM/ Estt/404/4679, Dt. 16.02.2015) ¹ Full powers ² [including GM(Hq)] ¹ Full powers ² [including GM(Hq)]	Upto Rs. 25,000/-* in each case * (Amended vide order no. ADM/ Estt/404/4679, Dt. 16.02.2015) Full powers Rs.5,000/- each per year. Special powers to D.M. Ballarshahah Depot. i) Truck: Rs30,000/-per truck per year ii)Tractor : 20,000/-per tractor per year. iii)Jeep : Rs.10,000/-per

Sr. No.	Sr. No. Of M.D's power	Nature of Power	Extent to which delegated	
			Chief General Manager /General Manager (Regional) / Regional Manager	Divisional Manager
		c) Other spares including tyres and tubes.	¹ Full powers ² [including GM(H.qr)] ¹ (Amended vide order no. ADM/EST/4049, Dt. 13.11.1997) ² (Amended vide order no. ADM/Estt-3/PWR/191/4173, Dt. 5.2.2011)	jeep per year. Rs. 12,000/-per year on purchase of spares not covered by Regional Purchase Committee or urgently required under intimation to G.M. Special powers to D.M. Ballarshah Depot. Actual cost after prescribed run. Minimum run is prescribed as follows :- i) New tyres – 32,000 kms. ii) Retreaded tyres – 15,000 kms. Retreading of tyres will become due after the minimum run. A tyre failing (requiring removal and fitment of a new tyre or requiring retreading) before a run of 16,000 km shall be deemed to have failed prematurely. All the causes contributing to premature failure of a tyre must be recorded in the vehicle log book and examined by the D.M. himself before sanctioning replacement / retreading. The replacement / retreading cost shall not in any case save for a certified premature failure, exceed

Sr. No.	Sr. No. Of M.D's power	Nature of Power	Extent to which delegated	
			Chief General Manager /General Manager (Regional) / Regional Manager	Divisional Manager
				per kilometer tyre, tube-flaps cost as enhanced by the increase in the prices of tyres over the corresponding units cost of previous year. (Amended vide order no. ADM/EST/4049, Dt.13.11.1997)
29	30	Refund of excess receipt or amounts received bona-fide but not entitled to.	Full powers	Full powers
30	31	Appropriation and re-appropriation of funds provided for under detailed heads.	Full powers	---
	32	Write off of all kinds of irrecoverable works advances.	Rs. 1,000/- in each case. (Power not subdelegate to CGM)	Rs. 1,00/- in each case.
31	35	Purchase of books, publications, including subscription to periodical, news papers for office use.	Full powers [Including G.M(H.qr)] (Amended vide order no.ADM/ Estt.-3/PWR/191/4173, Dt. 5.2.2011)	Full powers subject to limit of Rs. 1000/- during accounting year of the Company
32	36	a) Purchase of stationary stores, forms, office appliances & printing b) Provision of computers, consumables such as floppy, discs, compact disc, printer ribbon, cartridges (including refilling) and ancillary articles	Upto Rs 1,00,000/- GM (Hq.) Full Power within budget provision Upto Rs 2,00,000/- GM (Hq.) Rs. 5000/- per computer per year within budget provision ¹ (Amended vide order no. ADM/ Estt-3/PWR/191/4173, Dt. 5.2.2011) ² (Amended vide order no.ADM/ Estt/404/4679, Dt. 16.02.2015)	*Upto Rs. 25,000/- *Upto Rs. 25,000/- *(Amended vide order no.ADM/ Estt/404/4679 , Dt.16.02.2015)

Sr. No.	Sr. No. Of M.D's power	Nature of Power	Extent to which delegated	
			Chief General Manager /General Manager (Regional) / Regional Manager	Divisional Manager
33	39	Advertisement and publicity charges	² Upto Rs 1,00,000/- GM(H.qr): ¹ Full Powers subject to budget provision ¹ (Amended vide order No.ADM/ Estt-3/PWR/191/4173, Dt. 5.02.2011) ² (Amended vide order no.ADM/ Estt/404/4679,Dt. 16.02.2015)	Upto Rs 50,000/- (Amended vide order no. ADM/ Estt/404/4679, Dt. 16.02.2015)
34	40	To issue notices to persons to vacate land houses or other precincts and premises belonging to the Company	Full powers to be exercised, if necessary in consultation with Company's Legal Adviser.	Full powers to be exercised, if necessary in consultation with Company's Legal Adviser.
35	41	Forfeiture of earnest money/security deposits.	Full powers according to the terms of tender/contract *[Including G.M(H.qr)] *(Amended vide order no. ADM/ Estt-3/PWR/191/4173, Dt. 5.2.2011)	Full powers according to the terms of tender/contract.
36	42	To declare stores machinery, live stock and vehicles as obsolete / unserviceable or scrap	CGM : Full powers upto Rs. 20,000/- as per book value for each case. G.M./ R.M. : Full powers upto Rs. 10,000/- as per book value for each case *[Including G.M(H.qr)] *(Amended vide order no. ADM/ Estt-3/PWR/191/4173, Dt. 5.2.2011)	Full powers upto Rs. 5,000/- as per book value for each case.
37	43	Disposal of obsolete and or unserviceable items, materials and scraps.	Full powers subject to prescribed procedure *[Including G.M(H.qr)] *(Amended vide order no. ADM/	Full powers subject to prescribed procedure

Sr. No.	Sr. No. Of M.D's power	Nature of Power	Extent to which delegated	
			Chief General Manager /General Manager (Regional) / Regional Manager	Divisional Manager
			Estt-3/PWR/191/4173, Dt. 5.2.2011)	
38	44	To hire out / off plant and machinery, premises buildings and vehicles and to fix charges thereof	Upto Rs 50,000/- (Amended vide order no.ADM/ Estt/404/4679, Dt. 16.02.2015)	Upto Rs 25,000/- (Amended vide order no ADM/ Estt/404/4679, Dt. 16.02.2015)
39	45	To institute, conduct and defend any legal proceedings by or against the Company or its officers in connection with the affairs of the Company	Full powers	---
40	46	Registration under the Central and State Sales Tax Act and other Acts under which it is obligatory on the Company to register as an undertaking, employer or in any other capacity	Full powers	Full powers
41	47	Expenditure on staff welfare	Full powers	Rs.200/- in each case of an accident.

Sr. No.	Sr. No. Of M.D's power	Nature of Power	Extent to which delegated	
			Chief General Manager /General Manager (Regional) / Regional Manager	Divisional Manager
42	48	Power to execute lease deeds, contract deeds, agreements, instrument and assurances of property and other documents which do not require the common seal of the Company to be affixed.	Upto Rs.20,00,000/-	Upto Rs. 5,00,000/-
43	49	To make and give receipts and release money payable to the Company and for claims or demands of the Company	Full powers *[Including G.M(H.qr)] *(Amended vide order no. ADM/ Estt-3/PWR/191/4173, Dt. 5.2.2011)	Full powers
44	50	*To give rewards to employees for outstanding and meritorious works	*Upto Rs 10,000/- in each case *(Amended vide order no.ADM/ Estt/404/4679, Dt. 16.02.2015)	*Upto Rs 5,000/- in each case *(Amended vide order no.ADM/ Estt/404/4679, Dt. 16.02.2015)
45	51	To decide upon additional local and special holidays.	Full powers in addition to holidays, declared by Govt. under Negotiable Instruments Act by State Govt. or local authorities in case of any emergency if in the opinion of GM(Regional) and RM, it is necessary or desirable to declare such holidays, or under any other circumstances/ grounds as may be considered fit by him (Power not subdelegate to CGM)	----

Sr. No.	Sr. No. Of M.D's power	Nature of Power	Extent to which delegated	
			Chief General Manager /General Manager (Regional) / Regional Manager	Divisional Manager
	53	To invest sums in Govt. securities, such as National Defence Certificate, National Saving Certificate, Postal Saving Certificates etc. where such investment is required to be made as a condition for a particular act or thing to be done by the Company.	Full powers upto the limit prescribed or required.	----
46	54	Expenditure on legal expenses including inter-alia pleader's fees, professional fees, legal & professional consultation charges.	Rs. 5,000/- excluding the prescribed statutory levies like court fee, stamp duty etc. in each case. (Amended vide order no. ADM/Estt./4049, Dt.13.11.1997) GM(H.qr): Rs.5000/- in each case in addition to the statutory levies such as court fee, stamp duty etc. (Amended vide order no. ADM/Estt.-3/PWR/191/4143, Dt.5.2.2011)	Rs.1,000/- excluding the prescribed statutory levies like court fee, stamp duty etc. in each case. (Amended vide order no. ADM/Estt./4049, Dt.13.11.1997)
47	55	Grant of rewards to village officers and other persons not being Company employees who assist in extinguishing forest fires or furnish information leading to the detection of cause of forest fires	Upto Rs 2,500/- in each case (Amended vide order no.ADM/ Estt/404/4679, Dt. 16.02.2015)	Upto Rs 1,000/- in each case (Amended vide order no. ADM/ Estt/404/4679, Dt.16.02.2015)
48	56	Grant of rewards to persons contributing to detection of a case compounded under Section 68 of Indian	CGM : Upto Rs. 5,000/- per annum or sum realized whichever is less, in each case. Amended vide order no.	Rs.100/- or the sum realized whichever is less, in each case.

Sr. No.	Sr. No. Of M.D's power	Nature of Power	Extent to which delegated	
			Chief General Manager /General Manager (Regional) / Regional Manager	Divisional Manager
		Forest Act 1927	(ADM/Estt.-3/PWR/191/3034, Dt.5. 10.2011) G.M. / R.M.: Rs.100/- or sum realized whichever is less, in each case.	
49	57	Grant of rewards in forest offences when the punishment consists of imprisonment only or imprisonment coupled with fine and confiscation	CGM : a) Upto Rs.5000/- per annum when punishment consists of imprisonment only b) When imprisonment is coupled with fine and confiscation rewards upto the same limit as under (a) plus half the proceeds of the fine and confiscation (Amended vide order no.ADM/ Estt-3/PWR/191/3034, Dt. 5.10.2011) G.M./R.M.: a)Upto Rs.200/- when punishment consists of imprisonment only b) When imprisonment is coupled with fine and confiscation rewards upto the same limit as under (a) plus half the proceeds of the fine and confiscation	----
50	58	To sanction distribution of rewards out of the proceeds of fine and confiscation under Indian Forest Act, 1927 to informers and detectors of forest offences when more than one person are concerned.	Full powers	---

Sr. No.	Sr. No. Of M.D's power	Nature of Power	Extent to which delegated	
			Chief General Manager /General Manager (Regional) / Regional Manager	Divisional Manager
51	59	Payment of all claims decreed by Court of Law or authority constituted under any law.	Full powers subject to report to M.D. for reporting to Board.	Full powers subject to report to G.M. &M.D. for reporting to Board.
52	61	Payment for utility services like telephone, telegram ,electricity and power etc.	Full powers [including GM(H.qr)]	Full powers
53	62	*Research and development and expenses on promotional activities	*Upto Rs 50,000/- in each case *(Amended vide order no.ADM/ Estt/404/4679, Dt. 16.02.2015)	----
54	63	i) Expenditure on revenue items of contingent nature not specially provided for ii) Filing fees for statutory return iii) Miscellaneous expenses	² Upto Rs 12,500/- in each case GM (H.qr.): ¹ Rs.2,500/- per year ² Full powers. GM(H.qr.) : ¹ Full powers ² Upto Rs 25,000/- GM(H.qr.): ¹ Upto RS.1,000/- in each case 1(Amended vide order no.ADM/ Estt-3/PWR/191/4173, Dt.5.2.2011) ² (Amended vide order no.ADM/ Estt/404/4679, Dt. 16.02.2015)	----- ----- -----
55	64	Payment of rates and taxes levied by local authorities.	Full powers	Full powers

Sr. No.	Sr. No. Of M.D's power	Nature of Power	Extent to which delegated	
			Chief General Manager /General Manager (Regional) / Regional Manager	Divisional Manager
PART IV: CAPITAL EXPENDITURE				
56	65	Purchase of plant and machinery, tools, equipments, furniture, live stock including air conditioners, coolers and room heater, projector, camera, computer, laptop, wireless batteries etc.	<p>CGM: ²Upto Rs.2,00,000/- in each case.</p> <p>GM (H.qr.) ¹Upto Rs.10,000/- in each case to sanction certain items such as stores, tools, plants etc.</p> <p>G.M./ R.M. : Upto Rs.2,00,000/- in each case subject to budget provision</p> <p>¹(Amended vide letter no.ADM/ Estt-3/PWR/191/4173, Dt. 5.2.2011)</p> <p>²(Amended vide order no.ADM/ Estt-3/PWR/191/3034, Dt. 5.10.2011)</p>	Upto Rs.5,000/- per annum in respect of all tools and equipments other than those governed by Regional Purchase Committee.
PART IV A : REVENUE EXPENDITURE OTHER THAN INCLUDED IN PART III ADMINISTRATION				
57	66	Expenditure on forestry works including regeneration and SMC works	Full powers Amended vide order no.ADM/ Estt/404/4679, Dt. 16.02.2015	---
PART V : SALE				
58	67	<p>i) Sale of Company's produce by auction or tender</p> <p>ii) Annual lease by auction or tender</p>	---	---
			Full powers provided commitment does not exceed 2 years	<p>Full powers upto Rs.1,00,000/- for sale by auction or tender by adhering to the following Conditions:</p> <p>1) Upset price for selling should be sanctioned by the competent authority.</p> <p>2) Sale price should not be</p>

Sr. No.	Sr. No. Of M.D's power	Nature of Power	Extent to which delegated	
			Chief General Manager /General Manager (Regional) / Regional Manager	Divisional Manager
				more or less by 10% of the upset price. If sale price is more or less by 10% then it should be got sanctioned by the authority who has fixed the upset price. Such conditions should be taken at the time of auction itself from the competent authority or if not possible should be got ex post facto.
	69	i) Acceptance of tender for sale ii) Execution of contract	Full Power (Power not delegate to CGM) Full Power (Power not delegate to CGM) (Amended vide order no.ADM/ Estt-3/3076, Dt. 07.08.2015)	Rs. 1,00,000/- in each case Full Power
59	70	Sanctioning the upset prices.	Full powers	Upto Rs. 25,000/-
60	71	Revision of contract rates	Upto 20% of the agreed rate	-----
61	72	Levy of penal charges like penal interest, ground rent, damages etc.	Full powers	-----
PART – VI : WFP Matters				
	73	Sanction of labour welfare schemes from W.F.P. savings (provided that the schemes are within the frame work sanctioned by the Board of Directors/W.F.P. New	<i>Repealed</i>	

Sr. No.	Sr. No. Of M.D's power	Nature of Power	Extent to which delegated	
			Chief General Manager /General Manager (Regional) / Regional Manager	Divisional Manager
		Delhi and provisions are available for the same.) iii) Non-recurrent iv) Recurrent	(Amended vide order no. ADM/EST/ 1199, Dt.8/6/2007)	
PART – VII : TURN KEY PROJECT				
62	74	To explore, undertake and accord technical and administrative approval to the Afforestation / Plantation proposals/Projects on Turn-key basis and to execute contract deeds, agreements for that purpose, which do not require the common seal of the Company to be affixed	Upto the project cost of Rs 50,00,000/- for each project subject to the directives / orders / guidelines / instructions etc issued by the Managing Director. (Amended vide order no RM/AFN/Turnkey/1787 , Dt. 4.7.1998)	----
PART – VIII : ECO TOURISM				
63	*75	Repairs, maintenance, upkeep alteration and improvements etc. of rest house under Eco tourism projects	*Upto Rs 2,00,000/- in each case *(Amended vide order no.ADM/ Estt/404/4679,Dt. 16.02.2015)	*Upto Rs 25,000/- in each case *(Amended vide order no.ADM/ Estt/404/4679, Dt. 16.02.2015)

3) Grant Of Leave-Delegation Of Powers

No. EST/LVE/2042

Dated the 22nd December 1975

CIRCULAR

Sub : Grant of Leave-Delegation of Powers.

Ref : This office Circular No. LVE/153/794 dated 18th December, 1974.

In exercise of the powers vested in him under Rule 2 sub Rule (ii) of the employees leave Rules, the undersigned is pleased to sub-delegate to General Manager, *Regional Manager, and Divisional Managers of the Company the power to grant leave including encashment of leave to the subordinates noted against them.

***Regional Manager**

- 1) Assistant Manager
- 2) Pay and Accounts Officer
- 3) Assistant Pay and Accounts Officer.
- 4) Other Sub ordinates working under him

Divisional Manager:

- 1) Range Forest Officer.
- 2) Forester
- 3) Forest Guard
- 4) Accountant
- 5) Account Assistant
- 6) Clerk
- 7) Peon etc
- 8) Any other sub ordinates working under him.

The earned leave of CGM's, GM's, RM & DM's shall be sanctioned by MD.

*Post of Regional Manager upgraded to the post of General Manager vide GR no.

IFS5006/1273/CR-189 part-1/F-7 dt.16.6.2011

CHAPTER: 2

ORGANISATIONAL SETUP OF FDCM LTD.

1) ORGANISATIONAL SET UP IN MANAGING DIRECTOR'S OFFICE

Read : 1) Vide order no. ADM/.Estt/2029, Dt. 20.10.1976

2) Vide order no. ADM/.Estt/3453/885, Dt. 31.05.2010

(i) The organizational set up in the Managing Director Office is amended and the distribution of functions is as given below.

(ii) The organisational chart of the Managing Director's office, is attached .There are eight sections in the Head Office as under:

1. Medicinal Plants Conservation & Development (MP)
2. Planning(PLN)
3. Administration (ADM)
4. Finance and Accounts (FA)
5. Company Secretarial and Legal (CS and L)
6. Audit (ADT)
7. Plantation Inventory Unit (PIU)
8. Eco-Tourism (Eco)

(iii) The functions and responsibilities of these Sections are, as under:

A. Medicinal Plants Conservation & Development (MP)

(Officer Incharge – Chief General Manager (Medicinal Plants)

Govt. in Revenue and Forest Department vide its Govt. Resolution no. FDM/CR 55/F-2 dt. 26-2-2010 has accorded its approval to establish an independent Medicinal Plants Conservation and Development Branch in the Forest Development Corporation of Maharashtra Ltd. for execution of medicinal plants related activities. As per Govt. Resolution the mandate of the Medicinal Plants branch include in-situ conservation and development of medicinal plants, ex-situ cultivation & conservation of medicinal plants, establishment of medicinal plants nurseries, establishment of herbal gardens, survey and assessment of raw material, standardization of scientific harvesting technique & collection & primary processing of raw material, to facilitate buyer and sellers meet, establishment of modern laboratories and training centre, marketing and export of medicinal plants products, etc with view to ensure sustainable conservation and use of medicinal plants resource in Maharashtra state etc.

B. Planning (PLN)

(Officer incharge – Chief General Manager (Planning))

All aspects relating to macro and micro planning of areas leased to FDCM Ltd. for Management.Preparation and revision of Management Plan of area of Forest Project Divisions of

FDCM Ltd. Recoveries of pending claims for FDCM Ltd's area diverted as per Govt. of India's orders for Non forestry works under Fc Act/1980.

To prefer the claims as per NPV for the areas to be diverted for non forestry works under Forest Conservation Act 1980 to other agencies and for forestry works to Forest Department. Persuasion of FDCM Ltd's share in NPV amount from Govt. of India / Govt. of Maharashtra for FDCM Ltd. affected assets in the areas and its utilization for afforestation and other forestry activities done by FDCM Ltd. Ensure availability of planting stocks. Seek sanction of various annual works from Govt. of India and compliance of the same to Govt. of India in the shape of A.T.R. etc.

C. Administration (ADM)

(Officer in-charge : General Manager (Head Quarters))

Recruitment, training, establishment, deputation, sponsoring for training, seminars etc. relating to Managing Director's office and also cases requiring approval of Managing Director, Board and Government. Maintenance of personnel records other than confidential records, compilation and submission of statistical information and returns to Government, and other agencies. Obtaining orders/approvals from Managing Director on matters referred by the Regional Manager/General Managers Liaison and co-ordination with regional offices on personal matters, recruitment policy purchase and maintenance of vehicles, office equipments etc.

Office administration, hiring & maintenance of premises, purchase and maintenance of vehicles, office equipments, general office services like inwarding mailing etc. purchase/ printing of stationary for MD office Correspondence pertaining to engineering works etc.

D. Finance and Accounts (FA)

(Officer incharge: Controller of Accounts and Financial Advisor)

Negotiations with Financial Institutions, borrowings, financial budgets cash-flow, management information on financial appraisal of all proposals. Statutory functions to be discharged under the Indian Companies Act relating to the maintenance of statutory registers, prescribed accounts, control and supervision of final accounts, provisional and proforma accounts as may be required, audit. Banking internal accounts of the Company control and supervision of accounting at all levels, periodical reports on fund position of the Company (to be reported to the Board) accounts of Managing Director's office. Administration of financial side of negotiated sales.

Income Tax, Sales Tax, Registration filing of periodical returns required under the statutes, assessments etc. Provident Fund, income Tax Professional Tax, contributions to pensions, Vat, gratuity etc. Compliance with the statutory deductions, returns and deposits with prescribed authorities. Cost analysis of forestry operations in collaboration with Research and Marketing branch.

E. Company Secretarial and Legal

(Officer in charge Company Secretary)

Company law matters - compliance with statutory requirements convening and holding meetings of the Board of Directors, Committees of Directors, shareholders, agenda, minutes and filing returns in respect thereof Signing of communications on behalf of the Company addressed to Government. Company Law Board etc. relating to sanctions and approvals required under Companies Act contributions to share capital, allotments and transfer of shares. Returns relating thereto Govt. orders and Company Law Board's approval where necessary, in respect of appointments of Managing Director, Directors and Auditors etc.

Handling legal matters of Company viz. Contracts, Agreements etc. with Government other agencies customers etc. and matters arising therefrom legal action by and against the Company on all matters, briefing and obtaining advice from legal consultants / legal advisor where necessary. Handle Assembly and Council questions.

F. Audit (ADT)

(Officer in-charge : Chief Audit Officer)

All matters relating to the internal audit of the Company.

G. Plantation Inventory Unit (PIU)

(Officer in-charge : Divisional Manager (Plantation Inventory Unit))

Making inventory of all plantations of the company, Assessment of growing stock, its valuation and related matters; Maintenance of computers, updating of website; Correspondence pertaining to telephones, FAX Publicity related matters etc.

H. Eco- Tourism (Eco)

(Officer In-charge: Divisional Manager (Eco- Tourism))

The mandate, includes, the following, activities for promotion and regulation of eco-tourism in the FDCM Ltd areas:

Promotion and regulation of Ecotourism in forest areas assigned to FDCM Ltd. Develop and manage ecotourism facilities on professional lines for promotion of nature interpretation and conservation including installation of low impact facilities and devices such as Bio-digester System for sewerage and waste treatment; Solar lighting; Rain water harvesting and See people's co-operation in promotion and regulation of eco-tourism; Devise mechanism to internalize the benefit of tourism to the local communities; Developing nature trail to increase environment awareness; Training of local youths in housekeeping & catering and as tourist guides; Training of staff, including, Resort Managers, Assistant Managers and field staff for promotion of Eco-tourism ; Set up website portal for online booking and reservation of tourist facilities in FDCM Ltd areas, etc.

2) Change of Designation of officers in the Company

The posts mentioned in column 1 are redesignated as shown in column no.2 below against each and this change of designations as per below Govt. order / Resolution.

Present Designation (1)	Revised Designation (2)	Remark
Regional Manager (Research & Marketing)	General Manager (Upgraded post)	GR No. IFS5002/3161/-/CR- 353part 2/F-7 dt.11/6/2004.
Divisional Manager (HQ)	Regional Manager (HQ)	-do-
Divisional Manager (Planning)	Regional Manager (Planning) (Upgraded post)	-do-
Regional Manager (Research & Marketing)	General Manager IFS-1204/225/CR-45/F- 7/8.10.2004 FDCM Ltd. Nagpur	
General Manager FDCM Ltd. Nagpur	Chief General Manager (Medicinal plant) FDCM Ltd. Nagpur	GR No. IFS5006/1273/-/CR- 189part 1/F-7 dt.16/6/2011.
Regional Manager North chandrapur region, FDCM Ltd. Chandrapur	General Manager North chandrapur region, FDCM Ltd. Chandrapur	-do-
Regional Manager South chandrapur region, FDCM Ltd. Chandrapur	General Manager South chandrapur region, FDCM Ltd. Chandrapur	-do-
Regional Manager Nagpur region, FDCM Ltd. Nagpur	General Manager Nagpur region, FDCM Ltd. Nagpur	-do-
Regional Manager Nashik region, FDCM Ltd. Nashik	General Manager Nashik, region, FDCM Ltd. Nashik	-do-
Regional Manager (HQ), FDCM Ltd. Nagpur	General Manager (HQ), FDCM Ltd. Nagpur	-do-
Regional Manager (Planning), FDCM Ltd. Nagpur	General Manager (Planning), FDCM Ltd. Nagpur	-do-
Regional Manager (WFP and Afforestation), FDCM Ltd. Nagpur	General Manager (WFP and Afforestation), FDCM Ltd. Nagpur	-do-
General Manager (Planning), FDCM Ltd. Nagpur	Chief General Manager (Planning), FDCM Ltd. Nagpur	GR No. IFS2013/35/- /CR-/F-7 dt. 5/9/2013.

3) **Code Letters allotted to various sections in Managing Directors's Office.**

In order to facilitate the distribution of tapal to different sections in Managing Director's office, following code letters shall be used in the correspondence of the respective sections.

Sr. No.	Designation of Sectional Head	Code letter
1	Chief General Manager (Medicinal Plant's)	CGM (MP)
2	Chief General Manager (Planning)	CGM (PLN)
3	GeneralManager (Headquarters)	GM (HQ)
4	GeneralManager(WFP & Afforestation)	GM (WFP)
5	Company Secretary	CS
6	Controller of Accounts and Financial Adviser	CAFA
7	Chief Audit Officer	CAO
8	Divisional Manager (Plantation Inventory Unit)	DM(PIU)
9	Divisional Manager (Eco-tourism)	DM (Eco)
10	Sectional Engineer	SE

CHAPTER: 3

EMPLOYEE'S CONDUCT, DISCIPLINE AND APPEAL RULES

1) Employee's Conduct and Discipline Rules

1. These rules may be called the FDCM Employee's Conduct and Discipline Rules.

2. In these rules the context otherwise required:

“Corporation or FDCM” means the Forest Development Corporation of Maharashtra Limited

“Board” means the Board of Directors of the Forest Development Corporation of Maharashtra Limited.

“Competent Authority” means an Officer or Officers of the Corporation declared by the Chairman of the FDCM Ltd. as competent to hold departmental proceedings against any particular class or classes of employees for an act of misconduct or to appoint an Enquiry Officer to hold such proceedings and thereafter to impose punishment under these rules or otherwise give a decision, sanction, permission or to receive reports in respect of any or all matters provided for under these rules.

“Appellate Authority” means the Chairman of the FDCM Ltd. or any other officer or officers of the Corporation authorized by him to hear appeals and to review decisions of Competent Authority.

“Employee” means an employee of the Forest Development Corporation of Maharashtra Limited.

3 1) These rules shall apply to all the employees of the Forest Development Corporation of Maharashtra Limited.

2) The rules shall also apply to persons whose conditions of service are regulated by special provisions provided in contracts or agreements made with or in the letters of appointment issued to them by the FDCM Ltd. in respect of any matter not covered by the provisions of such contracts, agreements or letters of appointment.

4. The power to interpret these rules will be exercised by the Competent Authority.

5. An employee shall at all times maintain absolute integrity and devotion to duty. He shall serve the Corporation honestly and faithfully and shall endeavor to promote the interest of the Corporation. He shall be prompt and courteous in all his dealings.
6. An employee shall be obedient to his superiors.
7. An employee of the Corporation shall be punctual in attendance. An employee who habitually attends late shall, in addition to such penalties as may be prescribed by the Competent Authority, forfeit one day's casual leave for every three-day's late attendance in a month.
8. (1) Except in the case of sudden illness or unforeseen circumstances no employee shall remain absent from duty or leave his head quarter without the prior written permission of his immediate superior officer.

(2) If an employee remains absent owing to sudden illness or unforeseen circumstances, the immediate superior officer should be informed of the reasons within 72 hours with such evidence as may be called for.
9. (1) An employee who remains absent without permission shall be liable to such disciplinary actions as may be decided by the Competent Authority and he shall not be entitled to any pay and allowances for the period of such absence.

(2) The Competent Authority may, however, where it is satisfied that the absence is due to circumstances beyond the control of an employee, regularise the absence by grant of leave or casual leave, as the case may be, to which an employee may be entitled.
10. (1) No employee shall, while in service or thereafter, except in accordance with any general or special orders issued by the Competent Authority or in the performance in good faith of the duties assigned to him, communicate directly or indirectly any document or information of the Corporation or of any other concern which has been divulged to the Corporation confidentially to any other employee of the Corporation or to any other person to whom he is not authorized to communicate such documents or information.

(2) An employee of the Corporation shall not approach Govt. or any Officer of Govt. or any Member of Legislature for any question affecting him personally as an employee or generally relating to any affairs of the Corporation.

11. No employee shall in any radio broadcast or in any published documents or in communication to the Press or in public utterances make any statement of fact or opinion which has the effect of disparaging the Corporation, its management or has the effect of bringing the name of the Corporation to disrepute or which is capable of embarrassing the relations between the Corporation and the Government or any other party.
12. No employee shall, except with the prior sanction of the Competent Authority own wholly or in part or conduct or participate in editing or managing any newspaper or other periodical publication
- 13.(i) No employee shall take an active part in politics or in any political demonstrations nor movements subversive of the Corporation or of the Government or stand for election as member of Municipality, Council, District Boards or Legislative Bodies.

(ii) If any question arises as to whether any movement or activity falls within the scope of these rules the decision of the Competent Authority thereon shall be final.
14. No employee shall, except with the previous sanction of the Competent Authority, engage directly or indirectly in any trade or business or undertake any employment or office whether stipendiary or honorary.
15. No employee shall undertake part time work or piece job for a private or public body or a private person or accept fee, payment, remuneration return or reward thereof, except with the permission of the Competent Authority unless it is satisfied that the work is not likely to interfere with or affect his official duties and responsibilities.
16. No employee of the Corporation shall except with the previous sanction of the Competent Authority, solicit or accept or permit his wife or any member of his family to accept from any client of the Corporation or from the subordinate employee any gifts or presents.

Provided that an employee may accept normal token presents like open or documents case etc. from a client or a prospective client of the Corporation in cases where he feels that

the requirements of courtesy are likely to be violated or where, in the opinion of the employee, the interest of the Corporation is likely to suffer by non acceptance of such token present. The acceptance of such gift shall, however, be reported immediately to the Competent Authority and thereafter the employee shall follow the instructions of the Competent Authority.

17 No employee shall, except with the prior sanction of the Competent Authority, solicit or accept any subscriptions in aid of any fund for any purpose from a client or prospective client of the Corporation.

18. (1) An employee shall not borrow money from or otherwise place himself under pecuniary obligation to a broker or money lender or subordinate employee or other officers of the Corporation or any firm or individual having any dealing with the Corporation.

(2) An employee of the Corporation shall not speculate in any stocks, shares or other investments, or do any speculation in any forward market.

Explanation: - Frequent purchase or sale or both, of shares, securities or other investments shall be deemed to be speculation within the meaning of this sub rule.

No employee shall, except with the prior permission of the Competent Authority , make or permit any member of his family or any person acting on his behalf to make any investment which is likely to embarrass or influence him in the discharge of his official duties.

(3) If any question arises whether any transaction is of the nature referred to in sub rule (i) and (ii) the decision of the Competent Authority thereon shall be final.

(4) An employee of the Corporation shall make a declaration in the form prescribed by the Competent Authority within a month of his joining the Corporation or within a month of the date on which these rules are brought into effect, whichever is later, giving full details of the shares, securities and other investments held by him or by any member of his family or by any person acting on his behalf. After such a declaration has been made, no employee shall buy or sell any further shares, securities, or other investments without obtaining prior permission of the Competent Authority in writing.

- 19.** 1) An employee who falls into debt shall immediately submit a statement of his position to the Competent Authority and shall indicate the steps he is taking to rectify the position. Such employee thereafter shall submit statement of his financial position every half a year until such time as he becomes free from debt when he shall submit a certificate that he is no longer in debt.
- 2) For the purpose of this rule, an employee shall be deemed to fall in debt, if he is unable from his own resources, to meet his financial liabilities as may fall due for settlement.
- 3) An employee who fails to comply with this rule or made a false statement of his position and is unable to liquidate his debt shall render himself liable to be dismissed from service.
- 20.** (1) No employee shall, except with the previous knowledge of the Competent Authority, acquire or dispose of any immovable property by lease, mortgage, sale, gift or otherwise either in his own name or in the name of any member of his family,.
- provided that such a transaction conducted otherwise than through a regular and reputed dealer, shall require the previous sanction of the Competent Authority.
- (2) An employee who enters into any such transaction concerning any imovable property exceeding one thousand rupees in value whether by way of purchase, sale or otherwise, shall forthwith report of such transaction to the Competent Authority.
- (iii) Every employee shall on first appointment and thereafter at the interval of every twelve months, submit a return in such form as the Competent Authority may prescribe in this behalf of all immovable property owned, acquired or inherited by him or held by him on lease, mortgage in his own name or in the name of any member of his family or in the name of any other person.

2) Employees Service (Discipline and Appeal) Rules

PART- I : GENERAL

Short Title and Commencement:

1. a These Rules may be called Forest Development Corporation Employees Service (Discipline and Appeal) Rules.
- b. They shall come into force with immediate effect.

Interpretation:

2. In these rules, unless the context otherwise requires,
 - a. “**Appointing Authority**” means authority competent to make appointments to the post.
 - b. “**Disciplinary Authority**” means Divisional Managers incharge of Project Divisions and all authorities above that rank.
 - c. “**Employee**” means employee of the Forest Development Corporation of Maharashtra Ltd.
 - d. “**Major Penalties**” means (i) dismissal (ii) removal from services which shall not be a disqualification, for future employment under Corporation (iii) compulsory retirement (iv) reduction to a low time scale of pay, grade or post or service with or without effect on future promotion, seniority and pay and (v) reduction to a lower stage in the time scale of pay with or without effect on future increments.
 - e. “**Minor punishment**” means (i) censure (ii) withholding of promotion (iii) recovery from pay, whole or part of any pecuniary loss caused by employee to the Corporation by negligence or breach of orders, and (iv) withholding of increments of pay.
 - f. “**Corporation**” means the Forest Development Corporation of Maharashtra Limited.
 - g. “**Legal Practitioner**” means an advocate, vakil or attorney of any High Court, mukhtar or revenue agent.

PART –II : SUSPENSION

- 3(a) Where a disciplinary proceeding against an employee is contemplated or is pending or where criminal proceedings against him in respect of any offence are under investigation or trial and the Disciplinary Authority is satisfied that it is necessary or desirable to place the employee under suspension he may by order in writing, suspend

him with effect from such date as may be specified in the order. A statement setting out in detail the reasons for such suspension shall be supplied to the employee within a week from the date of suspension. If the disciplinary authority issuing order of suspension of the employee is not the Appointing Authority of the employee, the orders of suspension shall as soon as possible be communicated to the Appointing Authority.

(b) An employee who is placed under suspension under clause (a) shall be governed by the provision shown below: -

I. Subsistence allowance and compensatory allowances during suspension.

(1) An employee under suspension or deemed to have been placed under suspension by an order of the Appointing Authority shall be entitled to the following payments, namely -

(a) A subsistence allowance of an amount equal to the leave salary which an employee would have drawn if he had been on leave on half pay and, in addition, dearness allowance based on such leave salary, provided that where the period of suspension exceeds three months, the Authority which made or is deemed to have made the order of suspension shall be competent to vary the amount of subsistence allowance for any period subsequent to the period of first three months as follows: -

- i) It may be increased by a suitable amount, not exceeding fifty percent of the subsistence allowance admissible during the period of first three months, if in the opinion of the said Authority the period of suspension has been prolonged for reasons, to be recorded in writing, not directly attributable to the employee;
- ii) It may be reduced by a suitable amount, not exceeding fifty percent of the subsistence allowance admissible during the period of the first three months, if in the opinion of the said Authority, the period of suspension has been prolonged due to reasons, to be recorded in writing, directly attributable to the employee.
- iii) The rate of dearness allowance will be based on the increased or as the case may be, the decreased amount of subsistence allowance admissible under sub clause (i) and (ii) above.

(b) Other compensatory allowances, if any, of which the employee was in receipt on the date of suspension, to such extent and subject to such conditions as the Authority suspending the employee may direct.

Provided that the employee shall not be entitled to the compensatory allowances unless the said Authority is satisfied that the employee continues to meet the expenditure for which they are granted.

- II.** When an employee is convicted by a competent Court and sentenced to imprisonment, the subsistence allowance shall be reduced to a nominal amount of rupee one per month with effect from the date of such conviction and he shall continue to draw the same till the date of his removal or dismissal or re-instatement by the Competent Authority. If, however, the Appellate Court acquitted him in the meanwhile, in which case, he will draw the subsistence allowance at the normal rate from the date of acquittal by the Appellate Court.

PART – III : INSTITUTION OF PROCEEDINGS

4. The following acts and omissions shall be treated as misconduct.

- a) Willful insubordination or disobedience, whether alone or in combination with others, to any lawful and reasonable order of a superior;
- b) Theft or dishonesty in connection with the Corporation's business or property.;
- c) Willful damage to or loss of Corporation's goods or property;
- d) Taking or giving bribes or any illegal gratifications;
- e) Habitual late attendance;
- f) Habitual absence without leave or absence without leave for more than 10 days;
- g) Habitual breach of any law applicable to the establishment;
- h) Riotous or disorderly behaviour during working hours at the establishment or any act subversive of discipline;

- i) Habitual negligence or neglect of work;
- j) Frequent repetition of any act or omission;
- k) Striking work or inciting others to strike work in contravention of the provisions of any law or rule having the force of the law.

5. Authority to Institute Proceedings:

The Disciplinary Authority shall institute disciplinary proceeding against any employee for any alleged misconduct, provided that where Disciplinary Authority is not the Appointing Authority prior approval of the Appointing Authority shall be obtained.

PART –IV : PROCEDURE FOR DISCIPLINARY PROCEEDINGS

6. 1) Where it is proposed to institute disciplinary proceedings against an employee, the Disciplinary Authority shall draw up or cause to be drawn up--

a) the substance of the imputations of misconduct into definite and distinct articles of charge;

(b) a statement of the imputation of misconduct, in support of each article of charge, which shall contain- (i) a statement of all relevant facts including any admissions or confessions made by the employee and (ii) a list of documents by which and a list of witnesses by whom, the articles of charges are proposed to be sustained and shall deliver or cause to be delivered to the employee these documents and shall be a written notice requiring the employee to submit it within such time as may be specified in the notice a written statement of his defence and to state whether he desires to be heard in person.

7. (a) On receipt of the written statement of defence, the Disciplinary Authority may consider whether the charge of misconduct as admitted by the employee warrants minor punishment and in that case shall record its findings on each charge after taking such evidence, as it may think fit, determine what penalty, if any, should be imposed on the employee and make an order imposing such penalty.

(b) (i) Where the articles of charge is not admitted by the employee or where articles of charge is admitted by the employee but in the opinion of the Disciplinary Authority it

warrants major penalty, may itself inquire into the articles of charge or may appoint the Enquiring Authority for this purpose.

- (ii) Unless it is intended that a particular person should hold the enquiry, the appointment of an Enquiry Officer should not be made by name but by designation so that in case the incumbent of the post is transferred or otherwise ceases to hold that office, the enquiry may be held or continued by the successor in office.
 - (iii) The holding of Departmental Enquiry should, as far as practicable, be entrusted to an officer equivalent to a gazetted rank who has not been closely associated with the preliminary investigations or with the allegations on which the charges are based or one who is likely to be cited as a witness for or against an employee. This will not apply to the Managing Director, Chief General Manager, General Manager or Regional Managers.
- c) Where Disciplinary Authority appoints an Enquiring Authority it may, by an order, appoint another employee to be known as the Presenting Officer, to present the case in support of the articles of charge before the Enquiring Authority and it shall remit to the Enquiring Authority all proceedings.
 - d) The Enquiring Authority shall require the employee to appear in person before it on such day and such time within ten working days from the date of receipt of disciplinary proceedings by it, provided that the Enquiring Authority may allow a period of further ten days if the situation so demands.
 - e) The employee shall be entitled to appear in person or to be represented by an office bearer of a trade union of which he is a member, provided that employee shall be represented by a legal practitioner if the presenting officer presenting the case is a legal practitioner.
 - f) When the employee appears before the Enquiring Authority, such authority shall read out the article of charge framed against him and ask him whether he is guilty or has any defence to make and if he pleads guilty to any of the articles of charge, shall record the plea, sign the record and obtain signature of the employee.

- g) The Enquiring Authority shall, if the employee fails to appear within the specified time or refuses or admits to plead, require the Presenting Officer to produce the evidence by which he proposes to prove articles of charge and shall adjourn the case to a later date not exceeding thirty days after recording an order that the employee may, for the purpose of preparing his defence--
- i) inspect, within five days, documents relied by the presenting officer in proving the articles of charge,
 - ii) Submit a list of witnesses to be examined on his behalf and
 - iii) discovery of production of any documents which are in possession of the Corporation but not relied by the Presenting Officer; provided that the Enquiring Authority may, for reasons to be recorded in writing, refuse to requisition the documents demanded by the employee if these documents are, in his opinion, not relevant to the case.
- h) The documents requisitioned by the Enquiring Authority shall be produced before him on the date fixed by him with or without privilege of their disclosure to the employee.
- i) Where the privilege is claimed, the Enquiring Authority on perusal of the documents withdraw the requisition.
- j) The enquiry shall be commenced on the date fixed in that behalf by the Enquiring Authority and shall be continued thereafter on such date or dates as may be fixed from time to time by that authority.
- k) The proceedings of the enquiry shall be recorded in English, Hindi or in Marathi which ever is preferred by the employee.
- l) On the date fixed for the enquiry, the oral and documentary evidence by which the articles of charge are proposed to be proved shall be produced by or on behalf of the Disciplinary Authority. The witnesses shall be examined by or on behalf of the Presenting Officer and may be cross-examined by or on behalf of the employee. The Presenting Officer shall be entitled to re-examine the witnesses on any points on which they have been cross examined but not on any new matter, without the leave of the Enquiring Authority. The Enquiring Authority may also put such questions to the witnesses as it thinks fit.

- m) The Enquiring Authority may at its discretion allow additional evidence, documents which are necessary in his opinion on behalf of the Disciplinary Authority, as also the employee and enquire into the same in the manner aforesaid, provided that no new evidence shall be permitted or called for any witness shall be recalled to fill up any gap in the evidence unless there is an inherent loss or defect in the evidence which has been produced originally-
- n) When the case for the Disciplinary Authority is closed the employee shall be required to give a list of witnesses, if any, he wishes to produce in support of his defence.
- o) If the employee wishes to produce witnesses, the Enquiring Authority shall fix a further date on which the employee shall produce witnesses on his behalf, whose statements shall be examined, recorded and shall obtain their signatures thereon.
- p) The Enquiring Authority then shall allow the Presenting Officer to cross-examine the witnesses produced on behalf of the employee.
- q) On completion of the above proceedings, the employee shall be required to give his defence in writing or orally and Presenting Officer shall submit his say thereon.
- r) On completion of the above proceedings, the Enquiring Authority shall prepare his report about the case and draw his findings as to whether the charges framed against the employee are proved or otherwise.
- s) If the Enquiring Authority is not the Appointing Authority, the Enquiring Authority shall forward his report to the Appointing Authority.
- t) The Appointing Authority shall determine the quantum of punishment in respect of charges declared as proved by the Enquiring Authority and in case the proceedings lack procedural regularities, then remit the enquiry papers to the Enquiring Authority with such directives, as it deems proper.
- u) The Enquiring Authority shall comply with such directives and shall return the papers to the Appointing Authority.
- v) On receipt of the enquiry report, the Appointing Authority shall determine the punishment to be awarded for each charge considered proved and issue a notice to the

employee asking him to show cause as to why the proposed penalties should not be inflicted on him.

- w) The employee shall submit his final say within the period specified in the notice requiring him to show cause issued by the Appointing Authority.
- x) On receipt of final reply or if no reply is received within the stipulated time, the Appointing Authority shall consider the reply of the employee and shall pass final orders in the case and communicate the same to the employee and obtain his acknowledgement therefore.

PART V : PROCEDURE FOR IMPOSING PENALTY

- 8. (i) No order imposing any of the major penalties shall be made except after an inquiry held as far as may be, in the manner provided in this rule .
 - (ii) Whenever the disciplinary authority is of the opinion that there are grounds for inquiring into the truth of any imputation of misconduct or misbehavior of an employee, it may itself inquire into or appoint under this rule, an authority to inquire into the truth thereof.

Explanation: -

Where a disciplinary authority itself holds an inquiry under this rule, any reference to an inquiring authority in this rule shall, unless the context otherwise requires, be construed as reference to the disciplinary authority.

- (iii) (a) Where a disciplinary authority competent to impose any of the minor penalties but not competent to impose any of the major penalties has itself inquired into or caused to be inquired into any of the articles of charge and that authority, having regard to its own findings or having regard to its decision on any of the findings of any inquiring authority appointed by it, is of the opinion that any of the major penalties should be imposed on the employee, that authority shall forward the records of the inquiry to such disciplinary authority as is competent to impose such major penalty.
- (iii) (b) The disciplinary authority to which the records are so forwarded may act on the evidence on the record or may, if it is of the opinion that further examination of any of the witness is necessary in the interests of justice, recall the witness and examine, cross-examine and re-examine the witness, and may impose on the employee such penalty as it

may deem fit in accordance with these rules, provided that if any witness is recalled, he may be cross-examined by or on behalf of the employees.

Action on the inquiry report: -

- (i) The disciplinary authority, if it is not itself the inquiring authority may, for reasons to be recorded by it in writing, remit the case to the inquiring authority for further inquiry and report, and the inquiring authority shall thereupon proceed to hold the further inquiry according to the provisions of rule 8 of these rules as far as may be.
- (ii) The disciplinary authority shall, if it is not the inquiring authority, consider the record of the inquiry and record its findings on each charge. If it disagrees with the findings of the inquiring authority on any article of charge, it shall record its reasons for such disagreement.
- (iii) If the disciplinary authority having regard to its findings on all or any of the articles of charge is of the opinion that any of the minor penalties should be imposed on the employee, it shall notwithstanding anything contained in rule 10 of these rules on the basis of the evidence adduced during the inquiry held under rule 8 determine what penalty, if any should be imposed on the employees and make an order imposing such penalty.

PROCEDURE FOR IMPOSING MINOR PENALTIES -

Save as provided in sub rule (3) of rule 8 no order imposing on an employee any of the minor penalties shall be made except after

- (a) Informing the Employee in writing of the proposal to take action against him and of the imputations of misconduct or misbehaviour on which it is proposed to be taken, and giving him a reasonable opportunity of making such representation as he may wish to make against the proposal.
- (b) Holding an inquiry in the manner laid down in of imposing major punishment procedure in every case in which the disciplinary authority is of the opinion that such inquiry is necessary.
- (c) Taking into consideration the representation, if any, submitted by the employee under clause (a) of this rule and the record of inquiry, if any, held under clause (b) of this rule.
- (d) Recording a finding on each imputation of misconduct or misbehaviour.

COMMON PROCEEDING -

- (a) Where two or more employee are concerned in any case, the authority competent to impose the penalty of dismissal from service on all such employees may make an order directing that disciplinary action against all of them may be taken in a common proceedings.
- (b) Where the authorities competent to impose the penalty of dismissal on such employees are different, an order for taking disciplinary action in a common proceeding may be made by the highest of such authorities with the consent of the others.
- (c) Every order for taking disciplinary action in a common proceeding shall specify:
 - (i) The authority which may function as the disciplinary authority for the purpose of such common proceedings;
 - (ii) The penalties specified in rule 5 which such disciplinary authority shall be competent to impose and
 - (iii) Whether the procedure laid down in rule of major and minor penalty should be followed in the proceeding.

Appeal on the Order Passed by the Appointing Authority

The employee shall file an appeal as provided in these rules against the order passed by the Appointing Authority inflicting punishment within 45 days from the date of receipt of order.

9. The appeal against the orders of Appointing Authority shall lie to the next higher authority as detailed below.
- i) No appeal shall lie against the orders passed by the Managing Director.
 - ii) Where the authority of the Managing Director in respect of appointment is subject to the approval of the Board, the final orders shall be issued with the approval of the Board.
- | | | |
|-----------------------------------------|---|----------------------------------|
| Appointing Authority | | Appellate Authority |
| a) Divisional Manager | - | General Manager/Regional Manager |
| b) General Manager/
Regional Manager | - | Managing Director |

Procedure for Disposal of Appeals -

- 10.** a) No fresh evidence shall be allowed for deciding the appeal.
- b) Appeal shall lie only on the grounds of interpretation of rules, if any, or where the principles of natural justice are infringed.
- c) The Appellate Authority shall consider the arguments advanced by the employee and pass such orders as it deems fit.
- d) If the Appellate Authority considers enhancing the punishment the employee shall be given opportunity to submit his say on the proposed punishment.
- e) The orders of the Appellate Authority shall give reasons for accepting or rejecting the employee's arguments advanced in appeal.

Saving: -

- 11.** All proceedings held in accordance with the rules in existence shall be saved.
- 12.** All proceedings, which are pending finalisation, shall be from the stage of pendency be disposed off in accordance with these rules.

Repeal:

- 13.** On coming into force of these rules, the FDCM Employee's Conduct and Discipline Rules shall be repealed to the extent indicated below: -
- Rule 21,22,23,24,25,26,27,28,29,30,31 and 32.

CHAPTER: 4

RECRUITMENT RULES

For appointment to various posts in F.D.C.M. Ltd. Selection Board (for selection to posts above the grade of Assistant Manager) and Higher/ Lower Level Selection Committees (for selection to all posts up to the grade of Range Forest Officer) were set up under the Board's approval vide executive order No. ADM/Estt/321/6071, Dt. 31.1.1986

The said Board and Committee have since been abolished as per the decision taken in the 115th meeting of Board of Directors held on 26.6.2001 and the Managing Director has been empowered to constitute the Selection Committee as may be deemed fit by him for the respective posts as and when so required by him.

1. Recruitment Rules For Posts in Offices

Sr No.	Designation of the Post	Pay Scale	Job Responsibility	Educational and Other Qualifications and Mode of Recruitment.
1	2	3	4	5
1	Controller of Accounts and Financial Adviser	37400 – 67000 + G.P.8700 Revenue & Forest Department Resolution No. pay-2010/CR11/F-5 Dt. 14.6.2010	He will be incharge of Company's accounts and adviser to the Managing Director in finance, accounts and taxation matters. He will also have to look after 1.Loans and Borrowings. 2. Finalisation of loans. 3. Allocation of funds. 4.Watching the progress of Expenditure and Revenue. 5.Organising the internal audit and 6.Preparation of Budget and Budgetary control.	By nomination: i) A Chartered Accountant with 3 years experience in Public or Private Sector Undertaking ii) Certificate of MS-CIT or equivalent Certificate of D.O.E.A.C.S OR By deputation of an officer of the rank of Joint Director of Maharashtra Finance and Accounts Service, Class-I Probation : One year Age: Below 38 years. (Board resolution passed under item no. 11 at the 150 th board meeting held on 08/12/2009.)

2	Company Secretary	15600 – 39100 + G.P. 6600 Revenue & Forest Department Resolution No. pay-2010/CR11/F-5 Dt. 14.6.2010	He will be incharge of Company Law matters, Board's meeting and will look after the records required to be kept as per Company Law.	By nomination: 1. Educational qualification: i) A member of the Institute of Company Secretaries of India with 3 years experience in Public or Private Sector undertaking. ii) Certificate of MS-CIT or equivalent Certificate of D.O.E.A.C.S 2. Probation : One year 3. Age: Below 38 years. (Board resolution passed under item no. 5 at the 139th board meeting held on 30/06/2007.)
3	Chief Audit Officer		He will work as internal auditor. He will assist Managing Director in administrative matters.	By deputation of an officer of Maharashtra Finance and Accounts Service, Class-I (Senior). (Board resolution passed under item no. 5 at the 139th board meeting held on 30/06/2007.)
4	Pay and Accounts Officer	15600 – 39100 + G.P. 5400 Revenue & Forest Department Resolution No. pay-2010/CR11/F-5 Dt. 14.6.2010	He will be responsible for completing accounts at Regional level and rendering them to the Head Office. He will also be responsible in maintaining statutory accounts registers. He will work as internal auditor for Divisional Accounts. (Also refer circular No. ADM/816, Dt. 2.8.1979.	By promotion: From Assistant Pay and Accounts Officers on seniority-cum-merit basis with minimum of three years experience in the cadre. (Board resolution passed under item no. 5 at the 139 th board meeting held on 30/06/2007.)
5	Assistant Pay and Accounts Officer.	9300 – 34800 + G.P. 4400	He will be responsible for compilation of expenditure, revenue and store accounts of a	By promotion: From Accountants on seniority-cum-merit basis

		Revenue & Forest Department Resolution No. pay-2010/CR11/F-5 Dt. 14.6.2010	Division. He will supervise office establishment. He will be responsible for scrutiny of accounts of subordinate levels before incorporation (Also refer circular No. ADM/5/6138, Dt.1.3.1979.)	with minimum three years experience in the cadre and who have passed Company's Departmental Examination. (Board resolution passed under item no. 5 at the 139 th board meeting held on 30/06/2007.)
6	Accountant	9300 – 34800 + G.P. 4300 Revenue & Forest Department Resolution No. pay-2010/CR11/F-5 Dt. 14.6.2010	Divisional Level 1) Compilation of Divisional Accounts and control of expenditure (summary) unit book. 2) Sorting and scrutiny of bills and make up-to-date entries in journals and ledgers. 3) Control on annual budget and grants. 4) Accounting works of Adm/Estt. Section. 5) Finalisation of annual accounts under the guidance of A.P and A.O. and 6) Any other works assigned by the D.M. Due to heavy nature of works at Sr.No. 1 and 2 above, the D.M. may at his discretion direct Accounts Assistant or Clerk to help the Accountant. But the responsibility of completing the assigned work will be of the Accountant. Regional Level- 1) Establishment	By promotion : From Accounts Assistant on seniority-cum-merit basis with minimum five years experience in the cadre and will have to pass Company's Departmental Examination for promotion to Accountant. (Board resolution passed under item no. 5 at the 139 th board meeting held on 30/06/2007.)

			<p>matters and Regional accounts (e.g. CPF and its accounts)</p> <p>2)Scrutiny of accounts under the control of PAO</p> <p>3) To assist in inspection of the office of DM</p> <p>4) To keep control over budgeted grants.</p> <p>5) Any other works allotted by the Regional Manager.</p> <p>Managing Director Office Level -</p> <p>1) Works relating to ADM/EST and Stores (to maintain accounts of CPF, other advances and other allied works).</p> <p>2) Control over budget, and correspondence with Govt. and internal matters</p> <p>3) Dealing with and maintenance of correspondence relating to NABARD Project Report.</p> <p>4) Maintenance of accounts and its related books, scrutiny and checking of bills and connected works and control.</p> <p>5) Dealing with internal audit, CAG audit statutory audit, scrutiny of replies and related</p>	
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			<p>works.</p> <p>6) Preparation of Annual Accounts and reports of the Company as per Company Rules (under the control of CA and FA) scrutiny of trial balance, compilation and other works. Timely dispatch of trial balance to RM/GM after subtracting the opening balance.</p> <p>7) Any other works allotted by the Managing Director.</p>	
7	Audit Officer		<p>He will be responsible for (i) conducting internal audit of accounts of the various offices of the FDCM Ltd. in accordance with the programme approved by the Managing Director with reference to the provisions of the internal audit rules of the FDCM Ltd. ii) Drafting of reports and submission to the Managing Director after finalizing the same under the guidance of the Chief Audit Officer.</p> <p>iii) Scrutinizing of replies to the objection in the audit report, given by the various</p>	<p>By deputation : Officer of Maharashtra Finance and Accounts Service, Class- I (Junior).</p> <p>(Board resolution passed under item no. 5 at the 139th board meeting held on 30/06/2007.)</p>

			<p>offices and putting up to the Chief Audit Officer for acceptance or further remarks.</p> <p>iv) Watching compliance of audit reports by the various offices.</p> <p>v) Doing any other work connected with internal audit which may be entrusted to him by the Managing Director/ Chief Audit Officer.</p>	
8	Senior Auditor		To assist the Audit Officer in all matters relating to the work of internal audit stipulated in job responsibility of the Audit Officer and any other work allotted by Managing Director.	<p>By deputation of an officer of Maharashtra Finance & Accounts Service, Class-III</p> <p>(Board resolution passed under item no. 5 at the 139th board meeting held on 30/06/2007.)</p>
9	Accounts Assistant	<p>5200 – 20200 + G.P. 2800</p> <p>Revenue & Forest Department Resolution No. pay-2010/CR11/F-5 Dt. 14.6.2010</p>	He will assist in the scrutiny and compilation of Accounts viz. expenditure, revenue, stores, etc. including related correspondence work and also any other work allotted by his superiors.	<p>By nomination:</p> <p>1. Educational qualification:</p> <p>i) B.Com. with 50% marks of any recognized university,</p> <p>ii) Certificate of MS-CIT or equivalent certificate of D.O.E.A.C.S.</p> <p>2. Probation: 2 years during which he will have to pass the Company's Departmental Examination</p> <p>3. Age: Not less than 18 years and not more than 33 years, relaxable in case of Backward Class Communities upto 38 years.</p> <p>By promotion:</p>

				<p>From Clerks on seniority-cum-merit basis with a minimum 7 years experience and who have passed Company's Departmental Examination. The nomination and promotion shall be made in the ratio of 20:80.</p> <p>(Board resolution passed under item no. 5 at the 139th board meeting held on 30/06/2007.)</p>
10	Store Keeper	5200 – 20200 + G.P. 2400	To maintain stores, compilation of store accounts, custody of stocks.	<p>By nomination of a person who has passed S.S.C. or equivalent preferably with experience in store accounting of auto workshop.</p> <p>(Govt. resolution no.FDC-2010/432/CR77/F-5 dt.24/1/2011)</p>
11	Clerk/Typist.	5200 – 20200 + G.P. 1900 Revenue & Forest Department Resolution No. pay-2010/CR11/F-5 Dt. 14.6.2010	General clerical duties including correspondence work and typing works also, any other duties allotted by the superior officer.	<p>By nomination:</p> <ol style="list-style-type: none"> 1. Educational qualification: <ol style="list-style-type: none"> i) H.S.S.C. pass with minimum 50% marks. Minimum English typing speed 40 wpm and Marathi typing speed 30 wpm. ii) Certificate of MS-CIT or equivalent certificate of D.O.E.A.C.S. 2. Probation: Two years during which she/he will have to pass the Company's Departmental Examination. 3. Age: Not less than 18 Years and not more than 33

				<p>years, relaxable in case of Backward Class Communities upto 38 years.</p> <p>By promotion:</p> <p>From Class IV employees having not less than three years service in Class IV cadre and possessing educational qualifications mentioned above on seniority –cum- merit basis.</p> <p>The nomination and promotion shall be made in the ratio of 90:10 if suitable and qualified employees are not available for promotion, such vacancies will be filled up by nomination. (Board resolution passed under item no. 5 at the 139th board meeting held on 30/06/2007.)</p>
12	Stenographer Higher Grade	<p>9300 – 34800 +G.P. 4400</p> <p>Revenue & Forest Department Resolution No. pay-2010/CR11/F-5 Dt. 14.6.2010</p>	Shorthand typing and works, including typing as allotted, and any other related duties.	<p>By nomination:</p> <p>1. Educational qualification:</p> <p>i) Graduate with minimum of 50% marks, having a speed of 120 wpm for shorthand in English and Marathi and 40 wpm for typing in English and Marathi.</p> <p>ii) Certificate of MS-CIT or equivalent certificate of D.O.E.A.C.S.</p> <p>2. Probation: One Year.</p> <p>3. Age: Not less than 18 Years and not more than 33 years, relaxable in case of Backward Class Communities upto 38 years.</p> <p>By promotion:</p>

				<p>From the cadre of lower grade stenographers with 5 years experience on seniority-cum-merit basis. The nomination and Promotion shall be made in the ratio of 50:50.</p> <p>(Board resolution passed under item no. 5 at the 139th board meeting held on 30/06/2007.)</p>
13	Stenographer Lower Grade	<p>9300 – 34800 + G.P. 4300</p> <p>Revenue & Forest Department Resolution No. pay-2010/CR11/F-5 Dt. 14.6.2010</p>	<p>Shorthand Typing and General duty work, including typing as allotted, and any other related duties.</p>	<p>By nomination:</p> <p>1. Educational qualification:</p> <p>i) Graduate with minimum of 50% marks, having a speed of 100 wpm for shorthand in English and Marathi and 40 wpm for typing in English and Marathi.</p> <p>ii) Certificate of MS-CIT or equivalent certificate of D.O.E.A.C.S.</p> <p>2. Probation: One Year.</p> <p>3. Age: Not less than 18 Years and not more than 33 years, relaxable in case of Backward Class Communities upto 38 years.</p> <p>(Board resolution passed under item no. 5 at the 139th board meeting held on 30/06/2007.)</p>

14	Statistical Assistant	9300 – 34800 + G.P. 4300 Revenue & Forest Department Resolution No. pay-2010/CR11/F-5 Dt. 14.6.2010	Collection of data	By nomination: 1.Educational Qualification i) Master Degree with minimum of 50% marks in a Statistics or b) Mathematics paper with statistics c) Economics (with Statistics as allied subject). ii) Certificate of MS-CIT or equivalent certificate of D.O.E.A.C.S. 2. Probation: One Year. 3. Age: Not less than 18 Years and not more than 33 years, relaxable in case of Backward Class Communities upto 38 years. (Board resolution passed under item no. 5 at the 139th board meeting held on 30/06/2007.)
15	Surveyor	5200 – 20200 + G.P. 2400 Revenue & Forest Department Resolution No. pay-2010/CR11/F-5 Dt. 14.6.2010	Survey/demarcation of forest areas to be exploited, mapping, tracing and other related works. Maintenance of relevant records including those connected table work mostly relating to area. Other items of engineering works such as preparation of plans and estimates and such other works as may allotted by the employers.	By nomination: 1.Educational Qualification : i) Diploma in civil engineering with minimum of 50% marks. ii) Certificate of MS-CIT or equivalent certificate of D.O.E.A.C.S. 2. Probation: One Year. 3.Age: : Not less than 18 Years and not more than 33 years,relaxable in case of Backward Class Communities upto 38 years. (Board resolution passed under item no. 5 at the 139 th board meeting held on 30/06/2007.)

18	Auto Electrician	5200 – 20200 + G.P. 2000 Revenue & Forest Department Resolution No. pay-2010/CR11/F-5 Dt. 14.6.2010	To repair and maintain the automobile electric system.	By nomination of a person who has passed S.S.C. and has Diploma from ITI in auto electrician trade preferably with experience. Age: Between 18 to 33 years. Relaxable in case of SC/ST/DT/NT communities upto 38 years. (Govt. resolution no.FDC-2010/432/CR77/F-5 dt.24/1/2011)
19	Welder	5200 – 20200 + G.P. 1900 Revenue & Forest Department Resolution No. pay-2010/CR11/F-5 Dt. 14.6.2010	To do welding job required in the workshop and other places.	By nomination of person who has passed S.S.C. and has Diploma from ITI in relevant trade preferably with experience. Age: Between 18 to 33 years. Relaxable in case of SC/ST/DT/NT communities upto 38 years. (Govt. resolution no.FDC-2010/432/CR77/F-5 dt.24/1/2011)
Class IV Posts				
20	Naik	4440 – 7440 + G.P. 1600 Revenue & Forest Department Resolution No. pay-2010/CR11/F-5 Dt. 14.6.2010	Sundry works normally assigned to Class IV employees. Also personal attendance to the officer attached to.	By promotion: From the cadre of peons on seniority-cum-merit basis. (Board resolution passed under item no. 5 at the 139 th board meeting held on 30/06/2007.)

21	Peon	4440 – 7440 + G.P. 1300 Revenue & Forest Departme nt Resolution No. pay- 2010/ CR11/F-5 Dt. 14.6.2010	Sundry works normally assigned to Class IV employees including personal attendance as may be required to officer/official attached to	By nomination: 1. Educational Qualification: VIII Standard. 2. Age: Not less than 18 years and not more than 33 years, relaxable in case of Backward Class Communities upto 38 years. (Board resolution passed under item no. 5 at the 139 th board meeting held on 30/06/2007.)
22	Chowkidar	4440 – 7440 + G.P. 1300 Rev. & Forest Deptt. Reso. No. pay-2010/ CR11/4-5 dt. 14/6/2010	Sundry works normally assigned to Class IV employees including personal attendance as may be required to officer/official attached to	By nomination: 1. Educational Qualification: VIII Standard. 2. Age: Not less than 18 years and not more than 33 years, relaxable in case of Backward Class Communitites upto 38 years. 3. Physical Standards: for males : The minimum standards for height and chest girth shall be as follows: Height: - 163cm. Chest Girth: Normal: 79cm Expansion: 84 cm. (Board resolution passed under item no. 5 at the 139 th board meeting held on 30/06/2007.)
23	Cleaner	4440 – 7440 + G.P. 1300 Revenue & Forest Departme	To assist drivers in maintaining the vehicle in order and attend to any other work related to the job.	By nomination: 1. Educational Qualification: VIII Standard having a valid licence of driving vehicle. 2. Age: Not less than 18 years and not more than 33

		nt Resolution No. pay- 2010/ CR11/F-5 Dt. 14.6.2010		years, relaxable in case of Backward Class Communities upto 38 years. (Board resolution passed under item no. 5 at the 139 th board meeting held on 30/06/2007.)
24	Assistant	4440 – 7440 + G.P. 1300 Revenue & Forest Departme nt Resolution No. pay- 2010/ CR11/F-5 Dt. 14.6.2010	To render assistance in the job of vehicle maintenance, workshop, range office etc.	By nomination: of a candidate who has passed IV standard and has experience of similar work. Age: Between 18 to 33 years. Relaxable in case of SC/ST/DT/NTcommunities upto 38 years. (Govt. resolution no.FDC- 2010/432/CR77/F-5 dt.24/1/2011)

2) **Recruitment Rules For Posts of Officers**

Sr No.	Designation of the Post	Pay Scale	Job Responsibility	Educational and Other Qualifications and Mode of Recruitment.
1	2	3	4	5
1	Divisional Manager	15600 – 39100 + G.P. 6600 Revenue & Forest Department Resolution No. pay-2010/CR11/F-5 Dt. 14.6.2010	He will be in charge of the Forest Project Division and will be responsible for the conduct and management of the Division including inter alia, general administration, scientific management, development and protection of forests and all other ancillary, supplementary and incidental works.	100% of sanctioned posts in the cadre by promotion from the cadre of Assistant Manager with at least 3 years of continuous service on seniority cum merit basis. Revenue & Forest Departments letter No. FDC:2010/ 750/CR-110/F-5 Dt. 30/11/2013 (Board resolution passed under item no. 7 at the 107th board meeting held on 27/03/2012.)
2	Assistant Manager	9300 – 34800 + G.P.5000 Revenue & Forest Department Resolution No. pay-2010/CR11/F-5 Dt. 14.6.2010	To work under the supervision of Divisional Manager of Forest Project Division and to assist him in carrying out all forestry works, protection of forests & all other ancillary, supplementary and incidental works / activities subject to superintendence, control and direction of all authorities of Company above the rank of Divisional Manager.	50% By promotion of RFOs with at least 3 years of continuous service on seniority – cum merit basis. (Board resolution passed under item no. 7 at the 160th board meeting held on 27/03/2012.) By nomination : 50% 1. Educational Qualification: a)Candidates must possess a degree of statutory university with at least one of the following subjects. Botany, Chemistry, Forestry, Geology, Mathematics, Physics, Statistics, Zoology, Horticulture, Animal Husbandry & Veterinary Science

				<p style="text-align: center;">OR</p> <p>Bachelors Degree in Agriculture Engineering.</p> <p>b) A Person appointed to the post whether by nomination shall be required to pass the Departmental Examination and examinations in Hindi & Marathi according to the rules made in that behalf, unless he has already passed, or has been exempted from passing those examinations.</p> <p>2. Physical standards:</p> <p>a) The minimum physical standards shall be as follows:</p> <table border="1"> <thead> <tr> <th rowspan="2">Category of candidate</th> <th rowspan="2">Height (cms)</th> <th colspan="2">Chest Girth (Cms)</th> </tr> <tr> <th>With out expansion</th> <th>Minimum expansion required</th> </tr> </thead> <tbody> <tr> <td>Male</td> <td>163</td> <td>79</td> <td>5</td> </tr> <tr> <td>Female</td> <td>150</td> <td>74</td> <td>5</td> </tr> </tbody> </table> <p>The standards shall be as follows for candidates belonging to Scheduled Tribes</p> <table border="1"> <tbody> <tr> <td>Male</td> <td>152.5</td> <td>79</td> <td>5</td> </tr> <tr> <td>Female</td> <td>145</td> <td>74</td> <td>5</td> </tr> </tbody> </table> <p>a) Visual acuity 6/6 each eye with + 4.00 D after correction. There should be no infective conditions of external eye or squint. Candidates should be free from any colour blindness in his/her eyes.</p> <p>b) Male/Female candidates</p>	Category of candidate	Height (cms)	Chest Girth (Cms)		With out expansion	Minimum expansion required	Male	163	79	5	Female	150	74	5	Male	152.5	79	5	Female	145	74	5
Category of candidate	Height (cms)	Chest Girth (Cms)																								
		With out expansion	Minimum expansion required																							
Male	163	79	5																							
Female	150	74	5																							
Male	152.5	79	5																							
Female	145	74	5																							

				<p>must pass a physical test (walking test) covering a distance of 25/16 kms. within four hours on foot respectively.</p> <p>c) Subject to the conditions 2(a), 2(b) and 2(c) above, the selected candidates must pass the requisite physical and medical tests of FDCM Ltd.</p> <p>3. Age: Not less than 18 years and not more than 33 years, relaxable in case of Backward Class Communities upto 38 years.</p> <p>4.Probation period :</p> <p>The selected candidates shall be on probation for a period of three years, out of which two years period shall pertain to training in a Government of India recognized Forestry Training College and the remaining one year period shall pertain to field training prescribed by Managing Director.</p> <p>5.The inter-se seniority of persons appointed by nomination:</p> <p>The inter-se seniority of persons selected for appointment by nomination shall be determine on the basis of sum total of marks obtained in the</p>
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				<p>recruitment examination conducted by F.D.C.M. Ltd. and the marks obtained in the final examination conducted by Forestry Training Collage at the time of conclusion of the training course.</p> <p>6. Posting:</p> <p>A person appointed as Assistant Manager shall be liable for posting and transfer anywhere in the State of Maharashtra.</p> <p>(Board resolution passed under item no. 6 at the 171st board meeting held on 18/12/2014.)</p>
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(3) Recruitment Rules For Field And Executive Staff

Sr No.	Designation of the Post	Pay Scale	Job Responsibility	Educational and Other Qualifications and Mode of Recruitment.
1	2	3	4	5
1	Range Forest Officer	9300 – 34800 + G.P. 4400 Revenue & Forest Department Resolution No. pay-2010/CR11/F-5 Dt. 14.6.2010	To carry out, all works connected with forestry operations and other ancillary works according to the direction of his superiors with the help of foresters / forest guards. Disbursement of wages to the labourers, writing of daily cash book, compilation and submission of cash and	By nomination : 1.Educational qualification: a) Candidates must possess a Bachelors degree (Or equivalent) in science or engineering with minimum of 50% marks in any recognized university with at least one of the following subjects: Agriculture, Botany, Chemistry, Computer applications/ Computer science, Engineering, (Agriculture/Chemical/Civil/Computer/Electrical/Electronics/

			<p>timber accounts.</p> <p>Custody of Corporation's cash and property</p> <p>Forest conservancy and protection of wild life.</p> <p>Control and management of labour employed by the Corporation.</p>	<p>Mechanical), Environmental sciences, Forestry, Geology, Horticulture, Mathematics, Physics, Statistics, Veterinary science, Zoology.</p> <p>b)The Candidates shall have Marathi language in SSC or shall have certificate of any recognized Board to the effect that the candidate is conversant in Marathi language equivalent to S.S.C.</p> <p>Probation: Three Years out of which one and half year period shall pertain to training and one & half year period shall pertain to field training.</p> <p>2.Physical standards:</p> <p>a)The minimum standards for height and chest girth shall be as follows: For Male Candidate.</p> <table border="1"> <thead> <tr> <th rowspan="2">Category of candidate</th> <th rowspan="2">Height (cms)</th> <th colspan="2">Chest Girth</th> </tr> <tr> <th>Normal</th> <th>After expansion</th> </tr> </thead> <tbody> <tr> <td>Male</td> <td>163</td> <td>84</td> <td>89</td> </tr> <tr> <td>Female</td> <td>150</td> <td>79</td> <td>84</td> </tr> </tbody> </table> <p>Height is relaxable in case of candidates belonging to Scheduled Tribes as below. Male candidate : 152.5 cms Female candidate : 145 cms</p>	Category of candidate	Height (cms)	Chest Girth		Normal	After expansion	Male	163	84	89	Female	150	79	84
Category of candidate	Height (cms)	Chest Girth																
		Normal	After expansion															
Male	163	84	89															
Female	150	79	84															

				<p>b) Visual acuity 6/6 each eye with + 4.00 D after correction. There should be no infective conditions of external eye or squint.</p> <p>*c) Male/Female candidates must pass a physical test (walking test) covering a distance of 25/16 Kms. within 4 hours on foot respectively.</p> <p>3. The candidate shall be selected through M.P.S.C. and appointed upon successful completion of prescribed training course.</p> <p>4. Age: Not less than 18 years and not more than 33 years, relaxable in case of Backward Class Communities upto 33 years.</p> <p>By promotion: By promotion from trained Foresters who are considered fit for promotion on seniority- cum -merit basis, with a minimum of 8 years experience.</p> <p>5. The nomination and promotion shall be made in the ratio of 50:50 (Board resolution passed under item no. 7 at the 136th board meeting held on 27/09/2006.)</p> <p>(Board resolution passed under item no. 5 at the 131st board meeting held on 18/12/2014.)</p> <p>*(Board resolution passed under item no. 5 at the 171st board meeting held on 18/12/2004.)</p>
3	Forester	5200 – 20200 +	To work under the supervision of Range	By nomination : 1. Educational qualification:

		<p>G.P. 2400 Revenue & Forest Department Resolution No. pay-2010/CR11/F-5 Dt. 14.6.2010</p>	<p>Forest Officers and assist them in carrying out all forestry and other ancillary works, protection of forests and preservation of wildlife, investigation of offences issue of transit passes, collection of grazing revenue and compensation in forest offences and any other duties that may be allotted pertaining to Forests and Forestry works.</p>	<p>Bachelors degree or its equivalent in science or engineering with minimum of 50% marks. The candidates shall have Marathi language in S.S.C or shall have certificate of any recognized Board to the effect that the candidate is conversant in Marathi language equivalent to S.S.C. standard.</p> <p>2. Physical standards: a) The minimum standards for height and chest girth shall be as follows:</p> <table border="1" data-bbox="1040 814 1421 1150"> <thead> <tr> <th rowspan="2">Category of candidate</th> <th rowspan="2">Height (cms)</th> <th colspan="2">Chest Girth (cms)</th> </tr> <tr> <th>Normal</th> <th>After expansion</th> </tr> </thead> <tbody> <tr> <td>Male</td> <td>163</td> <td>79</td> <td>84</td> </tr> <tr> <td>Female</td> <td>150</td> <td>74</td> <td>79</td> </tr> </tbody> </table> <p>Height is relaxable in case of candidates belonging to Scheduled Tribes as below. Male candidate : 152.5 cms Female candidate : 145 cms</p> <p>b) Visual acuity 6/6 each eye with + 4.00 D after correction. There should be no infective conditions of external eye or squint.</p> <p>c) Male/Female candidates must pass a physical test (walking test) covering a distance of 25/16 Kms. within 4 hours on foot respectively.</p> <p>3. Appointment will be subject to passing of</p>	Category of candidate	Height (cms)	Chest Girth (cms)		Normal	After expansion	Male	163	79	84	Female	150	74	79
Category of candidate	Height (cms)	Chest Girth (cms)																
		Normal	After expansion															
Male	163	79	84															
Female	150	74	79															

				<p>Forester's training course at Forest Training School of Forest Department.</p> <p>4. Age: Not less than 18 years and not more than 28 years, relaxable in case of Backward Class Communities upto 33 years.</p> <p>*By promotion:</p> <p>i. Appointment to the post of Forester in FDCM Ltd. shall be made by promotion of a suitable person from the Regional gradation list of the Forest Guards, on the basis of seniority subject to fitness from amongst the persons holding the post of Forest Guard having not less than three years regular service in that post.</p> <p>ii. A person appointed as Forester shall complete a refresher training successfully of such duration as may be prescribed by the Forest Department from time to time at the Forester's Training School immediately after his promotion. In the event of failure to successfully complete such training, his increment shall be withheld until he successfully completes the prescribed training. However, the candidate shall not be eligible to draw arrears of increment so withheld. The promoted Forester shall be exempted from undergoing such training after attaining age of fifty four years. Increments shall not be</p>
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				<p>withheld in the event of failure of the concerned authorities to conduct such training programmes during the relevant year.</p> <p>5.The nomination and promotion shall be made in the ratio of 50:50</p> <p>(Board resolution passed under item no. 7 at the 136th board meeting held on 27/09/2006.)</p> <p>*(Board resolution passed under item no. 9 at the 157th board meeting held on 04/08/2011.)</p>														
4	Forest Guard	<p>5200 – 20200 + G.P. 1800</p> <p>Revenue & Forest Department Resolution No. pay-2010/CR11/F-5 Dt. 14.6.2010</p>	<p>Protection of forests. Forest produce and wildlife in his beat or charge, execution of various forestry operations and detection of forest offences and any other duties that may be allotted pertaining to forests and forestry works.</p>	<p>By nomination:</p> <p>1.Educational qualification: H.S.S.C. or its equivalent in science with minimum of 50% marks. The candidates shall have Marathi language in S.S.C or shall have certificate of any recognized Board to the effect that the candidate is conversant in Marathi language equivalent to S.S.C. standard.</p> <p>2.Physical standards:</p> <p>a)The minimum standards for height and chest girth shall be as follows:</p> <table border="1"> <thead> <tr> <th rowspan="2">Category of candidate</th> <th rowspan="2">Height (cms)</th> <th colspan="2">Chest Girth (cms)</th> </tr> <tr> <th>Normal</th> <th>After expansion</th> </tr> </thead> <tbody> <tr> <td>Male</td> <td>163</td> <td>79</td> <td>84</td> </tr> <tr> <td>Female</td> <td>150</td> <td>74</td> <td>79</td> </tr> </tbody> </table> <p>Height is relaxable in case</p>	Category of candidate	Height (cms)	Chest Girth (cms)		Normal	After expansion	Male	163	79	84	Female	150	74	79
Category of candidate	Height (cms)	Chest Girth (cms)																
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				<p>of candidates belonging to Scheduled Tribes as below. Male candidate : 152.5 cms Female candidate : 145 cms b) Visual acuity 6/6 each eye with + 4.00 D after correction. There should be no infective conditions of external eye or squint. c) Male/Female candidates must pass a physical test (walking test) covering a distance of 25/16 Kms. within 4 hours on foot respectively. 3. The persons appointed to the post of Forest Guard shall be required to undergo training course at Forest Guard Training School of Forest Department. 4. Age: Not less than 18 years and not more than 25 years, relaxable in case of Backward Class Communities upto 30 years</p> <p>(Board resolution passed under item no. 7 at the 136th board meeting held on 27/09/2006.)</p>
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4) Recruitment Rules for the posts of Engineering Cell

Sr No.	Designation of the Post	Pay Scale	Job Responsibility	Educational and Other Qualifications and Mode of Recruitment.
1	2	3	4	5
1.	Deputy Engineer	15600 – 39100 + G.P. 5400	Duties of the post involve designing, construction and maintenance of roads,	By nomination Educational Qualification (i) B.E. (Civil Engineering)

		Revenue & Forest Department Resolution No. pay-2010/ CR11/F-5 Dt. 14.6.2010	buildings public health and irrigation works in the FDCM Ltd.	OR ii) Certificate of MS-CIT or equivalent certificate of D.O.E.A.C.S. Probation :- One year Age: Not more than 33 years. Relaxable in case of Backward class communities upto 38 years. (Board resolution passed under item no. 5 at the 139th board meeting held on 30/06/2007.)
2	Junior Engineer	9300 – 34800 + G.P. 4300 Revenue & Forest Department Resolution No. pay-2010/ CR11/F-5 Dt. 14.6.2010	Duties of the posts involve designing, construction and maintenance of roads, buildings, public health and irrigation works in the FDCM Ltd.	By nomination: 1.Educational Qualification: (i) Diploma in Civil Engineering ii) Certificate of MS-CIT or equivalent certificate of D.O.E.A.C.S. 2.Probation : One year 3.Age: Not more than 33 years, relaxable in case of Backward Class Communities upto 38 years. (Board resolution passed under item no. 5 at the 139th board meeting held on 30/06/2007.)
3	Draftsman	5200 – 20200 + G.P. 2800 9300 – 34800 + G.P. 4200 (After 4 year Service)	i) To assist Deputy Engineer and Junior Engineer and work under their control. ii) To prepare necessary drawings and estimates as required.	By nomination: 1.Educational qualification: i) ITI in Civil Draftsman Trade. ii) Certificate of MS-CIT or equivalent certificate of D.O.E.A.C.S.

		<p>Revenue & Forest Department Resolution No. pay-2010/ CR11/F- 5 Dt. 14.6.2010</p>		<p>2.Probation: One year</p> <p>3. Age: not less than 18 years and not more than 33 years, relaxable in case of Backward Class Communities upto 38 years.</p> <p>(Board resolution passed under item no. 5 at the 139th board meeting held on 30/06/2007.)</p>
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CHAPTER: 5

DEPARTMENTAL/PROMOTIONAL EXAMINATION

1) Rules of Departmental Examination for Range Forest Officers

Rule No. 1: Title, Extent of Application and Date of Commencement.

- i) These rules may be called “the Rules of Departmental Examination for Range Forest Officers, 1988.
- ii) These rules will be applicable to all Range Forest Officers who are working in FDCM Ltd.
and who shall be recruited as Range Forest Officers in FDCM Ltd henceforth.
- iii) They shall come into force from date of approval by the Board.

Rule No. 2: Definitions:

Unless the context otherwise requires, the terms defined in these rules are used in the sense here explained.

- 1) **Company** means Forest Development Corporation of Maharashtra Ltd. which is established under the company Act 1956.
- 2) **Board of Directors and Managing Director** means Company’s Managing Director.
- 3) **Range Forest Officer** means Range Forest Officer (R.F.O.) already in the Service of Company and Range Forest Officers who will join the Company hereafter. This does not include Range Forest Officers on deputation to Company from Government.
- 4) **Departmental Examination** means departmental examination prescribed by Company under these rules.
- 5) **Examinee** means the Range Forest Officer who is appearing for this examination.

Rule No.3: Inevitability of Passing the Departmental Examination and Effects

- 1) Every Range Forest Officer (R.F.O.), other than the Range Forest Officers who are exempted from passing the Departmental Examination as per exemption clause No.3-B of these rules, will be required to pass the Departmental Examination within 5 years period from the date of taking over the charge of the post.
- 2) The annual increment of the RFOs other than the RFOs who are exempted from passing the Departmental Examination as per exemption clause No.3-B of these rules who do not pass the Departmental examination within the prescribed period, will be withheld, or the Managing Director, under his discretion can retire such RFOs from service or can handle such cases by other means as deemed fit.

Note:- The annual increment so withheld shall be withheld until RFO passes the Departmental Examination. The date of annual increment, on passing the Departmental Examination, will not be postponed in case the candidate passes the Departmental Examination on expiry of prescribed period.

- 3) The RFO other than the Range Forest Officers, who are exempted from passing the Departmental Examination as per exemption clause No.3-B of these rules shall not be confirmed in his cadre, unless he passes the Departmental examination.
- 4) The RFO other than the Range Forest Officers who are exempted from passing the Departmental examination as per exemption clause No.3-B of this rule shall not be considered fit for promotion as Assistant Manager, unless he passes the Departmental examination.
- 5) Examinee shall be eligible to claim travelling allowance for appearing for the Departmental examination, maximum upto two times. In case the examinee fails in the examination, the Managing Director may after considering the performance of the candidates in Departmental examination issue certificate for sanctioning T.A. to the examinee.

Rule No. 3-B : Exemption Clause :-

- 1) The Foresters who are promoted as Range Forest Officers shall not be required to pass the Departmental examination prescribed for RFOs of FDCM Ltd. This exemption from passing the Departmental examination shall remain effective up to their promotion in the cadre of Assistant Manager.
- 2) Range Forest Officers shall be exempted from passing the Departmental examination prescribed for RFOs of FDCM Ltd. when they attain the age of 45 years.
- 3) Range Forest Officers of FDCM Ltd. who have passed the Departmental examination prescribed for Range Forest Officers of Forest Department of M.S. in “Forest Laws” shall be exempted from passing the Departmental examination of FDCM Ltd. in the subject “Forest Act “. All such RFOs will be required to pass the Departmental examination in all remaining subjects, prescribed for the Departmental examination of Range Forest Officers of FDCM Ltd.

Rule No. 4 :

Departmental examination shall be conducted once in a year, generally in the month of November or December, or under exceptional situations the Managing Director shall decide the suitable time of the examination.

Rules No.5 :

There will be examination in 3 papers carrying 100 marks each. Question papers and their syllabus shall be as under-

Question Paper No.	Subject	Syllabus
1	Forest Act (without books)	1.The Indian Forest Act (XVI of 1927) as modified up-to-date with all the rules and orders thereunder, published and in force for the time being under that Act. 2.Maharashtra Forest Manual (Vol.II) 3.Other Forest Acts implemented by Government of India and State Government. 4.The Wildlife Protection Act, 1972 as modified upto date and rules thereunder.
2	Accounts and Procedure (with books)	1) Industrial Dispute Act. 2) Payment of Wages Act. 3) Indian Penal Code. 4) Criminal Procedure Code. 5) Primary Knowledge of Banking. 6) Information about Insurance. 7) Provident Fund Act. 8) Negotiable Instrument Act. 9) FDCM Service Condition Rules, e.g. leave rules. T.A.rules etc.
3	Technical Subject (without books)	1) Silviculture. 2) Forest Management 3) Wild Life Management 4) Working Plan Code 5) Planting Techniques and Nurseries. 6) Plantation and Afforestation. Questions will be asked on similar type of technical subjects and on practical field works.

Rule No. 6 :

- A) Examinee securing 50% or more marks in every subject will be declared successful in the examination.
- B) Examinee whose aggregate marks in all subjects are 75% and more will be declared as “ successful with distinction”

- C) A note about “successful with distinction” will be taken in the Confidential Report of the candidates who score 75 % and more aggregate marks in all subjects.
- D) Unsuccessful examinee will be exempted from appearing in the subject in which he has scored more than 60% marks.

2) Rules for Promotional Examination for the Post of Assistant pay and Account officer from the cadre of Accountant.

1. Short Title & Commencement:

These rules may be called the Promotional Examination Rules for AP & AO

2. Definitions:

In these rules, unless the context otherwise requires,

- i. “**Corporation**” means the Forest Development Corporation of Maharashtra Limited.
- ii. “**Accountant**” means a person promoted or absorbed to the post of Accountant in the Corporation.
- iii. “**Appendix**” means an Appendix to these rules.
- iv. “**Appointed day**” means the date of coming into force of these rules.
- v. “**Examination**” means the examination prescribed under these rules.
- vi. “**Competent Authority**” means the Managing Director of the Corporation.

3. Necessity of Passing the Examination:

Every Accountant shall be eligible to appear for this examination.

4. Consequences of Failure to Pass the Examination:

Subject to other provisions in other service rules, an Accountant who does not pass this examination shall not be eligible for promotion to the post of Asstt. Pay and Accounts Officer.

5. Exemption:

An Accountant whether absorbed or promoted before or after the appointed day, shall be exempted from passing this examination, if he has attained the age of forty five years on the appointed day or attains that age on any day thereafter.

6. Examination When to be Held:

The examination shall be held either in Marathi or in English or in both the languages by the Competent Authority once in a year during suitable months. If necessary, the Examination may be held twice in a year with such intervals as the Competent Authority may determine or no examination may at all be held in a particular year.

7. Syllabus Etc.:

The Examination shall consist of four written papers, each paper being of 100 marks and of three hours duration. A person appearing for the examination shall have an option to write the answers in the papers either in Marathi or English language. The syllabus for the examination shall be such as mentioned in Appendix – I

8. Percentage for Passing:

- 1) The percentage required for passing the Examination shall be 45% in each paper and 50 % in the aggregate.
- 2) Grace marks may be allowed by the Competent Authority upto one percent of the total marks, to be distributed as may be more beneficial to the Accountant if he is there by able to pass the examination.
- 3) An Accountant, who fails in the examination but secures 60% or more marks in any paper, shall be entitled to exemption in that paper, if he claims in writing in the Application form an exemption from appearing for that paper in his subsequent attempts in the Examination and thereupon he shall be so exempted.
- 4) An Accountant who secures 60% marks or more of the aggregate but fails in any one of the papers shall not be required to appear for the entire examination again but he shall be required to appear only in that paper in which he has failed, if he claims in writing in the Application form in Appendix-B an exemption from appearing for the remaining papers.

9 Credit:

In case of an Accountant who passes the examination at the first attempt and secures 70% (Seventy) or more marks in any paper, an entry regarding his performance in that paper shall be recorded in his confidential record and shall be entitled for two advance increments.

3) Rules for the Departmental Examination of Accounts Assistant/Clerks

1. Short title and commencement: These rules may be called post Recruitment Rules of Departmental Examination of Accounts Assistant by nomination and Promotional Examination Rules of Clerks.

2. Definitions :

- a) **“Corporation”** means the Forest Development Corporation of Maharashtra Limited.
- b) **“Accounts Assistant, Clerks, Typist”** means persons promoted or directly appointed to these posts in the Corporation.
- c) **“Appendix”** means an Appendix to these Rules.
- d) **“Examination”** means the examination prescribed under these Rules.
- e) **“Competent Authority”** means the Managing Director of the Corporation.

3. Necessity of Passing the Examination:

- a. Every Accounts Assistant who is appointed directly to the post after the appointed date shall be required to pass the Examination.
- b. Every clerk recruited or promoted shall be required to pass the Examination before he is promoted to the post of Accounts Assistant.

4. Period and Number of Chances for Passing the Examination:

- a) Accounts Assistant shall pass the Examination during the period of probation, including the period of extension of probation.
- b) Every Clerk/Typist shall pass the Examination before he is promoted to the post of Accounts Assistant.

5. Consequences of Failure to Pass the Examination:

- 1) Accounts Assistant who fails to pass the Examination within the stipulated period, his services shall be liable for termination unless extra chances are granted by the Competent Authority on merits of the case.
- 2) Every Clerk/Typist who does not pass this Examination shall not be eligible for promotion to the post of Accounts Assistant.

6. Exemption from Passing the Examination:

- a) A Clerk/Typist whether appointed before or after the Appointed day shall be exempted from passing the examination, if he has attained the age of forty five years on the appointed day or attains that age on any day thereafter.

b) A Clerk appointed before the appointed date i.e.3.12.1985 shall be exempted from passing the examination if he has completed continuous service of five years or more in the post of clerk on the appointed date, i.e. 3.12.1985.

7. The examination shall be held either in Marathi or in English or in both the languages by the Competent Authority once or twice in a year during suitable months and with such intervals as the Competent Authority may determine or no examination may at all be held in any particular year.

8. Syllabus:The examination-shall consist of three written papers of 100 marks each and of three hours duration. A candidate shall have the option to write the papers either in Marathi or in English language.

The syllabus for the examination shall be such as mentioned in the Appendix - II.

9. Percentage for Passing:

1) The percentage required for passing in the examination shall be 35% in each paper and 40% in the aggregate.

2) Grace marks may be allowed by the Competent Authority upto one percent of the total marks to be distributed as may be beneficial to the candidate.

3) A candidate who fails in the examination but secures 50% or more marks in any paper shall be exempted in that paper, if he claims the same in writing by application in the form.

10. A candidate who secures 50% or more aggregate marks but fails in any one of the paper shall not be required to appear for the entire examination again but he shall be required to appear only in the paper in which he has failed.

11. Credit:

In case of a candidate who passes the Examination at the first attempt and secures 70% or more marks in any paper, an entry regarding his performance in that paper shall be recorded in his confidential record, and shall be entitled to one advance increment in the existing scale.

APPENDIX - I

Syllabus for The Examination For Accountant

Paper	SUBJECT	Books Prescribed
I (Without Books) 100 Marks	Section 'A' : 50 Marks Method of conducting official correspondence. Précis writing & drafting. Translation from English to Marathi & vice-versa. Section 'B' : 50 Marks Forest Act & Forest Working	M.F.M. Vol. I & II
II (Without Books) 100 Marks	Service Rules (Theory & Practical)	1. M.C.S.(Pay) Rules 1981 2. M.C.S. (Leave) Rules,1981 3. M.C.S.(General conditions of Service) Rules,19 81. 4. D.E. Manual 5. Digest of FDCM. 6. E.P.F. Scheme.
III (Without Books) 100 Marks	Book Keeping & Accountancy Fundamental principles of accounting final accounts, depreciation reserves, Receipt & Payment Accounts, Income & Expenditure Accounts, Company Balance Sheet.	Advance Accounts by M.C. Shukla & T.S Agrawal (1978 Edition) Chapter I,II,VI and Sections & Schedule relating to Accounts and Audit of Company's Act, 1956.
IV (With Books) 100 Marks	Acts and Rules 1. Industrial Dispute Act & Rules. 2. Payment of Bonus Act. 3. Payment of Gratuity Act. 4. Minimum Wages Act. 5. Workman Compensation Act. 6. Sales Tax Act/General 7. Income Tax Act. 8. Professional Tax 9. Purchase of Stores, P.W. Accounts Estimates, Sanctions, Muster Rolls, Measurement Books, Bill.	Maharashtra Cont. Expenditure Rules, Appendix-VI, F.D.C.M.Ltd. Digest. Maha. Public Works Manual Chapter-III Section A to I, K, RI & S. Chapter-VI Appendix 8,10,11,21,22 and 29

APPENDIX : II

Syllabus for the Post Recruitment Departmental Examination for Accounts Assistants and Promotional Examination for Clerk/ Typist in Forest Development Corporation of Maharashtra Limited.

Paper No.	SUBJECT	Books Prescribed.
I (Without Books) 100 Marks	<p>Section 'A':- 50 Marks</p> <p>1. Method of conducting official correspondence.</p> <p>2. Precise writing & drafting.</p> <p>3. Translation from English to Marathi & Vice – versa.</p> <p>Section 'B':-50 Marks. General Knowledge of Forestry Operations.</p>	<p>Govt. of Maharashtra G.A.D's Hand Book for Training of Ministerial Cadre.</p> <p>M.F.M. Vol. I & II</p>
II (Without Books) 100 Marks	<p>Rules and Manuals of General Application (Theory)</p>	<p>1. F.D.C.M. Digest.</p> <p>2. M.C.S.(Pay) Rules 1981</p> <p>3. M.C.S.(Leave) Rules 1981</p> <p>4. Mah. Contingent Expdt. Rules.</p>
III (Without Books) 100 Marks	<p>Elements of Double Entry Rules for Journalising, Cash Book, Banking Transactions Journal etc.</p>	<p>Double Entry Book Keeping by J.R. Batloboi (Chapter I,II,V,VI & VIII)</p>

CHAPTER: 6

RETIREMENT RULES

FDCM Ltd. Service Conditions (Retirement) Rules, 1988 (Ammended 2001)

(1) Short Title, Commencement and Extent of Application:

- i) These rules may be called 'The Forest Development Corporation of Maharashtra Limited Service Condition (Retirement) Rules, 1988 (Amended 2001)
- ii) These rules shall come into force from the date of approval by the Board of Director of the F.D.C.M. Ltd.
- iii) These rules shall apply to the employees who are / were in service in FDCM Ltd. and to employees who join the service in FDCM Ltd. hereafter.

(2) Definitions:

Unless the context otherwise requires, the terms appearing in these rules are used in the sense explained hereunder:-

- A) '**Government**' means Government of Maharashtra
- B) '**Company**' means Forest Development Corporation of Maharashtra Limited
- C) '**Board of Directors**' means Company's Board of Directors and 'Managing Director' means Company's Managing Director.
- D) '**Employee**' means all employees in the service of Company, except the employees who are on deputation to the Company from the Government, the Central govt. or any other organisation.
- E) '**Superior Service**' means the service on such posts for appointment to which sanction from the Board of Directors is required.
- F) '**Services of Class IV**' means which are categorically classified as Class IV by the Company.
- G) "**Month**" means thirty days, irrespective of the number of days in a calendar month.
- H) "**Day**" means the period beginning from one midnight and ending with the immediately succeeding next midnight.
- I) "**Competent Authority**" means the Authority which has the power to make substantive appointment to the post from which the employee retires and in case of employees in superior service the Managing Director.
(¹ Added vide Order No. ADM/EST/5263, Dated 3/5/1988)
- J) "**Review Committee**" means Departmental Promotion Committee constituted by the Managing Director for the respective post.

(3) Age of Retirement:

3.1 Employees other than class IV employees shall retire from service in the afternoon of the last day of the month in which he attains the age of 58 years.

3.2 Class IV employees shall retire from service in the afternoon of the last day of the month in which he attains the age of 60 years.

3.3 An employees, whose date of birth is 1st of a month shall retire from service on the afternoon of the last day of the preceding month of attaining the age of 58 years or 60 years, as the case may be.

3.4 The Competent Authority shall be fully competent to retire any employee from service

When:-

- i. An employee of superior service attains 50 years of age.
- ii. An employee, other than mentioned in 3.4 (i) above, attains 55 years of age.

Provided that -

i) Before retiring the employee, such case should be scrutinized by the Review Committee, and it should be confirmed that retirement of the employee is beneficial to the Company.

ii) Minimum three month's notice or three month's pay and allowances in lieu of such notice, shall be given to the employee by the Company.

iii) Before expiry of the notice period, if the employee requested for grant of leave available at his credit, he shall be entitled for such leave, till he attains the age of 58 years or 60 years as the case may be.

4. Voluntary Retirement:

- i) Employees of superior service who attain the age of 50 years, and
- ii) Employees, other than mentioned in 4 (i) above, when attain the age of 55 years, or
- iii) Employees who have completed 20 years continuous service.

may retire from service voluntarily by giving written notice of not less than 3 months to the Competent Authority.

5. Retirement on Medical Grounds:-

- i) Competent Authority shall be fully competent to retire the employee, or
- ii) The employee may also seek retirement,

if he is declared to be unfit for further service by the Competent Medical Authority of the Government, at any time, with immediate effect.

6. In computing the notice period of 3 months referred to in these rules, the date of serving of notice and the date of its expiry shall be excluded.
7. The three months notice referred to in these rules may be given either before or after the employee attains the age of fifty or fifty five years as the case may be, provided that the retirement takes place, after he has attained the age of fifty or fifty five years, as the case may be.
8. Any dispute regarding the implementation of these rules shall be referred to the Managing Director and his decision in the matter shall be final.

CHAPTER: 7

LEAVE

1) Employees Leave Rules

1. GENERAL

1. These rules may be called the FDCM Employees Leave Rules.
2. In these rules unless the context otherwise requires,
 - i) **'Board'** means the Board of Directors of the Forest Development Corporation of Maharashtra Ltd.
 - ii) **'Competent Authority'** means the Managing Director of the Forest Development Corporation of Maharashtra Limited or such other officer or officers of the Corporation to whom the Managing Director may delegate powers in respect of any or all of the matter provided under the rules.
 - iii) **'Corporation'** means the Forest Development Corporation of Maharashtra Limited.
 - iv) **'Employee'** means an employee of the Forest Development Corporation of Maharashtra Limited whether directly recruited or taken on deputation.
3. (i) These rules shall apply to all the employees of the Forest Development Corporation of Maharashtra Limited, whether directly recruited or taken on deputation.

(ii) The powers to interpret these rules and to sanction the claims will be exercised by the Competent Authority.

4. Maharashtra Civil Services (Leave) Rules, 1981 as applicable to the employees of the State Government shall be applicable to the employees of this Corporation.
5. Govt. Resolulim No. IFS-2011/प्र. 169/F-7/Dt. 9/8/2011 is attached herewith & also Central Civil Services (LTC) rules 1988 – clarification regarding reimbursement of fare in respect of travel by Air to visit NER, Dt. 14/5/2008, 2/5/2008 & Dt. 23/9/2008.

2) (i) Payment of Leave Salary to Govt. Servants on Foreign Service

The procedure for reimbursement of leave salary paid to Government servants on deputation to FDCM Ltd. was prescribed vide MD Office Circular No.ADT/2293 dt. 6.11.1976. As per this procedure the leave salary paid to Government servant had to be reimbursed from the concerned Head of Office of the Government Department in the case of Non-Gazetted Servant and from the Audit Officer in the case of Gazetted Officers. Now the system has been changed and the service record of M.F.S. officers and I.F.S. Officers are being maintained in the office of the Principal Chief Conservator of Forests, M.S. and in Mantralaya Mumbai respectively. In

view of the change in system, the leave salary paid to Government servants on deputation needs to be reimbursed as under.

Sr. No.	Cadre of Officers	Authority from which the reimbursement is to be claimed
1	I.F.S. Officers	Asstt. Director, I.F.S. (Acctts.) Revenue & Forest Department Mantralaya, Mumbai.
2	M.F.S. Officers	Principal Chief Conservator of Forests, M.S., Nagpur.
3	M.F.S. Officers from Finance Department	Director, Accounts & Treasures, M.S. Mumbai.

The bills for the claim of reimbursement of leave salary are processed through Managing Director's office.

**(2) ii) Payment of Leave Salary to Govt. Servants on Deputation to Fdcm Ltd.
Reimbursement Of**

CIRCULAR

No.ADT/2293

Dated the 6th Nov.76.

Subject: Payment of L.S. to Govt. Servants on deputation to FDCM Ltd.-Reimbursement of.

A revised procedure for the payment of leave salary to Govt. Servants on foreign service has been prescribed by Govt. w.e.f. 1/10/75 vide F.D. Circular No.FNS/259/75/SFR-8 dated 18/9/75, according to which the leave salary to Government servants on foreign service may be initially paid by the foreign employer and got reimbursed every six months from the concerned head of office of the Govt. Deptt. in the case of Non Gazetted Officers and Audit Officer in the case of Gazetted Officers. The half yearly reimbursements will be in respect of the periods from April to Sept. and from October to March. In order to keep a watch over the reimbursement of such claims, it has been directed vide this office letter No. Local audit/4294 dated 18-5-76 to maintain a register in the prescribed proforma.

2. Some of the subordinate officers have enquired about the mode of presentation of such reimbursement claims. The procedure to be followed is indicated below.

3. A bill for the claim of reimbursement may be prepared in a simple receipt form as shown in the Annexure. The bill should be supported by.

- i) A copy of the order sanctioning leave.
- ii) Charge reports for handing over and taking over in the case of Gazetted Officers only.
- iii) Statement showing how the rate of leave salary per month is arrived at.

A separate bill may be prepared for each spell of leave entered in the register. In the months of April and October every year, such bills may be prepared and presented to the Heads of Officers/A.G. Maharashtra II, Nagpur as the case may be who will arrange payment to the Divisional Manager concerned.

4. In the case of Gazetted Officer, the A.G., after passing the bill, will transmit it to the Head of office in which the officer last served prior to his deputation. The Head of office of that office if he is not a direct drawing officer on the S.B.I. (in case of officer on deputation from departments other than Forest Deptt.) will present the passed bill to the treasury and arrange payment to the Divisional Manager concerned by Bank Draft. In case the head of office is a direct drawing officer on the S.B.I. (as in the Forest department) he will arrange payment directly without intervention of the treasury.

ANNEXURE

Simple Receipt Form

(Applicable to a Non-Gazetted Officer)

Classification: - (A)

Received a sum of Rs.....(Rs.....
.....) from the
representing the reimbursement of leave salary @ Rs.....p.m. for the period from
.....to.....which was originally paid to Shri.....

Name designation

from Corporation Funds.

.....leave form.....to.....has
been sanctioned vide order No.....dt.....
of the.....

Certified that the amount which is claimed in this bill has been disbursed to
Shri.....and
his acquittance obtained and kept on record of the office.

Date : Signature.....

Place : Name.....

Designation.....

(A) Here state the head of account to which the pay and allowances of the
Government servant were classified immediately prior to coming on deputation.

ANNEXURE

**Simple Receipt Form
(Applicable to a Gazetted Officer)**

Classification: - (A)

Received a sum of Rs.....(Rs.....
.....) from the
representing the reimbursement of leave salary @ Rs.....p.m. for
the period from.....to.....
which was originally paid to Shri.....

Name designation

from Corporation Funds.

.....leave from.....to.....
.....has been sanctioned vide Order No.....
dt.....Of the.....(Copy enclosed)

Certified that the amount which is claimed in this bill has been disbursed to
Shri.....
and his acquittance obtained and kept on record of this office.

Payment may be arranged through the (B).....
.....

Date : Signature.....
Place : Name.....
Designation.....

(A) Here state the head of account to which the pay and allowances of the Government servant were classified immediately prior to coming on deputation.

(B) Here state the designation of Head of office in which the Govt. servant last served immediately prior to coming on deputation.

2) (iii) Payment of Salary to Govt. Servants on deputation to F.D.C.M.Ltd. No. ADT/3651 Nagpur, dt. The 17th Jan77.

CIRCULAR

SUB: Payment of Leave Salary to Government Servants of deputation to the Forest Development Corporation of Maharashtra Ltd. reimbursement of.

Please refer to the Circular No. ADT/2293 dated 6-11-76 Prescribing procedure for claiming reimbursement of leave salary paid to the deputationists from the Corporation Fund A question has been raised whether revenue stamp is necessary to be affixed on the simple receipt bill form, while preferring the claim for reimbursement. It is hereby clarified that it is obligatory to affix the revenue stamp on the bill vide. Article 30 of the Indian Stamp Act 1899.

CHAPTER: 8

CONDITION OF DEPUTATION/ABSORPTION

Officers of Indian Forest Service as well as the State Forest Dept. are required for working of FDCM Ltd. The All India Service officers working on deputation in FDCM Ltd. are governed by terms and conditions of deputation as enlisted in Revenue and Forest Department GR No. AFO-1096/3124/CR 228/f-7 dt. 21 Jan., 1997.

For Officers of State Forest Dept. and Finance Dept. working on deputation in FDCM Ltd. the terms and conditions given in the Finance Dept., Govt. Resolution No.FNS 1074/4268/74/SER-8 dt. 21 June, 1976 are applicable.

1) Deputation of I.F.S. Officers to the FDCM Ltd., Nagpur, Standard Terms and Conditions

There are various posts in the Forest Development Corporation of Maharashtra, Nagpur which are essentially required to be manned by the Indian Forest Service (I.F.S.) Officers. A provision for deputation of I.F.S. Officers to the Forest Development Corporation of Maharashtra Ltd., Nagpur has, therefore, been made in the State Deputation Reserve in the I.F.S. Cadre. Several Forest Officers belonging to the I.F.S. (Maharashtra Cadre) are being deputed to the Forest Development Corporation of Maharashtra Ltd., Nagpur from time to time. It is, therefore, necessary to prescribe standard terms and conditions of their deputation to the Forest Development Corporation of Maharashtra Ltd., common to all I.F.S. Officers, so deputed, instead of prescribing terms and conditions of each officer separately. Standard terms and condition of IFS officers on deputation to FDCM Ltd. is equal vide G.R.

जोडपत्र

शासन नियम, महसूल व वन विभाग मां एफओ १०९६/३१२४/प्र. २२८/फ-७

दि.२१ जानेवारी १९९७

भारतीय वन सेवेतील अधिकाऱ्यांची स्वीयेतर सेवेत बदली कर यासंबंधातील

सर्वसाधारण अटी व शर्ती.

(१) प्रतिनियुक्तीचा कालावधी:- भारतीय वन सेवा अधिकाऱ्यांच्या ज्या दिनांकास शासकीय सेवेतील पदाचा कार्यभार सुपूर्द करील त्या दिनांकापासून स्वीयेतर सेवेचा प्रारंभ होईल. आणि ती सेवा ज्या दिनांकाला तो आपल्या शासकीय सेवेतील पदाचा कार्यभार पुन्हा स्विकारिल त्या तारखेला समाप्त होईल. भारतीय वन सेवा अधिकाऱ्यांचा प्रथमतः तीन वर्षांच्या कालावधीसाठी स्वीयेतर सेवेत प्रतिनियुक्तीवर राहिल, परंतु

अ) जर त्यांची सेवा लोकांसेवेच्या हिताच्या दृष्टिने शासनास आवश्यक वाटली तर त्यांना त्यांचा प्रतिनियुक्तीचा कालावधी पूर्ण होण्यापूर्वी स्वीयेतर सेवेतून व्हावी परत बोलाव याचा हक्क शासनास असेल.

ब) त्यांच्या सेवेची आवश्यकता स्वीयेतर संस्थेस नसेल तर ती त्यांना शासन सेवेत परत पाठवू शकेल. मात्र, ज्या दिनांकापासून तसे रावयाचे असेल त्याच्या मित मी ३ महिने आगेदर तसे ळविणे आवश्यक राहिल.

-) भारतीय वन सेवा अधिा-याला िमान तीन महिन्याची नोटीस शासनास देवून मूळ विभाा डे परत घे याची मुभा राहिल.
- ३) **वेतन** : भारतीय वन सेवा अधिा-यांना शास िय सेवेत जे वेतन मिळाले असते तेच वेतन स्वीयेतर सेवेच्या ालावधीत अनुज्ञेय राहिल. त्यांच्या वार्षि वेतनवाढी मंजूर र याबाबत आदेश शासनाच्या महसूल व वन विभाा डून निमित र यात येतील.
- ४) **प्रतिनियुक्ती भत्ता** :- स्वीयेतर सेवेतील शास िय र्मचा-यांच्या प्रतिनियुक्ती भत्यात शासनाने त्यांचे दि. ८/४/२०१३ च्या नि ियाने सुधार ाली आहे. सोबत नि ियाची प्रत संल न.
- ४) **महााई भत्ता** :- भारतीय वन सेवा अधिारी हयांना प्रतिनियुक्तीच्या ालावधीत, अिल भारतीय सेवा अधिा-यांना वेळोवेळी ज्या दराने महााई भत्ता अनुज्ञेय असेल त्या दराने महााई भत्ता अनुज्ञेय असेल.
- ५) **स्थानि पूर भत्ता** :- भारतीय वन सेवा अधिारी हयांना राज्य शासनाच्या नियमानुसार / आदेशानुसार वेळोवेळी अनुज्ञेय असेल त्या दराने स्थानि पूर भत्ता अनुज्ञेय असेल.
- ६) **निवासस्थान िवा त्याऐवजी घरभाडे भत्ता** :- भारतीय वन सेवा अधिारी हयांना प्रतिनियुक्तीच्या ालावधीत त्यांच्या दर्जास साजेसे निवासस्थान स्वीयेतर सेवेतील संस्था देईल. तथापि, ती संस्था त्यांना यो य असे निवासस्थान देवू श त नसेल आि त्यांच्या ताब्यात प्रतिनियुक्तीवर जा यापुर्वी शास िय निवासस्थान असेल तरच ते शास िय निवासस्थान प्रतिनियुक्तीच्या ालावधीत आपल्या ताब्यात ठेवू श तात. मात्र, प्रतिनियुक्तीवर ळ्याच्या दिनां िपासून पहिले ३ महिने त्यांना विहीत सामान्य दराने व त्यानंतर आर्थि दराने शास िय निवासस्थानाचे अनुज्ञप्ती शुल् व सेवाशुल् भर ळे आवश्यक आहे.स्वीयेतर सेवेतील व संस्थेच्या नियमानुसार त्यांना भाडेरहीत तत्वावर निवासस्थान देय असेल तर त्याचा लाभ भारतीय वन सेवा अधिारी हयांना घेता येईल.

प्रतिनियुक्तीच्या सदर ालावधीत त्यांच्या ताब्यात शास िय िवा संस्था यांचे निवासस्थान नसेल तर त्यांना राज्य शासनाच्या नियमानुसार वेळोवेळी अनुज्ञेय असलेला घरभाडे भत्ता अनुज्ञेय असेल.

- ७) **पदऱह ा अवधी वेतन आि बदली प्रवास भत्ता** :- भारतीय वन सेवा अधिारी हयांना त्यांची स्वीयेतर सेवेत बदली झाल्यानंतर आि तेथून परत आल्यानंतर, अशा दोन्ही वेळच्या पदऱह ा अवधीमध्ये त्यांचे वेतन व प्रवासभत्ता तो अधिारी ज्या शासनाच्या सेवेत असताना स्वीयेतर सेवेत ळेला असेल ते शासन िवा स्वीयेतर सेवेतून परत आल्यानंतर ज्या शासनाच्या सेवेत जा ार असेल ते शासन यांच्या संबंधित नियमानुसार स्वीयेतर सेवेतील संस्था देईल.
- ८) **प्रतिनियुक्तीच्या ालावधीत र्तव्यार्थ लेल्या प्रवासा रिता प्रवास भत्ता** :- भारतीय वन सेवा अधिारी हयांना स्वीयेतर सेवेत रुजू इ ाल्यानंतर र्तव्यार्थ राव्या ला ा-या प्रवासां रिता राज्य शासनाच्या संबंधित नियमान्वये िवा या संस्थेच्या नियमान्वये यापै ि ज्यांचे नियम अधिा फायदेशीर असतील त्या नियमानुसार प्रवासभत्ता आि दैनि भत्ता अनुज्ञेय असेल.
- ९) **रजा** :- (अ)भारतीय वन सेवा अधिारी हयांना प्रतिनियुक्तीच्या ालावधीत अिल भारतीय सेवा (रजा) नियम १९५५ हे नियम लाू असतील. या ालावधीत त्यांना नैमित्ति व वै ल्पि रजा व्यतिरिक्त इतर रजा मंजूर र यास शासन महसूल व वन विभाा शासन नि िय ळ. आयएफएस-२११/प्र. ळ. १६९/फ-७ दि. ९/८/२०११ अन्वये महाराष्ट्र वन वि ास महामंडळात ार्यरत असलेल्या अधिा-यांच्या बाबतीत सर्व प्र ारच्या रजा व रजा प्रवास सवलत मंजूर र याचे अधिार व्यवस्थाप िय संचाल , महाराष्ट्र राज्य वन वि ास महामंडळ, नाापूर यांना लाू राहतील. स्वीयेतर सेवेच्या ालावधीत अथवा अ ळेरीस घेतलेल्या रजेच्या ालावधीबद्दल द्यावयाच्या रजा वेतनाचा व ळे त्याही स्थानि पूर भत्यावरील संपूर् ि र्च स्वीयेतर सेवेतील संस्थेस सोसावा ला ळेल.
- ब) **प्रसुती रजा** :- भारतीय वन सेवा अधिारी हयांनी सदर स्वीयेतर सेवेतील प्रतिनियुक्तीच्या ालावधीत अथवा प्रतिनियुक्ती संपताना प्रसुती रजा घेतल्यास त्या रजा ालावधीत रजा वेतनाच्या र्च स्वीयेतर सेवेतील संस्थेस सोसावा ला ळेल. (ही अट स्त्री अधिा-यांनाच लाू र यात यावी.)

- १०) **रजा वेतन व निवृत्तीवेतन अंशदाने** :- भारतीय वन सेवा अधिारी हयांच्याबाबत रजा वेतन व निवृत्तीवेतन अंशदान हे शासनाने (महसूल व वन विभाा) िवा महाले ाार, नाापूर यांनी ळविलेल्या दराने स्वीयेतर सेवेतील संस्था शासना डे प्रत्ये आर्थि

वर्षाच्या समाप्तीपासून १५ दिवसांच्या आत िंवा जर स्वीयेतर सेवा आर्थि वर्ष संप यापूर्वी समाप्त झाली असेल तर स्वीयेतर सेवा समाप्तीनंतर भर ा रील. हया र मा दोन वे वे ाळ्या डिमांड ड्राफ्टद्वारे (पहिली रजा वेतनाच्या र मेचा व दुसरा निवृत्तीवेतन अंशदानाच्या र मेचा) ार्यासन अधि ारी रो ा शा ा, महसूल व वन विभा ा, मंत्रालय, मुंबई या नावे ाढलेले अस ाे आवश्यक आहे. सदर र मा पुढील ले ाशीर्षा ाली जमा दर्शवि यात याव्यात.

- अ) **रजा वेतन :-** "००७० इतर प्रशास िय सेवा-६० इतर सेवा-८०० इतर जमा र मा " (नऊ) अिल भारतीय सेवेतील जे अधि ारी स्वीयेतर सेवेत प्रतिनियुक्तीवर आहेत, त्यांच्याबाबत रजावेतन अंशदान (००७००११६)"
- ब) **निवृत्तीवेतन अंशदान :-**"००७१ निवृत्तीवेतन व इतर सेवा निवृत्ती लाभ यांच्या वसूलीसंबंधातील अंशदाने व वसुलीच्या र मा ०१ ना ारी १०१ अभिदाने व अंशदाने (ए) स्वीयेतर सेवा अधि ारी (००७१ ००१२)"

टिप :- प्रतिनियुक्तीच्या ालावधीतील उपरोक्त र मांचा भर ा र यात विलंब झाल्यास स्वीयेतर सेवेतील संस्था विलंब ालावधीत दंडात्म व्याज भर यास जबाबदार राहिल.

१२) **नैमित्ति रजा व वै ल्पि रजा :-** भारतीय वन सेवा अधि ारी हयांनी प्रतिनियुक्तीच्या ालावधीत राज्य शासनाच्या नियमानुसारच नैमित्ति व वै ल्पि रजा उपभो ाता येईल. प्रतिनियुक्तीच्या ालावधीत नैमित्ति व वै ल्पि रजा मंजूर र यास संस्थेच्या ार्य ारी प्रमु ास दुय्यम असलेल्या अधि ा-यांना संस्थेचे ार्य ारी प्रमु ा व संस्थेच्या ार्य ारी प्रमु ास संबंधित मंत्रालयीन विभा ा स ाम असेल.

१३) **रजा मुदत प्रवास सवलत :-** भा.व.से. अधि ारी हयांना अिल भारतीय सेवा (रजा प्रवास सवलत) नियम, १९६८ मधील तरतुदीनुसार रजा प्रवास सवलत मिळ याचा हक असेल. हयाबाबतचा ार्च स्वीयेतर सेवेतील संस्थेस सोसावा ालेल. (मुद्दा ा. ९ नुसार)

त्यांना प्रतिनियुक्तीचा ालावधित नैमित्ति रजा/वै ल्पि रजा व ाळता रजा मंजूर र यास शासन (महसूल व वन विभा ा) शासन नि िय दि. ९/८/२०११ नुसार रजा ालावधीत रजा प्रवास सवलत मंजूर र यास शासन (महाराष्ट्र वन वि ास महामंडळ) स ाम असेल.

त्यांना प्रतिनियुक्तीच्या ालावधीत नैमित्ति /वै ल्पि रजा मंजूर र यास स ाम ाधि ारी नैमित्ति /वै ल्पि रजेच्या ालावधीत रजा प्रवास सवलत मंजूर र यास स ाम असेल. तसेच भा.व.से.अधि ारी हयांच्या ाडुंबातील सदस्यास रजा प्रवास सवलत मंजूर र यास मुद्दा ा.९ नुसार व्यवस्थाप िय संचाल , महाराष्ट्र राज्य वन वि ास महामंडळ, ना ापूर हे स ाम असतील.

१४) **रजेचे रो ि र ा :-** भा.व.से. अधि ारी हयांना प्रतिनियुक्तीच्या ालावधीत शासन नि िय, सामान्य प्रशासन विभा ा, ां आयएएस-१२७०/४४३०/१०, दिनां १७.२.१९७६ अन्वये नि िमित लेल्या आदेशानुसार अर्जित रो ि र ाचा लाभ घेता येईल.रजा वेतनावर प्रदेय अस ा-या पूर भत्त्यांचा व महा ाई भत्त्यांचा ार्च स्वीयेतर सेवेतील संस्थेस सोसावा ालेल.

१५) **वैद्य िय सवलती :-** भा.व.से. अधि ारी हयांना अिल भारतीय सेवा (वैद्य िय दे ाभाल) नियम १९५४ मधील तरतुदीनुसार वैद्य िय सुविधाचा लाभ अनुज्ञेय असेल.त्यावरील ार्च स्वीयेतर सेवेतील संस्थेस सोसावा ालेल. मात्र, सदर संस्थेचे त्यांच्या र्मचाऱ्यांसाठी वैद्य िय सवलती दे याबाबत वे ाळे नियम असतील आि त्याचा लाभ भा.व.से.अधि ारी घेऊ इच्छित असतील तर प्रतिनियुक्ती ालावधीत त्या नियमांचा लाभ घे याबाबत वि ल्प दे याचे स्वातंत्र्य त्यांना असेल.

१६) **भविष्य निर्वाह निधी :-** भा.व.से. अधि ारी हयांना प्रतिनियुक्तीच्या ालावधीत अिल भारतीय सेवा (भविष्य निर्वाह निधी), नियंम १९५५ मधील तरतुदीनुसार, भविष्य निर्वाह निधीची मासि र्वा िी दरमहा त्यांच्या वेतनातून भर ाे आवश्यक आहे. ही र्वा िी "८००५-राज्य भविष्य निर्वाह निधी ०१-ना ारी-१०४ अिल भारतीय सेवा भविष्य निर्वाह निधी (८००५ ००३६ २०) या ले ाशीर्षा ाली जमा दर्शवि यात यावी. सदर र मेचा धनादेश त्यांचे भविष्य निधी ाते महाले ापाल (ले ा अनुज्ञेयता) ए /दोन, महाराष्ट्र, मुंबई/ना ापूर यापै ि ज्या महाले ापालां डे असेल त्या महाले ापालांच्या नांवे ाढून भविष्य निर्वाह निधी अनुसूचिसह त्यांच्या डे ाठवि यात यावा.

प्रतिनियुक्तीच्या ालावधीत त्यांना त्यांच्या भविष्य निर्वाह निधी ाल्यातून परतावा/ प्राप्त/ना-परतावा अग्रिम मंजूर र यास शासन (म.व.व.वि.) स ाम असल्यामुळे याबाबतचे अर्ज म.व.व.वि./फ-७, मंत्रालय, मुंबई यांच्या डे मंजूरीसाठी पाठवि यात यावेत.

- १७) **विभा गीय चौ शी :-** भा.व.से. अधि ारी हयांच्या विरुध्द विभा गीय चौ शी बाबत, अिल भारतीय सेवा (शिस्त व अपील), नियम, १९६९ हे नियम लाू असतील.प्रतिनियुक्तीवर असताना त्यांच्याविरुध्द विभा गीय चौ शी ावयाची असेल तर त्यांना शासन सेवेत प्रत्यावर्तित र यात येईल.चौ शी ारवाईअंत ित त्यांना शासनाने निलंबित ेल्यास निलंबनाधीन ालावधीत त्यांना शासन निर्वाह भत्ता देईल.मात्र निर्वाह भत्त्याची रक् म स्वीयेतर सेवेतील संस्थे डून वसूल र यात येईल.
- १८) **बोनस ि वा सानुग्रह अनुदान :-** भा.व.से. अधि ारी हयांना बोनस ि वा सानुग्रह अनुदान अनुज्ञेय नाही.स्वीयेतर सेवेतील संस्थेच्या नियमानुसार जरी त्यांना बोनस अथवा सानुग्रह अनुदान अनुज्ञेय असेल तरी ते त्यांना स्वी ारता ये ार नाही.
- १९) **ाट विमा योजना :-** भा.व.से. अधि ारी हयांच्या वेतनातून दरमहा रु.१२०/- इत ि रक् म राज्य/ॅद्र शास िय र्मचारी ाट विमा योजनेच्या र्वा िपोटी स्वीयेतर सेवेतील संस्था दरमहा वसूल रील आि ही रक् म धनादेशाद्वारे महाले ापाल (ले ा व अनुडू येता) दोन, महाराष्ट्र, ना ापूर यांच्या डे पाठवेल. ही रक् म,

अ) (ॅद्र शास िय र्मचारी ाट विमा सदस्यांबाबत)
(८६५८-सस्पेन्स अ ांउटस-१२३ ऑल इंडिया र्र्विसेस ऑफिसर्स ग्रुप इन्शुरन्स र्म रि व्हरीज, सॅट्रल ाव्हर्नमेंट एम्प्लॉईज ग्रुप इन्शुरन्स र्म मे अॅप्लीबल टू एआयएस ऑफिसर्स बॉर्न ऑन दि महाराष्ट्र ॅडर सबस्िीप्शन आयएस (८६५८०३८७)) ि वा

ब) (राज्य शास िय र्मचारी ाट विमा योजना सदस्यांबाबत)
"८११-इन्शुरन्स अॅड पेन्शन फंड इन्शुरन्स अॅड पेन्शन फंड स्टेट ाव्हर्नमेंट एम्प्लॉईज ग्रुप इन्शुरन्स ि."या ले ाशीर्षा ाली जमा दर्शवि यात यावी.

सदर र्वा िी भर यास विलंब र यात आल्यास विलंब ालावधित दंडनीय दराने व्याज आ ार यात येईल.

- २०) **मोटार ार :-** भा.व.से. अधि ारी हयांच्या प्रतिनियुक्तीच्या ालावधीत वापरासाठी स्वीयेतर सेवेतील संस्था वाहन उपलब्ध रून त्यांना देईल.सदर वाहनांचा ाज िी वापर पुढील अटींच्या अधिनतेने त्यांना रता येईल.
- अ) वाहनाचा ाज िी वापर दरमहा २५० ि लोमीटर अधि होता ामा नये यासाठी त्यांना वेळोवेळी विहित र यात ये ा-या दराने भाडे संस्थेस दयावे ला लेल.
- ब) शासन ि िय, वित्त विभा ा, ा.टीआरए-१०९०/सीआर-३२०/९०/एसईआर-५/ दि.१७.१०.१९९० अन्वये ि िमित ेलेल्या आदेशानुसार वाहनाच्या ाज िी वापरास परवान िी असेल.मात्र संबंधित आदेशात वेळोवेळी ज्या सुधार ा ेल्या जातील त्या सुधार ाही वाहनाच्या ाज िी वापराबाबत आपोआप लाू असतील.

- २१) **र्ज आि अग्रिम :-** भा.व.से. अधि ारी हयांना प्रतिनियुक्तीच्या ालावधीत भविष्य निर्वाह निधी परतावा प्राप्त/ना परतावा अग्रिम, घरबांध िी अग्रिम, मोटार ार अग्रिम, वैयक्त संाि अग्रिम मंजूर र यास शासन (महसूल व वन विभा ा) स ाम असेल याबाबतचे त्यांचे अर्ज महसूल व वन विभा ा/फ-७ मंत्रालय,मुंबई यांच्या डे मंजूरीसाठी पाठवि यात यावे. स्वीयेतर सेवेतील संस्थेने त्यांना सदर अग्रिम मंजूर रु नयेत.

- २२) **प्रतिनियुक्तीवर असताना रजेवरून अथवा प्रशि ा ावरून परत आल्यानंतर नियुक्ती :-** भा.व.से. अधि ारी हे प्रतिनियुक्तीच्या ालावधीत रजेवर ले ि वा प्रशि ा ासाठी ले आि ते धार ा रीत असलेल्या पदावर अन्य अधि ा-याची नियुक्ती र यात आली आि रजेवर अथवा प्रशि ा ावरून परत आल्यानंतर त्यांची नियुक्ती अन्य पदावर र यात आली तर, रजावेतन, वेतन, पदग्रह ा अवधी, सक्तीचा ाळंबा ालावधी इत्यादिबाबत र्व र्च, रजा समाप्तीच्या अथवा प्रशि ा ा समाप्तीच्या दिनां ापासून ते अन्य पदाचा ार्यभार धार ा रीपर्यंतच्या दिनां ापर्यंत स्वीयेतर सेवेतील संस्था सोसेल.

- २३) **निवासी शिपायाऐवजी रो ाभत्ता :-** स्वीयेतर सेवेतील संस्थेत प्रतिनियुक्तीच्या ालावधीत भा.व.से. अधि ारी यांच्या निवासस्थानी शिपाई दिला नसल्यास व भा.व.से. अधि ारी हयांना प्रतिनियुक्तीवर जा यापूर्वी निवासी शिपायाऐवजी रो ाभत्ता अनुज्ञेय असल्यास िंवा स्वीयेतर सेवेतील संस्थेतील अधि ा-यांना निवासी शिपाया ऐवजी रो ाभत्ता अनुज्ञेय असल्यास त्यांना प्रतिनियुक्तीच्या ालावधीत त्याच दराने निवासी शिपायाऐवजी रो ाभत्ता अनुज्ञेय असेल, मात्र असा भत्ता घेे यापूर्वी दरमहा अधि ा-यांचे निवासी शिपाई देे यात आलेला नाही असे प्रमा ापत्र संबंधित अधि ा-यांने देेेे आवश्यक ाहील.
- २४) **शासनाने वेळोवेळी विहित ेलेले नियम लाू रीे :-** भा.व.से. अधि ारी हयांना प्रतिनियुक्तीच्या ालावधीत शासन वेळोवेळी जे नियम रील िंवा जे ार्य ारी आदेश नि िमित रील ते नियम/ ार्य ारी आदेश लाू असतील.
- २५) **प्रतिनियुक्ती ालावधीत देशात/परदेशात प्रवास :-** स्वीयेतर सेवेतील संस्थेमध्ये प्रतिनियुक्तीवर असताना, सदर संस्थेच्या ामासंबंधात देशात ेठेही प्रवास ावयाचा झाल्यास शासनाच्या पूर्वपरवान िची आवश्यक ता अस ार नाही. मात्र संस्थेच्या ामाच्या संबंधात परदेशी जावयाचे असल्यास, शासनाची पूर्व परवान ि आवश्यक असेल. त्याचप्रमाेे संस्थेशी प्रत्य ा संबंध नसलेल्या शास िय/निमशास िय ामानिमित्त अथवा ाज ि संस्थांच्या समारंभासाठी देशांत ित प्रवास ावयाचा असल्यास त्यासाठी शासनाची पूर्व परवान ि घेेे आवश्यक ाहील.
- २६) **विहित अटी शर्तीमध्ये समाविष्ट नसलेल्या अटी/शर्तीबाबत :-** वर नमूद ेलेल्या अटी/ शर्तीमध्ये समाविष्ट नसलेल्या विशिष्ट अटी/शर्तीबाबत महाराष्ट्र शासन संव ार्तील भारतीय वनसेवा अधि ा-यांना जे नियम विनियम आि ार्य ारी आदेश लाू असतील ते नियम, विनियम व ार्य ारी आदेश लाू असतील.

2) **DEPUTATION OF EMPLOYEES OF STATE GOVERNMENT TO FDCM Ltd.**

TERMS AND CONDITIONS

ACCOMPANIMENT TO GOVERNMENT RESOLUTION, FINANCE DEPARTMENT NO. FNS. 1074/4268/74/SER-8, DATED 21ST JUNE 1976.

Standard Terms and Conditions on Transfer to Foreign Service

1) Period of Deputation:-

The foreign service shall commence from the date Shri/Smt/Kum. hands over charge of the post and will expire on the date he / she resumes charge of his / her post under Government.

Shri./Smt/Ku. shall be on deputation for a
Period of provided that years in the first instance.

- i) Government/ Competent Authority reserves the right to recall him/ her any time before expiry of the period of deputation, if his/ her services are required by Government in the interest of public service.
- ii) If his / her services are not required by the foreign employer, it shall be open to the foreign employer to revert him/ her to the parent department provided, 3 month's notice is given to Government/ Competent Authority by the foreign employer before effecting such reversion.

And

- iii) It is open to him/ her to revert to the parent department after he/ she gives a notice of not less than three months in writing to Government/ Competent Authority of his/ her intention to do so.

2) Pay :

While on foreign service Shri. /smt/Ku..... shall draw pay which he/ she would have drawn in the parent department but for his/ her deputation on foreign service in the scale of Rs. prescribed for the post of (designation of the post to be entered) which he/ she held immediately prior to his/ her deputation plus deputation allowance equal to 20% of that pay subject to a maximum of Rs. 250/- per mensem, provided that the sum total of "basic pay" plus deputation allowance does not exceed the maximum of the scale of pay of the post held on deputation or where the post on deputation is on a fixed pay, that fixed pay and provided further, it does not in any case exceed Rs. 3000/- p.m.

For the purpose of computing the deputation allowance, the special pay, which is sanctioned in lieu of a separate scale of pay in the parent department, may be taken into account.

3) Dearness Allowance :

Shri./Smt/Kum will be entitled to draw dearness allowance as admissible under the State Government.

4) House Rent Allowance/ Compensatory Local Allowance : Shri./Smt/Kum will be entitled to draw House Rent Allowance/ Compensatory Local Allowance as admissible under the State Government rules from time to time.

5) Joining Time Pay and Transfer Travelling Allowance :

His/ Her pay and traveling allowance during the joining time both on transfer to and reversion from foreign service, shall be paid by the foreign employer in accordance with the Bombay Civil Services Rules.

6) Travelling Allowance for Journey on Duty during the Period of Deputation:

He/ she will be entitled to Travelling Allowance and Daily Allowance for journeys undertaken after joining the foreign service according to the Bombay Civil Services Rules or under the rules of the foreign employer.

7) Leave : He/ She will continue to be governed by the leave rules applicable to him/ her before such transfer. The procedure laid down in Bombay Civil Services Rule 658 should be followed scrupulously. On being relieved from foreign service he / she will not be allowed to proceed on leave direct by the foreign employer, i.e. without first joining Government Service and without getting his/ her leave sanctioned by the competent authority in the parent department in the usual manner.

8) The whole expenditure in respect of any compensatory allowance for the period of leave taken during or at the end of foreign service shall be born by the foreign employer.

9) In the case of a female government servant, the leave salary for the period of maternity leave availed of by her, while in or at the end of foreign service, shall be born by the foreign employer.

(Whenever a female government servant is to be deputed to foreign service a specific term to this effect should be included)

10) Leave Salary on Account of Disability Leave:

The foreign employer shall be liable to pay leave salary in respect of any disability leave that may be granted on account of disability incurred in or through foreign service even though such disability manifests itself after the termination of foreign service. The leave salary charge of such leave shall be recovered from the foreign employer.

11) Leave Salary and Pension Contribution:

- a) The leave salary and pension contributions shall be paid by foreign employer in accordance with the rates prescribed in Appendix VII-A of the Bombay Civil Service Rules as amended from time to time.
- b) The foreign employer shall pay leave and pension contributions every month beginning from the first of the month immediately following the month in which the transfer takes place at the following rates.
 - 1) Leave salary contribution Rs. per month
 - 2) Pension Contribution Rs., per month

The amounts of contributions should be credited under the following heads of accounts :-

(i) Pension Contribution :

066- Contributions and Recoveries towards Pension and Other Retirement Benefits
A- Subscriptions and Contributions.

(1) Officers on Foreign Service.

(ii) Leave Salary Contributions :

*(Relevant Budget Head to be entered)

(Here enter receipt head corresponding to the service Head of Account to which the pay of the officer is debited, or where there is no corresponding receipt head to the major head then put “ 068, other Administrative Services C Other Services payments for services rendered, leave salary contribution in cases of officers on foreign service)

The rates mentioned above all shall be treated as provisional pending confirmation by the Audit and will be subject to adjustment retrospectively.

iii) If contributions for leave salary or pension which are in due in respect of Shri. /Smt./Ku in foreign service are not paid within fifteen days from the end of the month in which the pay on which they are based, has been drawn by the Government servant concerned, the foreign employer shall pay to Government, unless specifically exempted by Government, interest on the unpaid contributions at the rate of 2 paise a day per Rs. 100/- upon the amount due from the date of expiry of the period of fifteen days up to the date on which the contributions are finally paid .

12. Leave Travel Concession :

He / She shall be entitled to the leave travel concession as admissible to Government servants under Government Resolution, Finance Department No. TRA- 1163/2726-V, dt. The 23rd October 1963, as amended from time to time. The expenditure in this respect shall be borne by the foreign employer.

13. Encashment of Leave :

He/She shall be entitled to the benefit of encashment of earned leave in accordance with the Government Resolution, Finance Department No.LVE-2476/185/76/SER-9 dt. the 31st March 1976 as amended from time to time. The expenditure on account of compensatory allowances payable on the leave salary shall be borne by the foreign employer.

14. Medical Concessions :

He/She shall be entitled to medical facilities not inferior to those admissible under the Maharashtra Civil Services (Medical Attendance) Rules, 1961, and the cost of that account shall be borne by the foreign employer.

15. General Provident Fund Subscription :

He/She shall continue his/her subscription to the General Provident Fund of which he/she is a member in accordance with the prescribed rules.

16. Departmental Enquiry :

If a departmental enquiry is to be instituted against the Government servant, he/she shall be reverted to his / her parent department. The subsistence allowance shall be paid by Government, but it will be recovered from the foreign employer.

17. Bonus :

Shri/Smt/Kum. _____ shall be permitted to accept bonus declared by the foreign employer to the extent and subject to conditions mentioned in Government Resolution, Finance Department No.FNS-1067/79-67/X dt. 15th Nov. 1969.

18. Proforma Promotion :

If while on deputation Shri/Smt./Kum. _____ becomes due for promotion in the parent department he / she not ordinarily be continued on deputation. If, however he / she is continued on deputation by the competent authority, he / she will be allowed the pay of the promotion post under the N.B.R. without any deputation allowance and that the benefit of N.B.R. will not be admissible beyond six months.

19. Permanent Absorption :

If subsequently Shri/Smt./Kum. _____ desires to get absorbed in the services of the public sector undertaking, he / she shall be required to resign his appointment under Government and permanent absorption shall be with effect from the date of acceptance of the resignation.

3) ABSORPTION OF PERSONS ON DEPUTATION

Terms and Conditions for Absorption.

The following Terms and Conditions for Absorption of Government servants on deputation are approved and that the Managing Director is authorized to sanction cases of absorption on the following terms and conditions and the prescribed procedure including obtaining the prior approval of the parent department.

1. Absorption shall be in the grade equivalent to the grade of the Govt. Servant in the parent department provided that if the Government Servant is working in higher post in the Corporation then he may be absorbed in the post held on deputation.
2. Pay on absorption shall be fixed equal to his pay in the parent department plus deputation allowance which he would normally be eligible to get on deputation in the Corporation. If pay plus deputation allowance is not a stage in the time scale the pay will be fixed at next below stage and the excess pay will be treated as Personal Pay to be absorbed in future increment.
3. The seniority of the Government servant will be fixed with reference to the date of deputation provided that, in case of absorption in a higher post it would be from the date of absorption.
4. The absorbed state Govt. Servant will be subject to all service Rules framed by the Corporation and as amended from time to time.
5. The earned leave at the credit of absorbed employees at the time of absorption will be allowed to be carried forward.

CHAPTER: 9

PAY AND ALLOWANCES

1) Pay & Allowances other than T.A.

I) Employee's Dearness Allowance, House Rent Allowance and Compensatory Local Allowances Rules

GENERAL

1. These Rules may be called as FDCM Employee's D.A., H.R.A. and C.L.A. Rules.
2. In these rules unless the context otherwise requires,
 - a) '**Board**' means the Board of Directors of FDCM.
 - b) '**Competent Authority**' means the Managing Director of the Forest Development Corporation of Maharashtra Ltd. or such other officer or officers of the Corporation to whom the Managing Director may delegate powers in respect of any or all the matters provided under the rules.
 - c) '**Corporation**' means the Forest Development Corporation of Maharashtra Limited.
 - d) '**Employee**' means an employee of the Forest Development Corporation of Maharashtra Limited, whether directly recruited or taken on deputation.
 - e) '**Pay**' means and includes basic pay, special pay, dearness pay, deputation allowance and any other emoluments specially ordered to be treated as pay by the Competent Authority.
3. These rules will be applicable to all the employees of the Corporation.
4. The powers to interpret these rules and to sanction the claims hereunder will be exercised by the Competent Authority.

5. Entitlement:

a) Dearness Allowance:

All employees of the FDCM will be entitled to Dearness Allowance (D.A.) as per the D.A. Rules of the Maharashtra State Govt. Any revision in the same by the State Govt. from time to time will automatically be made applicable to all the employees of the FDCM.

b) House Rent Allowance:

The rate of House Rent Allowance¹ admissible to employees of FDCM shall be as per the rates & slabs sanctioned by the Govt. of Maharashtra vide Govt. Resolution of Finance Dept No. HRA- 1009/CR-67/98/SER-5, Dated 24August2009.

C) Compensatory Local Allowance:

The Compensatory Local Allowance² shall be admissible to employees of FDCM Ltd. as per the provisions in Govt. Resolution of Finance Dept No. Dept No.HRA- 1009/CR-67/98/SER-5, Dated 24August2009.

II) Attendant Allowance:

The practice of providing orderlies has been withdrawn and further recruitment of these posts has been discontinued.

The Attendant allowance³ for officers in the Company is prescribed as under.

- | | | |
|----|--------------------------------------------------|---------------------|
| 1) | Range Forest Officer&
Assistant Manager Level | Rs. 200/- per month |
| 2) | Position above
Assistant Manager. | Rs. 400/- per month |

(III) Incentive Allowance⁴

The employees of FDCM Ltd. will be entitled for Incentive Allowance as per Govt. Resolution of General Administrative Department No. TRF- 2000/CR-3/12, Dated 6 August 2002

(IV) Remuneration for holding Additional Charge in FDCM Ltd.⁵

The Govt. of Maharashtra, Finance Department, Resolution No. Pay-1390/Adm. No. 2/90/ Service-8, dated 10.5.90 shall be made applicable in FDCM Ltd. Any revision in the same by the State Govt. from time to time will be automatically be made applicable to all the employees of the FDCM Ltd. (Govt. Corrigendum Reso No. वेतन – 1311/CR/17/SER.3 dated 28.8.2013.)

endorsed under this office No.

(V) Grant of Special Pay⁶ to:-

- i) Cashiers for handling of cash.
- ii) Clerk doing typing work on computer
 - i) The rates of special pay to cashiers for handling cash stipulated vide Govt. of Maharashtra, Finance Department G.R. No. SSP-1288/578/ Service-10/ dated 17.10.88 shall be made applicable in FDCM Ltd
 - . The rates of special pay to be made applicable are as follows

¹MD's order No. ADM/EST/3221/2634 dt. 10/09/2009

²MD's order No. ADM/EST/3221/2634 dt. 10/09/2009

³ MD's order No. ADM/EST/19-A/3384 dt. 28.10.1991

⁴ MD's order No. ADM/EST/931 dt. 29.5.2004

⁵MD's order No. Adm/ Est/3418/2514, dated 31.8.2013.

⁶MD's order No. No. ADM/EST/215/3353.dated 6.1.89

Amount of average monthly cash handled	Rate of special pay per month
1. Upto Rs. 75000/-	Rs. 50/-
2. Above Rs. 75000/- & upto Rs. 200000/-	Rs/ 75/-
3. Above Rs. 200000/- and upto Rs. 500000/-	Rs. 100/- Rs. 125/-
4. Above Rs. 500000/-	

ii) Special pay to the employees belonging to class III doing typing works on computers has been prescribed vide Govt. Resolution of Finance Dept No. COMP- 3593/CR-64/SER-10, Dated 6 September 1994. The provisions of this GR shall be applicable to the class III employees of FDCM Ltd. who are entrusted with the typing work on computers for full time. The rates of special pay shall be as under-

Revised Payscale (As per IV Pay Commission)	Max. limit of Special Pay	Amount of Special Pay admissible to employees working on computer
2000 – 3200	200	100
1640 – 2900 1640 – 2660	150	75
1400 – 2630 1400 – 2300 1350 – 2200	125	60
1320 – 2040 1200 - 2040 1200 – 1800	100	50
975 – 1600 975 - 1540 975 - 1500 975 - 1400	75	40

6) Washing Allowance:

The rates of washing allowance as admissible to the below mentioned officers / employees who have been supplied with uniforms are as follows :

Sr. No.	Post	Washing Allowance	Remarks
a	Range Forest Officer	Rs. 100/-	शासन नि यि ा. एफडीसी २००६/प्र. १९१/ फ-५, दि. २५/१/२००८. व्य.सं. यांचे पत्र ा. प्रशा/आस्था/५०३९, दि. १५/२/२००८.
b	Ranger Surveyor	Rs. 100/-	
c	Surveyor	Rs. 100/-	
d	Forester	Rs. 100/-	
e	Forest Guard	Rs. 100/-	
f	Peon/Choukidar/Orderly	Rs. 50/-	शासन नि यि ा. एफडीसी २००८/प्र. १२४/ फ-५, दि. १/११/२००८. व्य. सं. यांचे पत्र ा. प्रशा/आस्था/३७७८, दि. ८/१२/२००८.
g	Driver	Rs. 50/-	
h	Cleaner	Rs. 50/-	

(2) FDCM Ltd. Employees Traveling Allowance Rules, 2010

(MD's letter no. ADM/EST/3386/3298 dt.1.12.2010)

1. These rules may be called the FDCM Ltd. Employees Traveling Allowance Rules, 2010.
2. In these Rules, unless the context otherwise requires,
 - (1) "Board" means the Board of Directors of the Forest Development Corporation of Maharashtra Ltd.;
 - (2) "Competent Authority" means the Managing Director of the Forest Development Corporation of Maharashtra Limited, or such officer of the Corporation to whom the Managing Director may delegate powers in respect, of any or all of the matters provided under the Rules;
 - (3) "Corporation" means the Forest Development Corporation of Maharashtra Limited;
 - (4) "Employee" means an employee of the Forest Development Corporation of Maharashtra Limited, whether directly recruited or taken on deputation;
 - (5) "Grade Pay" means the grade pay associated with the post held or higher grade pay granted on non-functional basis to an employee receiving pay according to the revised pay structure as recommended by the Sixth Pay Commission, but shall exclude higher grade pay granted under the assured progress in service scheme.
 - (6) "Pay" for the purpose of calculating consolidated transfer grant means and includes basic pay, dearness pay and dearness allowance at the rate applicable on 1st January 2006 in case of the employees receiving pay according to the pay scales recommended

by the sixth Pay Commission; but includes the basic pay (pay in pay band + grade pay) in case of employees receiving pay according to the revised pay structure as recommended by the Sixth Pay Commission;

(7) "Pay Scale" means the pay scale associated with the post held by an employee receiving pay according to the recommendations of the sixth Pay Commission:

3. Extent, coverage and commencement of these rules shall be as follows:

- (1) These rules shall apply to all the employees of the Forest Development Corporation of Maharashtra Limited.
- (2) These rules shall also apply to any person, whose conditions of service are regulated by special provisions provided in contracts or agreements made with or in the letter of appointment, in respect of any matter not covered by the provisions of such contracts, agreements or letter of appointment.
- (3) The Traveling Allowance on tour or on transfer admissible to the employees of the Corporation shall be regulated by these rules in accordance with the following classification:

Category for the travel entitlements	Pay scale of the employees receiving, pay as recommended by the Fifth Pay Commission	Grade Pay of the employees receiving pay as recommended by the Sixth Pay Commission
First (a)	Rs. 16,400 - 20,000 and higher	Rs. 8,900/ and higher including HAG + and HAG Grades
First (b)	Rs. 10,000 - 15,200 and higher, but lower than Rs. 16,400 - 20,000	Rs. 6,600/and higher but less than Rs 8.900/
Second (a)	Rs. 8,000 - 13,500 and higher, but lower than Rs. 10,000-15,200	Rs. 5.400/ and higher but less than Rs 6,600/
Second (b)	Rs. 6,500 - 10,500 and higher, but lower than Rs. 8,000 - 13,500	Rs. 4,400/ and higher but less than Rs 5.400/
Third (a)	Rs. 5,000 - 8,000 and higher, but lower than Rs. 6,500 - 10,500	Rs. 4,200/and higher but less than Rs 4,400/
Third (b)	Rs. 4,500 - 7,000 and higher, but lower than Rs. 5,000 - 8,000	Rs. 2,800/ and higher but less than Rs. 4,200/
Third (c)	Lower than Rs. 4,500 - 7,000	Less than Rs. 2,800/

(4) These rules shall be effective from 1st October 2010 Journey on tour and transfer commencing on or after 1st October 2010 shall be regulated in accordance with these rules. These rules shall be applicable in case of an employee transferred or retiring on or before 30th September 2010, but actual journey and/ or transport of personal effects did not take place prior to 1st Oct. 2010. Journey on tour and transfer commencing on or before 30th

September 2010 shall be regulated in accordance with the rules and orders in force till date, even if journey is completed on or after 1st October 2010.

4. The powers to interpret these rules and to sanction travelling allowance claims will be exercised by the Competent Authority. The Competent Authority may relax any provision of these rules as a special case, where it is certified that the exigencies of the Corporation business requires to do so, or where the employees, in the opinion of the Competent Authority, is likely to be out of pocket by the Allowance normally admissible under these rules.
5. All journeys on behalf of the Corporation shall be undertaken with prior sanction of the Competent Authority.
6. Travelling allowance under these rules will be admissible only where the journey performed extends beyond the limits of Head Quarters. The limits of the Head Quarters shall be the Municipal Limits or such other limits prescribed by the Competent Authority. In the case of journeys performed within the Head Quarters limit, an employee may be reimbursed the actual expenses incurred by him on travel by a public conveyance, auto-rickshaw or a taxi as considered appropriate by the Competent Authority.
7. The traveling allowance and the travel advance shall be applicable as follows:
 - (1) For the journey by train, bus, plane or boat, an employee will be entitled to the fare of class of accommodation to which he is entitled under these rules or the actual expenses incurred by him, whichever is less. Boarding pass and air ticket must be enclosed with the claim for the airfare reimbursement. Ticket number, PNR number, Train number, date of journey and fare actually paid must be given in the claim for the reimbursement of train fare in case of the travel by the first class or any AC class.
 - (2) The employee shall also be entitled to the Daily Allowance, Kilometer Allowance and other allowances as specified in these rules.
 - (3) An employee drawing Permanent Traveling Allowance shall not be entitled to claim Kilometer Allowance, hiring charges and/or Daily allowance for travel on duty within his jurisdiction.
 - (4) An employee proceeding on tour with proper sanction may be granted advance of traveling allowance for expenditure to be incurred during the tour.
 - (5) The advance shall normally be accounted for within fifteen days of the completion of the tour, and balance, if any, be refunded forthwith. No second advance shall normally be granted, if a previous advance is already outstanding or unadjusted.
8. If an employee obtains written permission of the controlling authority for use of his own or hired vehicle while on tour or on transfer, the rates of kilometer allowance for road journey in owned or hired vehicle shall be admissible as given in the table below:

Category for the travel entitlements	Taxi/ Petrol Car/ Petrol Jeep	Diesel Car/ Diesel Jeep	Scooter/ Motor cycle/Moped/ cycle/ auto rickshaw/ Luna	Other vehicles
First a) First (b)	9.00	7.00	3.50 " 1.75	Not applicable
Second (a) Second (b)	9.00	7.00	3.50 ' .75	1.00
Third (a)	Not applicable	Not applicable	3.50 ; 1.75	1.00
Third (b) Third (c)	Not applicable	Not applicable	Not applicable \ 1.75	1.00

9. ENTITLEMENT: An employee while traveling on duty shall be entitled to travel by the following class of accommodation by air, train, road or boat as the case may be:

(1) Air Journey: Employees drawing grade pay of Rs. 10000/ and above shall be eligible to Travel by Air on tour and on transfer.

- i). Employees drawing grade pay of Rs. 10000/ shall be eligible for air travel by the Economy Class only.
- ii). The employees in HAG+ and HAG grades shall be eligible for travel by Executive Class in the flights operated by Air India/ Indian airlines or by the Economy Class in the flights operated by any other airlines
- iii). Use of Full Fare Economy Class air tickets is discouraged.
- iv). Reimbursement of the ancillary charges for availing Internet-based e-ticketing facilities shall be admissible.
- v). In case of urgent travel required in a court matter legislative matter or any other exigency, the Managing Director may instruct in writing any other employee categorized not lower than second (a) to Travel by Air using the lowest available airfare, provided any other mode of travel is not feasible. Unless the order includes travel by air for the return journey, either mode of travel shall be applicable for the return journey.

(2) Train Journey: The entitlement for journey by railways on tour and on transfer shall be as follows:

Category for the travel entitlements	Highest class permitted in ordinary mail, express and super fast trains	Highest class permitted in Rajdhani express	Highest class permitted in Shatabdi Express
First (a)	AC First	AC First	Executive Class
First (b)	First /AC Second /AC Chair Car	AC Second	AC Chair Car
Second (a)	First /AC Third /AC Chair Car	AC Third	AC Chair Car
Second (b)	First/AC Third/AC Chair Car	Not applicable	AC Chair Car
Third (a)	Sleeper (second)/ AC Chair Car	Not applicable	Not applicable
Third (b) Third (c)	Sleeper	Not applicable	Not applicable

Note: If the First or AC Third class is not available in any train running on the shortest route, employees in the Second (a) and Second (b) categories may travel by AC Second Class of ordinary mail, express or super fast train.

(3) Journey in public conveyance: Eligibility to travel on tour and on transfer in public bus or passenger ship/ boat shall be as follows:

Category for the travel entitlements	Highest class permitted in the public transport by road	Highest class permitted in the passenger ship (surface transport)
First (a) First (b)	AC bus	Highest class
Second (a) Second (b)	Public Buses other than AC bus	Highest of two, Middle of three and Second of four classes
Third (a)	Ordinary public bus	Lower of two, Middle of three and third of four classes
Third (b) Third (c)	Ordinary public bus	Lowest class

4) Reimbursement of fare charged for a reserved seat in a taxi shall be limited to rail fare of admissible class by the shortest route for places connected by train, and bus fare of admissible class for places not connected by train.

10. The rates of daily allowances shall be as follows:

- (1) Employees arranging stay on their own or staying in a guest house owned by the state government, central government or any government-owned organizations shall be eligible to get Daily Allowance at the rate applicable for the place of stay as given in the table below:

Category for the travel entitlements	Mumbai, Delhi, Bangaluru, Chennai, Hyderabad and Kolkata	A class cities: Pune, Nagpur, Ahmedabad, Surat, Jaipur, Kanpur and Lucknow	B-1 class cities: Nashik and cities included in Note below Rule 10 (1)	Other towns & villages
First (a)	325	200	650	130
First (b) Second (a)	290	180	140	120
Second (b)	225	150	140	110
Third (a)	210	130	130	110
Third (b) Third (c)	160	125	125	100

Note:B-1 class cities include Vijayawada, Vishakhapatnam (Andhra Pradesh), Patna (Bihar), Rajkot, Vadodara (Gujarat), Faridabad (Haryana), Dhanbad Jamshedpur, (Jharkhand), Kochi (Kerala), Jabalpur, Bhopal, Indore (Madhya Pradesh) Nashik (Maharashtra), Amritsar, Ludhiana (Punjab), Coimbatore, Madurai (Tamil Nadu), Merut, Agra, Allahabad, Varanasi (Uttar Pradesh) and Asansol (West Bengal).

- (2) An Employee shall be eligible to get Daily Allowance at the following rate for the period of stay in a hotel charging scheduled tariff as given in the table below:

Category for the travel entitlements	Mumbai, Delhi, Bangaluru, Chennai, Hyderabad and Kolkata	A class cities: Pune, Nagpur, Ahmedabad, Surat, Jaipur, Kanpur and Lucknow	B-1 class cities Nashik and cities included in Note below	Other towns & villages
First (a)	1000	800	650	500
First (b) Second (a)	750	600	500	350

Second (b)	575	450	375	300
Third (a)	375	300	250	200
Third (b)	300	225	225	150
Third (c)				

- 3) Daily Allowance (D.A.) at full rate shall be admissible for every block of 24 hours of absence from the Head Quarter, and payment for fraction of 24 hours shall be regulated as under:

Duration of absence from Head Quarter	Daily allowance
Up to 6 hours	30% of the admissible rate
More than 6 to 12 Hours	50% of the admissible rate
More than 12 Hours	Full admissible D.A. rate

- (4) When halts both at ordinary places and other places, for which special rates have been prescribed, are involved in one tour, the Daily allowance at ordinary rate shall be calculated according to the rate admissible for the place of next destination. In case of the return journey, the daily allowance will be according to the rate admissible for the last place of destination
- (5) The employee, who is provided with free lodging and/or boarding at the expense of any department, undertaking or organization of the state/ central government, admissibility of Daily Allowance during the period shall be as follows:

Only lodging is provided	75% of the admissible rate
Only boarding is provided	50% of the admissible rate
Both Lodging and boarding are provided	25% of the admissible rate

- (6) In case of meal and breakfast provided free of cost during the train journey, only 50% of the Daily Allowance shall be admissible for the journey period.
- (7) Daily allowance for prolonged halts shall be admissible at full rate for the first 30 days and at three fourth ($3/4^{\text{th}}$) of the full rate for the remaining period.
- (8) Daily allowance for the journey beyond eight kilometers but within the municipal limit will be 50% of the admissible daily allowance for the station.

11. The following incidental expenses shall be permitted:

- (1) An Employee using his own car may be allowed Kilometer allowance as shown in rule 8 for the journey from the residence or office to the bus station, railway station or airport of embarkation and on return from bus station, railway station or airport to residence or

office. If the journey is performed by bus, auto rickshaw or taxi, the employee shall be eligible to the actual fare paid provided the residence is within the municipal limits of the office, and the claim is made in the Travelling Allowance bill. Similar claims shall be admissible for local travel at the place of destination.

- (2) The Competent Authority may sanction any extra cost incurred on account of transport of records and fare paid for extensive movement for visiting various offices, which an employee has to incur over and above the normal expenses that he has to meet within daily allowance. Such claims shall normally be within the ceiling specified in the preceding sub-rule.
 - (3) Difference between the room rent charged to the FDCM employee and that which would have been charged to an employee of the concerned organization shall be reimbursed to the FDCM employee in case of the employee is charged higher rate for stay in a guest house belonging to a department, undertaking or organization of the state/central government.
 - (4) The Tatkal reservation service may be availed, provided railway reservation using general service is not feasible.
 - (5) Railway Reservation Agency Fee charged by an Authorized Railway Ticket Agent shall be reimbursable to an employee in the First (a) and the First (b) entitlement categories.
 - (6) Cancellation charges including those for Tatkal Railway Reservation for tickets booked for travel on duty by air, train or public transport shall be reimbursable, provided such cancellation is in the interest of the Corporation and beyond the control of the employee.
- 12.** The shortest practicable route must be used for journey on tour or on transfer. A journey between two places will be considered as performed by the shortest practicable routes, if it is the cheapest routes or there is marginal difference in terms of time and cost.
 - 13.** The shortest route is that by which a person can reach his destination quickly using a regular mode of travel. In case of doubt, the Competent Authority may decide the claim regarding the shortest practicable routes.
 - 14.** Journey by a longer route may be allowed in the case, where accommodation to which the employee is entitled is not available by the shortest route.
 - 15.** When accommodation by the prescribed class is not available and it is essential to travel on that day, the Competent Authority may allow travel by a higher class
 - 16.** For the purposes of calculation of daily allowance, the absence from Head Quarter on tour is

held to commence, when the employee leaves the Head Quarter on tour for a place beyond the limits of the Head Quarters and ends when the employee returns back to his head Quarter.

17 An employee claiming Daily allowance rate given in Rule 10 (2) must submit the receipt that room tariff for stay in hotel and/ or expenditure on boarding demonstrating that the expenses exceed the rate admissible under Rule 10 (1).

18. Conveyance Allowance: The Competent Authority may grant Conveyance allowance to any employee, who has to travel on duty frequently and intensively within the limits of the Head Quarters at such rates as the travel justify based on the assessment of average distance covered subject to the ceiling rate prescribed by the Govt, of Maharashtra from time to time.

19. In respect of foreign tours to be undertaken by the employee the rate^ of daily allowance and special allowance shall be decided by the Board in individual cases. The travel entitlement and rate of allowances shall normally be similar to those admissible to an employee in the corresponding grade serving in the Government of Maharashtra or the Central Government.

20. Permanent Travelling Allowance: Subject to completion of minimum touring days prescribed by the Managing Director, the Permanent Travelling Allowance shall be admissible to the field staff at the rate as specified in the table below:

Cadre	PTA
Range Forest Officer	Rs. 1250 per month
Forester	Rs. 880 per month
Forest Guard	Rs. 640 per month

21. Transfer Travelling Allowance

(1) Entitlement for travel on transfer for an employee and his family members shall be same as those admissible to the employee on tour. However, travelling allowance on transfer will not be admissible in the following cases:

i) When an employee is joining the duty on the first appointment; ii) When an employee is transferred at his own request; iii) When transfer does not involve change of Head Quarter

(2) Definition of family: "Family" for the purpose of transfer travelling allowance means an employee's spouse (wife or husband, as the case may be, residing with the employee) and wholly dependent legitimate children and step children as well as parents, sisters and minor brothers who are wholly dependent and reside with the employee.

i) Definition of "Family" does not include more than one wife.

ii) Adopted children shall be considered legitimate children for the purpose of these rules provided such children are legally recognized as equivalent to natural children under the personal law applicable to the employee.

iii) Definition of "Family" shall include not more than two children as on or after 15th September 2000. However, this condition shall not apply in case of more than two children present prior to 15^m September 2000. "Family" shall include more than two children only in the case of number of children exceeds two because of the delivery of more than one child, and the employee did not have not more than one child on 14th September 2000.

iv) For this purpose, "Family" includes unmarried daughters and widow daughters. Divorcee and separated daughters residing with and wholly dependent on the employee shall also be included in the family.

v) For this purpose, "Family" includes any child, *where* guardianship has been adopted under the "Guardian and Wards Act, 1890", and who has been legally recognized as a legitimate child consequent to a 'Special Will' and deemed to be a part of the employee's family, and reside with the employee.

vi) For this purpose, "Family" includes widow sisters residing with and wholly dependent on the employee, provided her father is not alive or is wholly dependent upon the employee.

vii) For this purpose, "Family" includes wholly dependent stepmother, who resides with the employee. Note: For this purpose of the definition, a person shall be deemed to be wholly dependent on the employee, if his monthly income does not exceed the amount equivalent to the pension of Rs.2882/ per month and dearness allowance thereon.

(3) An employee shall be entitled to Consolidated Transfer Grant at the following rate provided change of residence is involved after the transfer:

Sr. No.	Category for travel entitlements	Transport of personal goods by train
1.	No change in headquarter, but change in residence	Amount equivalent to one-third of the pay as defined in Rule 2(6)
2.	Distance of new and old headquarters being less than 20 kilometers	Amount equivalent to one-third of the pay as defined in Rule 2(6)
3.	Distance of new and old headquarters being not less than 20 kilometers	Amount equivalent to half of the pay as defined in Rule 2(6)

4) Personal effect: The entitlement for carriage of personal effects at the owner's risk shall be to the extent shown in the table below. The employee shall also be entitled for actual expenditure

limited to the kilometer allowance by the shortest route for transport of personal effects by road between the places not connected by rail as shown in the table given below.

Category for travel entitlements	Transport of personal goods by train using the shortest route	Transport of personal goods by road in A-1/A/B-1 cities (Rs./Kilometer)	Transport of personal goods by road in other cities (Rs./Kilometer)
First (a)	6000 kilograms by goods train or four wheeler wagon or one double container, if actually engaged	48.00	30.00
First (b) Second (a)	6000 kilograms by goods train or four wheeler wagon or one single container, if actually engaged	48.00	30.00
Second (b)	3000 kilograms by goods train	24.00	15.00
Third (a) Third(b)	3000 kilograms by goods train	12.00	7.50
Third (c)	1500 kilograms by goods train	12.00	7.50

Note: Classification of the cities shall be as applicable for local compensatory allowance.

(4) Transportation by Road between places connected by train. An employee carrying personal effects by road between the places connected by rail, shall be eligible to draw actual expenditure on transportation of personal effect by road or the amount admissible on transportation by railway increased by 25% whichever is less.

(5) Transportation of conveyance: The rates for transportation of conveyance under its own propulsion shall be as under:

a) Motor car	Rs. 5.00 per km
b) Motor cycle/Scooter	Rs. 1.60 per km
c) Moped/Luna	Rs. 0.80 per km
d) Bicycle	Rs. 0.50 per km

(7) An employee shall also be entitled to an additional fare by the entitled class for both onward and return journey between the new Head Quarter and the old Head Quarter in addition to the

normal transfer allowance entitlement. If he has to leave his family at old Head Quarter because of non-availability of residential accommodation at the new place of posting. This facility shall be admissible only once and within a period of six months from the date of taking over at the new Head Quarter.

22. Traveling Allowance on retirement or death: The provisions in respect of transfer traveling allowance as in Rule 21 shall be applicable to the retiring employee and his family members. The family members of the deceased employee shall also be entitled to the traveling allowance as given in Rule 21.

23. An employee including those on deputation shall submit the claims of traveling allowance including daily allowance, transfer traveling allowance, conveyance allowance or permanent traveling allowance within one year from the date of completion of journey. The claim shall deemed to have been relinquished and forfeited, if such claim is not preferred within one year from the date, on which it accrues. Consequent on the forfeiture of the rights to the claim, the advance drawn, if any, shall be recovered from the pay of the employee or any other dues in one installment by the authority competent to sanction such an advance.

24. Where these rules require further clarification, the Competent Authority may, at his discretion, refer to the corresponding provisions applicable to the employees serving under the Government of Maharashtra.

25. Without prejudice to the cases already decided under the existing rules, the Employees Traveling Allowance Rules (existing rules) in the FDCM Ltd. in this regard shall deemed to be replaced by these rules with effect from 1st October 2010. Any traveling allowance claim in connection with tour or transfer already settled according to the provisions of the old rules shall not be re-opened.

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Managing Director

CHAPTER: 10

ADVANCES

(1) Rules for Various Advances to Employees

I. GENERAL

1. These rules may be called the “Rules for various advances to Employees”.

2. In these rules unless the context otherwise requires,

i) ‘**Board**’ means the Board of Directors of the Forest Development Corporation of Maharashtra Limited.

ii) ‘**Corporation**’ means the Forest Development Corporation of Maharashtra Limited

iii) ‘**Competent Authority**’ means the Managing Director of the Forest Development Corporation of Maharashtra Limited or such other officer or officers of the Corporation to whom the Managing Director may delegate powers in respect of any or all the matters provided under the rules.

iv) ‘**Employee**’ means an employee of the Forest Development Corporation of Maharashtra Limited whether directly recruited or taken on deputation.

v) ‘**Relative**’ mean direct dependants of the Employees.

3.i) These rules shall apply to all the employees of the Forest Development Corporation of Maharashtra Limited whether directly recruited or taken on deputation.

ii) The Powers to interpret these rules and to sanction the claims will be exercised by the Competent Authority.

4. Advance Rules:

Advances will be categorised in the following manner:

i) Festival Advance, ii) Traveling Advance, iii) Medical Advance.

i) Festival Advance:

This advance will be allowed to employees for the festivals recognised by the Corporation once in a calendar year equal to the basic pay of an employee subject to the maximum limit of Rs.5000/-¹ which ever is less.

The advance shall be applied not earlier than 3 weeks in advance of the festivals and shall be paid on the eve of the festival.

The advance shall be recoverable in ten² equal monthly installments beginning with the month subsequent to the month in which advance is drawn.

The festivals recognized by the Corporation for giving Festival Advance are –

Republic Day, Ramzan Id, Independence Day, Dasara, Diwali, X mas, Buddha Jayanti, Parsi New year's Day, Sawatsari.

(¹Amended vide order No.ADM/EST/3/5311, dated 26.02.2012 and 2 Amended vide order No.ADM/EST/91/451, DT.19.7.79)

ii) Travelling Advance :

This will be given to a person for the approved journey by the Competent Authority to the extent of approximate requirement. The said traveling advance will be adjusted in the first subsequent T.A. Bill after the journey. In case no traveling is done, the advance will be immediately returned, as soon as the programme is cancelled.

iii) Medical Advance:

The Medical Advance will be given as per Government Medical Rules.

5) Loan for Vehicle :

Loan for purchase of a vehicle will be granted to permanent employee of Corporation only who has put in at least 3 (three) years service in the Corporation on the following terms

The admissible limits of vehicle advances based on the basic pay and the type of vehicles for which advances may be sanctioned under the vehicle advance Rule of the Govt. of Maharashtra be and hereby adopted and there rules will be followed by FDCM mutatis mutandis.

1. While sanctioning the vehicle advance to an employee it is to be confirmed that no vehicle advance and interest thereupon is outstanding against him. At the same time there should be a gap of atleast five years between first and second vehicle advance.
2. From the point of view that maximum employees should avail advantage of vehicle advance, 75% of the vehicle price be sanctioned from the second advance onwards.
3. The cheque should be issued in favour of the Seller from whom the vehicle is to be purchased.
4. The advance shall be at the rate of interest as prescribed by the Govt. for their employees from time to time.
5. The vehicle will be purchased within one month of the grant of the advance for which the payment will be released by the Corporation in the name of the Seller on the date of transaction.
6. The vehicle will be hypothecated to the Corporation and comprehensively insured, till the realization of the advance.
7. The advance shall be repaid in not more than 60 (sixty) installments, starting from the month subsequent to the month in which the vehicle is purchased.

6) Employees House Building Advance Rules⁵

For the purpose of sanctioning advances for purchases/construction of house by employees of FDCM Ltd. the House Building Advance Rules of the Government of Maharashtra are hereby adopted and these rules will be followed by FDCM Ltd. *mutatis mutandis*.

For the purpose of operating the rules the following clarifications are given.

1. **‘Competent Authority’** means, the Managing Director.
2. **‘Government’** under Govt. rules would mean Forest Development Corporation of Maharashtra Ltd., for the purpose of F.D.C.M.
3. **‘Employee’** means an employee of FDCM Ltd. i.e. excluding persons on deputation.
4. The power to interpret or to clarify shall rest with the Competent Authority.
5. The power to sanction loan under the rules vested in the Managing Director shall not be sub-delegated and the sanction shall be accorded by the Managing Director.
6. Managing Director shall have the power to lay down such guidelines or restrictions as may be deemed necessary for sanctioning the advance but within the overall scheme of the rules.
7. The facility of advances contemplated under this rule shall not be interpreted as a right or entitlement vested in the employee even if the criteria laid down in the rules may be satisfied.
8. The sanction of total loan for house building for employees shall be subject to provision in the budget and availability of funds.

\$ Added order No.ADM/EST-214/5854/ DT.15.6.1984.

7) Rules for Computer Advance

The rules laid by Govt. of Maharashtra for sanctioning computer advance (Finance Department, GR No. Advance 1096/CR 41/96/Expd, dt. 30.10.1996 and supplementary letter No.Advance 1098/CR 16/ 98/Expd, dt. 17.6.1998) have been accepted along with the amendments made therein from time to time so as to make them applicable to FDCM employees after making suitable changes in them.

The resolution in this regard was passed in the meeting of Board of Directors held on 29.6.1998. These rules came in force from 29.6.1998.

In the meeting of Board of Directors held on 29.9.1999 a decision was taken to waive the condition of basic pay of Rs. 2000/- or more as mentioned in the Govt. letter dt. 17.6.1998.

1. These rules may be called ‘FDCM Ltd. Computer Advance Rules’.
2. ‘Competent Authority’ means the Managing Director of the Forest Development of Maharashtra Limited or such other officer or officers of the Corporation to whom the Managing Director may delegate powers in respect of any or all the matters provided under the rules.
3. Wherever the term ‘Government’ is used in the Government Resolutions regarding computer advance it may be read as ‘FDCM Ltd.’ with reference to the subject.
4. ‘Employee’ means an employee of FDCM Ltd. only, excluding persons on deputation, who are eligible to receive the advance under these rules.
5. The power to interpret or to clarify shall vest with the Managing Director.

6. Managing Director shall have the power to lay down such guidelines or restrictions as may be deemed necessary for sanctioning the advance but within the overall scheme of the rules.
7. The facility of advances contemplated under this rule shall not be interpreted as a right or entitlement vested in the employee even if the criteria laid down in the rules may be satisfied.
8. The sanction of total loan for computer for employees shall be subject to provision in the budget and availability funds.

CHAPTER: 11

MEDICAL REIMBURSEMENT

EMPLOYEES MEDICAL REIMBURSEMENT RULES

General:

1. The Rules may be called FDCM Ltd. Employees Medical Reimbursement Rules.
2. In these rules unless the context otherwise requires.
 - a) **'Board'** means the Board of Director of the FDCM Ltd.
 - b) **'Competent Authority'** means the Managing Director of the FDCM Ltd. Or such other officer or officers of the Corporation to whom the Managing Director may delegate powers in respect of any or all the matters provided under the Rules.
 - c) **'Corporation'** means the Forest Development Corporation of Maharashtra Limited.
 - d) **'Employee'** means an employee of the Forest Development Corporation of Maharashtra Limited, and includes deputationists.
 - e) **'Dependant'** means the direct dependant of the employee viz. wife/husband wholly dependant parents, children including step children.
3. These rules will be applicable to all the employees of the Corporation.
4. The powers to interpret these rules and to sanction the claims hereunder will be exercised by the Competent Authority.

5. Entitlement:

The Corporation will reimburse actual expenses incurred by employee on medical attendance and treatment in connection with his own illness and his family. Such reimbursement shall be limited to a sum of Rs.900/*- per month with effect from 1/04/2013.

(* Amended vide MD's Order No.ADM/Estt-3/684, dated 22.05.2013)

6. Claims of Corporation employees and deputationists above the limit of Rs.900/- as stated in Rule 5 above will be entertained and decided by the Competent Authority provided such treatment is taken as per Government Medical Reimbursement Rules.
7. The claim shall be presented within one year from the date of completion of medical treatment. Belated claim is liable for rejection by the Competent Authority.

CHAPTER: 12

EMPLOYEES PROVIDENT FUND

The employees provident fund scheme under the Employees Provident Fund and Miscellaneous Provisions Act, 1952, has been made applicable to the F.D.C.M.Ltd. employees.

The Subordinate Offices and Head Office are registered independently under the provision of the Act with the respective Regional Provident Fund Commissioner.

The procedural formalities, requirements as are applicable are to be followed by the concerned registered offices.

The changes made from time to time as applicable to the FDCM Ltd. are to be followed by all the concerned offices.

Some Important provisions in respect of Payments by the Employer are as follows.

1) Contribution to the E.P. Fund.

- i) The contribution payable by the employer at present under the scheme is at the rate of 12% (Twelve percent) of basic wages and dearness allowance payable to each employee to whom the scheme applies.
- ii) The contribution payable by the employee under the scheme at present is equal to the contribution payable by the employer in respect of such employee.
- iii) Each contribution is to be calculated to the nearest rupee.

2) Payment of Contribution:-

The employer has to make payment of the Contributory Provident Fund (C.P.F.) contribution and administrative charges alongwith employee's contribution within fifteen days of the close of every month to the fund.

3) Duties of Employer:

- i) Employer should send to the Commissioner within fifteen days of the close of each month a return--
 - a) In Form 5 in case of the employee qualifying to become member of the fund for the first time during the preceding month together with the declaration in Form 2 furnished by such qualifying employee, and
 - b) In form No. 10 in case of the employees leaving service of the employer during the preceding month.
- ii) Employer should maintain an inspection notebook for an Inspector to record his observations on his visit to the establishment.
- iii) Employer should maintain accounts in relation to the amounts contributed to the fund by him and by his employees.

4) Damages for Default in Payment of Contribution / Penalties

Damages for default in payment of contribution and penalties for offences committed by the employer are applicable as per provision in the Act/ Scheme.

CHAPTER: 13
GROUP SAVINGS LINKED
INSURANCE SCHEME

Group Savings Linked Insurance Scheme (G.S.L.I.) has been made applicable to all the employees of F.D.C.M.Ltd. with effect from September 1989 as per rules of Life Insurance Corporation (L.I.C.) of India.

All the F.D.C.M.Ltd. employees on regular time scale who are eligible shall be members of this scheme.

This scheme shall not be applicable to part time employees, employees appointed during leave period, deputationists and daily wage workers.

The monthly contribution shall be paid to the L.I.C. through the Head Office after receipts of monthly information from the respective subordinate offices.

The claims of G.S.L.I. Schemes shall be preferred by the Head Office to the L.I.C. after the information from the subordinate offices are received and then the amount is released to the concerned employees, through the Division/Region, where they worked last.

CHAPTER: 14

GRATUITY AND RETIREMENT BENEFIT

1) GRATUITY

The gratuity is paid to officers and employees in F.D.C.M. Ltd. under provision of Payment of Gratuity Act, 1972 and this act may be called the payment of Gratuity (Amedment) Act 2010(2). It shall come in to force on such date as central Govt. may , by notification in the official Gazatte, appoint.

In section 4 of the payment of gratuity Act 1972 in sub-section(3) for the words Three lakhs and fifty thousand rupees “the word” ten lakhs rupees shall be substituted.

Ministry of labour and Employment vide its notification New Delhi 24th may 2010. So 1217 (E) in exercise of the power conferred by sub-section to of section 1 of the payment of gratuity (Amedment) Act 2010(15 of 2010) the central Govt. here by appoint the 24th day of May 2010 as the date on which the said Act shall come in to force.

The payment of gratuity to the employees is linked up with the Life Insurance Corporation of India through the Group Gratuity Cash Accumulation Scheme Trust.

The annual premium to the L.I.C. is made by the Head Office.

The claims are submitted to LIC by the General Manager (Head Quarter) from Head office. The payments are made by the Trust after receipt of amount by the Trust from the L.I.C. and routed through the Division/ Region concerned.

(2) LEAVE ENCASHMENT RETIREMENT BENEFIT

Leave Encashment Retirement benefit

The Payment of Leave encashment benefit to the employees is also linked up with Life Insurance Corporation of India.

The yearly contribution is paid by Head Office.

The claims of Divisions / Regions are processed by the Head Office and sent to L.I.C. for release of amount from the consolidated Policy Amount

The claims are directly paid to be concerned employees by the respective Divisions / Regions.

CHAPTER: 15

SECURITY FROM SUB-ORDINATES

Rules Regarding Security from Sub-ordinates in the FDCM Ltd.

These rules may be called Rules regarding Security from Subordinates in the FDCM Ltd. They will come into force with immediate effect. They cover all subordinates in the FDCM Ltd. including deputationists below the rank of Assistant Manager.

Rule 1: Cashier, Store-Keepers and Subordinates entrusted with the collection and/or custody of cash, stamps and stores shall be required to furnish security in one of the forms mentioned below.

- i) By execution of a personal security bond with two sureties in the form prescribed in Annexure A.
- ii) Fidelity guarantee policies in the form prescribed in Annexure B.
- iii) In cash, either in lump sum in the form prescribed in Annexure C, or by monthly deductions from pay in the form prescribed in Annexure D. Till the cash security by monthly deductions from pay is completed, personal security as stated in (i) above may be furnished.
- iv) Deposits in the Post Office Savings Bank. (Annexure E).
- v) P.L.I. or endowment insurance policy in the form prescribed in Annexure F.
- vi) Post office cash certificates in the form prescribed in Annexure G.

Rule 2: The sum for which the security is to be furnished shall be :

- i) the aggregate of pay and allowance payable to the subordinate for 12 months service or
- ii) the amount of funds which such subordinate holds at any one time in his custody or
- iii) Rs.20000/-*
whichever is least.

Rule 3: The security shall be obtained within a period of 30 days from the date of taking over charge of the post by the person concerned. The Head of the Office may, in exceptional circumstances, extend this period for a further period of 30 days, in case he is satisfied that it is not possible for the person concerned to furnish the necessary security within the prescribed period of 30 days. On no account, however, the total period to be allowed for furnishing security should exceed 60 days.

- Rule 4:** The solvency of the sureties referred to in Rule 1 (i) should be verified every year by the Head Office.
- Rule 5 :** The security referred to in Rule 1 (iv) (v) and (vi) should be formally transferred to the Head of the Office by designation.
- Rule 6 :** When a person vacates his post by reason of resignation, dismissal, death, retirement or otherwise, the security tendered by him for holding the said post shall be retained upto the end of one year from the date of vacating the post in question. The period of one year may, however, be relaxed in cases where the Head of the Office under whom the person was working, gives on his personal responsibility a specific certificate that there is no objection to release the security.
- Rule 7 :** The Head of the Office shall be responsible for proper maintenance of securities of persons who are required under these rules to furnish security. A register of securities in the prescribed form (Annexure I) shall be maintained by the Head of the Office.

ANNEXURE-A

[See Rule 1 (i)]

FORM OF PERSONAL SECURITY BOND

KNOW ALL MEN by these presents that I, A B of _____ am held and firmly bound unto the Forest Development Corporation of Maharashtra Ltd., Nagpur (hereinafter referred to as “the Corporation” which expression shall, unless excluded by or repugnant to the context, included his successors in office and assigns) in the sum of rupees _____ (Rs. _____) to be paid to the Corporation for which payment, well and truly to be made. I bind myself, my heirs, executors, administrators and legal representatives) by these presents.

WHEREAS the above bounden A, B was on the day of _____ 19 _____ appointed to and now hold the office _____ in the office of _____

AND WHEREAS the said A.B. ----- by virtue of such office is bound to collect (here describe the nature of the Cashier’s / Storekeeper’s /Sub-storekeeper’s / Subordinate’s duties) and to keep and render true and faithful accounts of his dealing with all property and moneys which may come in to his hands or possession or under his control, such accounts to be kept in form and manner that may from time to time be prescribed by duly constituted authority, and also to prepare and submit such returns, accounts and other documents as may from time to time be required of him)

AND WHEREAS the said A.B. _____ has in pursuance of rule 1 of the Corporation rules regarding securities from subordinates been called upon to execute a bond with two sureties in favour of the Corporation in the above mentioned sum of rupees _____ (Rs. _____) for the due and faithful performance by the said A.B. _____ of the duties of his office, and of any other office requiring security to which he may be appointed at any time and of other duties which may be required of him, while holding any such office as aforesaid and for the purpose of securing and indemnifying the Corporation against all loss, injury, damage, cost or expenses which the Corporation may, in any way, suffer, sustain or pay, by reason of the misconduct, neglect, oversight, or any other act of the said A.B. or of any person or persons acting under him or for whom he may be responsible.

NOW, the condition of the above written bond is such that if the said A.B has whilst he has held the said office of _____ as aforesaid, always duly performed and fulfilled the duties of his said office and if he shall whilst he shall hold the said office or any other office requiring security to which he may be appointed, or in which he may act, always duly perform and fulfill all and every the duties thereof respectively and other duties which may form time to time be required of him, while holding any such office as aforesaid and shall duly pay unto the Corporation fund all such, moneys as are payable to Corporation and shall come into his

possession or control by reason of the said office and shall duly account for and deliver up all moneys, papers and other property which shall come into his possession or control by reason of the said office and if the said A.B. his heirs executors or administrators shall pay or cause to be paid unto the Corporation the amount of any loss or defalcation in the accounts of the said _____ within of any loss or defalcation in the accounts of the said _____ within 24 hours after the amount of such loss or defalcation shall have been demanded and left at the office or last known place of residence of the said A.B. and shall also at all times indemnify and save harmless the Corporation from all and every loss, injury, damage, costs or expenses which has been or shall or may at any times or time hereafter during the service or employment of the said A.B. in such office as aforesaid, or any such other offices aforesaid, be sustained, incurred, suffered, or paid by the Corporation by reason of any act, embezzlement defalcation, mismanagement, neglect, failure, misconduct, default, disobedience, omission or insolvency of the said A.B. of any person or persons acting under him or for whom he may be responsible, then this obligation shall be void and of no effect, otherwise the same shall be and remain in full force.

AND IT IS HEREBY FURTHER AGREED THAT in the event of the death of the said A.B. or on the final termination of the service of the said A.B. whether as such as aforesaid, or otherwise, or in the event of the said A.B. ceasing to hold any office requiring security this bond shall remain with the _____ “permanently or until it is certain that there is no further necessity for keeping it” for recovering any loss, injury, damage costs or expenses that may have been sustained, incurred or paid by the Corporation owing to the act, neglect or default of the said A.B. or any such other person or persons as aforesaid and which may not have been discovered until after his death or the termination of his said service or his ceasing to hold any office for which the security was required.

PROVIDED always that without prejudice to any other rights or remedies for recovering the loss or damage as aforesaid it shall be open to the Corporation to recover the amount payable under this bond as an arrear of land revenue.

In the WITNESS WHEREOF THE said A.B has hereunto set his hand this day of _____ 19 _____

Signed and delivered by the above named A.B.

In the presence of

- 1.
- 2.

(Signatures)

We _____ hereby declare ourselves sureties for the above said A.B. that he shall do and perform all that he has above undertaken to do and perform, and in case of his making default therein, we hereby bind ourselves jointly and severally to forfeit to the Corporation the sum of Rs. _____ in which the above said A.B. has bound himself or such other lesser sum as shall be deemed to be sufficient the _____ to cover any loss or damage which the Corporation may sustain by reason of such default.

And we agree that the Corporation may, without prejudice to any other rights or remedies of the Corporation, recover the said sum as an arrear of land revenue.

And we also agree that neither of us shall be at liberty to terminate his suretyship, except upon giving to the said* _____ six calendar months and notice in writing of his intention so to do and our joint and sever liability under this bond shall continue in respect of all acts, embezzlements, defalcations, mismanagements, neglects, failures, misconducts, defaults, disobedience, omissions and insolvencies on the part of the said _____ until the expiration of the said period of six months.

Dated this the _____ day of 19 _____

* To be filled in

Signature of sureties in the presence of

- 1.
- 2.

(Signature)

In the presence of

- 1.
- 2.

(Signature)

ANNEXURE-B

[See Rule 1 (ii)]

FORM OF FIDELITY GUARANTEE POLICY

THE ----- INSURANCE COMPANY LIMITED First Premium: Rs.

Annual Premium: Rs. _____

Sum Guaranteed: Rs. _____

WHEREAS _____ (hereinafter called the “servant) is in, or about to be taken into the employment of the Forest Development Corporation of Maharashtra Ltd., Nagpur (hereinafter called the “Corporation”) in the capacity of and has, with the consent of the Corporation, applied to the Insurance Company Limited (hereinafter called the “Company), to guarantee honest and faithful accounting for all moneys, stores, stamps or any other property received by, or entrusted to him, in such capacity.

2. AND WHEREAS the sum of Rs. _____ has been paid to the Company as the premium or consideration for such guarantee commencing from the date of this agreement and terminating on the thirty-first day of March.

3. NOW, THEREFORE, this agreement witnesseth that in consideration of the premises, and during the period commencing and terminating as aforesaid, and afterwards during each succeeding year from the 1st day of April of each year in respect of which the Annual Premium as above stated shall, before or on the 20th day of April, be paid to the Company, and the Company shall consent to receive the same, the Company doth hereby guarantee to Corporation that the servant shall, during the subsistence of this Agreement, honestly and faithfully account to Corporation for all moneys, stores, stamps or any other property which he shall receive or be entrusted with on account of Corporation and the Company guarantees, to the extent hereinafter mentioned, to indemnify Corporation against all loss, injury or damage in such moneys, stores, stamps or other property which the all loss, injury or damage in such moneys, stores, stamps or other property which the Corporation may in any way suffer or sustain by any act of acts of default, negligence, oversight, fraud, misconduct or dishonesty of the servant committed during the period for which the aforesaid premium has been paid by the servant.

4. PROVIDED THAT the sum recoverable under this Agreement shall in no case exceed Rs. _____

5. The Company reserves the right to insist upon prosecution of the servant in the event of his dishonesty.

Dated at _____ This _____ day of _____ Nineteen hundred and _____

Signed on behalf of the _____ Company.

ANNEXURE-C

[See Rule 1 (iii)]

FORM OF CASH SECURITY BOND

KNOW ALL MEN BY THESE PRESENTS I A. B. _____ am held and firmly bound unto the Forest Development Corporation of Maharashtra Ltd., Nagpur (hereinafter referred to as Corporation in the sum of Rs. _____ (Rs. _____) to be paid to the Corporation for which payment, well truly to be made, I and my self my heirs, executors, administrators and legal representatives by these presents.

SIGNED and dated this _____ day of _____ One thousand nine hundred __

WHEREAS the above named Bounden, A.B. (hereinafter referred to as the "the Bounden") was on the _____ day of _____ 19 _____ appointed to and now holds the office of _____ in the office of _____.

AND WHEREAS the Bounden by virtue of holding such office is bound to collect _____ (here describe the nature of the Cashier / Store Keeper's / Sub-Store Keeper's / Subordinate's duties) and to keep and render true and faithful accounts of his / her dealing with all property and moneys which may come into his/her hands or possession or under his/her control, such accounts to be kept in the form and manner that may, from time to time, be prescribed by duly constituted authority, and also to prepare and submit such returns, accounts and other documents as may from time to time be required of him/her.

AND WHEREAS the Bounden has in pursuance of Rule 1 of the Corporation rule regarding security for subordinate delivered to and deposited with _____ the sum of Rs. _____ (Rs. _____) in cash as security for the due and faithful performance by the Bounden of the duties of his/her said office or any other office required security to which he/she may be appointed at any time and of other duties which may be required of him/her while holding any such office as aforesaid and for the purpose of securing and indemnifying the Corporation against all loss, injury, damage, costs, charges and expenses which the Government may, in any way, suffer, sustain or have to pay, by reason of the misconduct, neglect, oversight or any other act or omission of the Bounden or of any person or persons acting under him/her or for whom he/she may be responsible.

AND WHEREAS the Bounden has entered into the above bond in the sum of Rs. _____ (Rs. _____) conditioned for due performance by the Bounden of the duties of the said office and of other duties pertaining thereto or which may lawfully be required of him/her and to indemnify the Corporation against loss from or by reason of the acts of defaults of the Bounden and of all and every other person and persons aforesaid.

NOW THE CONDITION OF THE ABOVE WRITTEN BOND is such that if the Bounden has whilst he/her has held the said office of _____ as aforesaid, always duly performed and fulfill the duties of his/her said office and if he/she shall whilst he/she shall hold the said office or any other office requiring security to which he/she may be appointed or in which he/she may act always duly perform and fulfill all and every duties thereof respectively and other duties which may from time to time be required of him/her while holding any such office as aforesaid, and shall duly pay into the Corporation Fund _____ all such moneys and securities for moneys as are payable or deliverable to Corporation and shall come into his/her possession or control by reason of the said office and if the Bounden, his/her heirs, executors, administrators or legal representative shall pay or cause to be paid unto the Corporation the

amount of any loss or defalcation in the accounts of the said ----- within 24 hours after the amount of such loss and or defalcation shall have been demand from Bounden by the ----- such demand to be in writing and shall also at all times indemnify and keep identified and save harmless the Corporation of form and against all and every loss, injury, damage, actions, suits, proceedings, costs, charges or expenses which has been or shall or may at any time or times hereafter during the service or employment of the Bounden in such office as aforesaid or any such offices aforesaid be sustained, incurred, suffered, brought, filled or commenced or paid by the Corporation be reason or any act, embezzlement, defalcation, mismanagement, neglect, failure, misconduct, default, disobedience, omission or insolvency or the Bounden or of any person or persons acting under him or for whom he may be responsible then this obligation shall be void and no effect, otherwise the same shall be and remain in full force.

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED BY and between the parties hereto that the said sum of Rs. _____ (Rs. _____) so delivered and deposited as aforesaid shall be and remain with the _____ (Designation of the officer) for the time being as such security as aforesaid with full power to the ____ (Designation of the Officer) for the time being and occasion shall require, to apply the said sum of Rs. _____ or any part thereto, in and towards the indemnity of the Corporation or otherwise as aforesaid.

AND IT IS HEREBY FURTHER AGREED THAT in the event of the death of Bounden or the final termination of service of the Bounden whether as _____ as aforesaid of otherwise or in the event of the Bounden ceasing to hold any office requiring security the said sum of Rs. _____ (Rs. _____) shall be retained by the Corporation for _____ months after the Bounden has either died while holding the said office or has quitted the said office or ceased to hold any office requiring security and the said sum or so much thereof as shall then remain in deposit and shall not have been applied or appropriate as aforesaid shall, on the expiration of the said period of _____ months, be returned to the Bounden or his / her heirs and legal representatives as the case may be without interest and this bond shall remain with the _____ (Designation of the officer) for recovering any loss, injury, damage, cost or expenses that may ;have been sustained, incurred or paid by the Corporation owing to any act, neglect or default of the Bounden or any such other person or persons as aforesaid and which may not have been discovered until after his/her death or the termination of his/her said service, or ceasing to hold any office for which the security was required.

PROVIDED ALWAYS that the return at any time of the said security shall not be deemed to affect or prejudice the right of Corporation to take proceeding; upon or under this bond against the Bounden or against his/her heirs, executors, administrators or legal representative after his/her death, in case any breach of conditions of this bond shall be discovered after the return of the said security and the responsibility of the Bounden or his estate as the case may be, shall all times continue, and the Corporation shall be fully indemnified against all such loss or damage as aforesaid at any time.

PROVIDED FURTHER that nothing herein contained nor the security hereby given shall be deemed to limit the liability of the Bounden in respect of matters aforesaid to the forfeiture of the said sum of Rs ----- (Rs. -----) or any part or parts thereof and that should the said sum be insufficient to indemnify the Corporation in full or any loss or damage sustained by them in respect of matters aforesaid or any of them the said Bounden shall pay to the Corporation on demand such further sum as shall be deemed by the ----- to be necessary, in

addition to the said sum of Rs. ----- (Rs. -----) to cover loss or damage as aforesaid and that without prejudice to any other rights and remedies for recovering the loss or damage as aforesaid it shall be open to the Corporation to recover such further sum payable as aforesaid as arrears of land revenue.

IN WITNESS WHEREOF the Bounden has hereto set his hand the day and year hereinabove written

SIGNED AND DELIVERED by the above Bounden in the presence of -----

In the presence of

1.

2.

(Signature)

ANNEXURE-D

[See Rule 1 (iii)]

FORM OF CASH SECURITY BOND WHERE SECURITY TAKEN IN CASH BY MONTHLY DEDUCTION FROM PAY

KNOW ALL MEN BY THESE PRESENTS I A. B. _____ of _____ am held and firmly bound unto the Forest Development Corporation of Maharashtra Ltd., Nagpur (hereinafter referred to as Corporation in the sum of Rs. _____ (Rs. _____) to be paid to the Corporation for which payment, well and truly to be made, I bind my self my heirs, executors, administrators and legal representatives by these presents.

SIGNED and dated this _____ day of _____ One thousand nine hundred __

WHEREAS the above named Bounden, A.B. (hereinafter referred to as the "the Bounden") was on the _____ day of _____ 19 _____ appointed to and now holds the office of _____ in the office of _____.

AND WHEREAS the Bounden by virtue of holding such office is bound to collect _____ (here describe the nature of the Cashier / Store Keeper's / Sub-Store Keeper's / Subordinate's duties) and to keep and render true and faithful accounts of his / her dealing with all property and moneys which may come into his/her hands or possession or under his/her control, such accounts to be kept in the form and manner that may, from time to time, be prescribed by duly constituted authority, and also to prepare and submit such returns, accounts and other documents as may from time to time be required of him/her.

AND WHEREAS the Bounden has in pursuance of Rule 51 of the Bombay Financial Rules, 1959 delivered to and deposited with _____ the sum of Rs. _____ (Rs. _____) in cash by monthly deduction of Rs. _____ (Rs. _____) to be made from the salary of bounden by the----- for the time being until the whole of (Designation of the Officer.) The said sum of Rs. _____ (Rs. _____) shall have been so delivered and deposited, as security for the due and faithful performance by the Bounden of the duties of his/her said office and of any other office requiring security to which he/she may be appointed at any time and of other duties which may required of him/her while holding any such office as aforesaid and for the purpose of securing and indemnifying the Corporation against all loss, injury, damage, costs, charges and expenses which the Corporation may, in any way, suffer, sustain or have to pay, by reason of the misconduct, neglect, oversight or any other act or omission of the Bounden or of any person or persons acting under him/her for whom he/she may be responsible.

AND WHEREAS the Bounden has entered into the above bond in the sum of Rs. _____ (Rs. _____) conditioned for due performance by the Bounden of the duties of the

said office and of other duties pertaining thereto for which may lawfully be required of him/her and to indemnify the Corporation against loss from or by reason of the acts of defaults of the Bounden and of all and every other person and persons aforesaid.

NOW THE CONDITION OF THE ABOVE WRITTEN BOND is such that if the Bounden has whilst he/she has held that said office of _____ as aforesaid, always duly performed and fulfilled the duties of his/her said office and if he/she shall whilst he/she shall hold the said office or any other office requiring security to which he/she may be appointed or in which he/she may act, always duly perform and fulfill all and every duties thereof respectively and other duties which may from time to time be required of him/her while holding any such office as aforesaid or his/her ceasing to hold any office for which the Security was required and shall duly pay into the Corporation Fund at _____ all such moneys and securities for moneys as are payable or deliverable to Corporation and shall come into his/her possession or control by reason of the said office and shall duly account for and deliver up all moneys, papers and other property which shall come into his/her possession or control by reason of the said office and if the Bounden, his/her heirs, executors, administrators or legal representative, shall pay or cause to be paid unto the Corporation the amount of any loss or defalcation in the accounts of the said ---- within 24 hours after the amount of such loss and or defalcation shall have been demanded from Bounden by the ----- such demand to be in (Designation of the Officer) writing and left at the office or last known place of residence of the Bounden and shall also at all times indemnify and keep indemnified and save harmless the Corporation of from and against all and every loss, injury, damage, actions, suits, proceedings, costs, charges or expenses which has been or shall or may at any time or times hereafter during the service or employment of the Bounden in such office as aforesaid or any such offices aforesaid be sustained, incurred, suffered, brought, filled or commenced or paid by the Corporation by reason of any act, embezzlement, defalcation, mismanagement, neglect, failure, misconduct, default, disobedience, omission or insolvency of the Bounden or of any person or persons acting under him or for whom he may be responsible then this obligation shall be void and no effect, otherwise the same shall be and remain in full force.

PROVIDED ALWAYS AND IT IS HEREBY DECLARE BY and between the parties hereto that the said sum of Rs. _____ (Rs. _____) so delivered and deposited as such security as aforesaid with full power to the ----- for the time being as occasion shall require, to apply the said sum of Rs. _____ or any part thereof, in and forwards the indemnity of Corporation or otherwise as aforesaid.

AND IT IS HEREBY FURTHER AGREED THAT in the event of the death of Bounden or the final termination of service of the Bounden whether as _____ aforesaid of otherwise or in the event of the Bounden ceasing to hold any office requiring security the said sum of Rs. _____ (Rs. _____) shall be retained by Corporation for _____ months after the Bounden has either died while holding the said office or has quitted the said office or has ceased to hold any office requiring security and the said sum or so much thereof as shall then remain in deposit and shall

not have been applied or appropriated as aforesaid shall on the expiration of the said period of _____ months, be returned to the Bounden or his / her heirs and legal representatives as the case may be without interest and this bond shall remain with the _____ (Designation of the officer) for recovering any loss, injury, damage, cost or expenses that may have been sustained, incurred or paid by the Corporation owing to any act, neglect or default of the Bounden or any such other person or persons as aforesaid and which may not have been discovered until after his/her death or the termination of his/her said service, or ceasing to hold any office for which the security was required.

PROVIDED ALWAYS that the return at any time of the said security shall not be deemed to affect or prejudice the right of Corporation to take proceeding upon or under this bond against the Bounden or against his/her heirs, executors, administrators or legal representative after his/her death, in case any breach of conditions of this bond shall be discovered after the return of the said security and the responsibility of the Bounden or his estate as the case may be, shall at all times continue, and the Corporation shall be fully indemnified against all such loss or damage as aforesaid at any time.

PROVIDED FURTHER that nothing herein contained nor the security hereby given shall be deemed to limit the liability of the Bounden in respect of matters aforesaid to the forfeiture of the said sum of Rs. ----- (Rs. -----) or any part or parts thereof and that should the said sum be insufficient to indemnify the Corporation in full for any loss or damage sustained by them in respect of matters aforesaid for any of them the said Bounden shall pay to the Corporation on demand such further sum as shall be deemed by the ----- to be necessary, in addition to the said sum of Rs. ----- (Rs.-----) to cover loss or damage as aforesaid and that without prejudice to any other rights and remedies for recovering the loss or damage as aforesaid it shall be open to the Corporation to recover such further sum payable as aforesaid as arrears of land revenue.

IN WITNESS WHEREOF the Bounden has hereto set his hand the day and year hereinabove written SIGNED AND DELIVERED by the above Bounden in the presence of -----
-----.

- 1.
- 2.

(Signature)

ANNEXURE-E

[See Rule 1 (iv)]

FORM OF SECURITY BOND WHERE DEPOSITS IN POST OFFICE SAVINGS BANK ARE TAKEN AS SECURITY

KNOW ALL MEN BY THESE PRESENTS I A. B. of _____ am held and firmly bound unto the Corporation (hereinafter referred to as ("Corporation")) in the sum of Rs. ----- (Rs.-----) to paid to the Corporation for which payment, well and truly to be made, I bind myself, my heirs, executors, administrators and legal representatives by these presents.

WHEREAS the above bounden, A.B. on the _____ day of _____ 19 _____ appointed to and now holds the office of _____ in the office of _____ and whereas said A.B. ----- By virtue of such office is bound to collect _____ (here describe the nature of the Cashier / Store Keeper's / Sub-Store Keeper's / Subordinate's duties) and to keep and render true and faithful accounts of his / her dealing with all property and moneys which may come into his/her hands or possession or under his/her control, such accounts to be kept in the form and manner that may, from time to time, be prescribed by duly constituted authority, and also to prepare and submit such returns, accounts and other documents as may from time to time be required of him/her.

AND WHEREAS the said A.B. ----- has, in pursuance of Rule 1 of the Corporation Bank regarding securities from subordinate delivered to and deposited with the ----- (Desitnation of the officer) for the time being, the Post Office Savings Bank Pass Book No. ----- of him the said A.B. ----- duly endorsed in favour of the ----- (Designation of the officer) for the time being, and showing a sum of Rs. _____ (Rs._____) to be credit of the said A.B. ----- IN THE postal Saving Bank at ----- as security for the due and faithful performance by the said A.B. ----- of the duties his said office, and of any other office requiring security to which he may be appointed at any time and of other duties which may be required of him/her while holding any such office as aforesaid and for the purpose of securing and indemnifying the Corporation against all loss, injury, damage, costs, and expenses which the Government may, in any way, suffer, sustain or have to pay, by reason of the misconduct, neglect, oversight or any other act of the said A.B. ----- or of any person or persons acting under him/her of for whom he/she may be responsible.

NOW THE CONDITION OF THE ABOVE WRITTEN BOND is such that if the said A.B. ----- has whilst he/her has held the said office of _____ as aforesaid, always duly performed and fulfill the duties of his/her said office and if he/she shall whilst he/she shall hold the said office or any other office requiring security to which he/she may be appointed or in which he/she may act always duly perform and fulfill all and every duties thereof respectively and other duties which may from time to time be required of him/her while holding any such office as aforesaid, and shall duly pay into the Corporation Fund at _____ all such

moneys as are payable to Corporation and shall come into his/her possession or control by reason of the said office and if the said A.B. ----- his/her heirs, executors, administrators shall pay or cause to be paid unto the Corporation the amount of any loss or defalcation in the accounts of the said ----- within 24 hours after the amount of such loss or defalcation shall have been demanded from the said A.B. ----- by the ----- such demand to be in writing and left at the office or last known place of residence of the said A.B. ----- and shall also at all times indemnify and save harmless the Corporation from all and every loss, injury, damage, costs, or expenses which has been or shall or may at any time or times hereafter during the service or employment of the said A.B. ----- in such office as aforesaid or in such other offices aforesaid be sustained, incurred, suffered, or paid by the Corporation by reason or any act, embezzlement, defalcation, mismanagement, neglect, failure, misconduct, default, disobedience, omission or insolvency of the said A.B. of any person or persons acting under him or for whom he may be responsible then this obligation shall be void and of no effect, otherwise the same shall be and remain in full force.

PROVIDED ALWAYS and it is hereby declared and agreed that the said Post Office Saving Bank Pass Book and all moneys for the time being standing to the credit of the said A.B. ----- in the Post Office Savings Bank at ----- and the interest on all such money shall be and ----- and the interest thereon or so much thereof as shall be required, and to apply the same in and towards the indemnity as aforesaid of the Corporation otherwise as aforesaid, but that nevertheless the interest accruing on the said moneys may in the meantime be paid over the said A.B. ----- as and when the same shall be realized if the ----- for time being, shall think fit to do so.

AND IT IS HEREBY FURTHER AGREED THAT in the death of the said A.B. ----- or the final termination of service of the said A.B. ----- whether as such _____ as aforesaid, otherwise or in the event of the said A.B. ----- ceasing to hold any office requiring security the said postal Saving Bank Pass Book and the moneys for the time being to the credit of the said A.B. ----- IN the said Postal Savings Bank and this bond shall remain with and at the disposal of the designating of the (Designation of the officer) for the time being “permanently or until it is certain that there is no further necessity for keeping it” for recovering any loss, injury, damage, cost or expenses that may have been sustained, incurred or paid by the Corporation owing to any act, neglect or default of the said A.B. ----- or any such other person or persons as aforesaid and which may not have been discovered until after his/her death or the termination of his/her said service, or his ceasing to hold any office for which the security was required.

PROVIDED ALWAYS that the return at any time of the said security shall not be deemed to affect the right of the Corporation to take proceeding upon or under this bond against the said A.B. ----- or against his/her heirs, executors, administrators or legal representative after his/her death, in case any breach of conditions of this bond shall be discovered after the return of the said security and the responsibility of the said A.B. ----- shall at all times continue, and

the Corporation shall be fully indemnified against all such loss or damage as aforesaid at any time.

PROVIDED FURTHER that nothing herein contained nor the security hereby given shall be deemed to limit the liability of the said A.B. ----- in respect of matters aforesaid to the forfeiture of the said sum for which this bond is executed and that should the said sum be insufficient to indemnify the Corporation in full for any loss or damage sustained by him in respect of matters aforesaid, the said A.B. ----- shall pay to the Corporation on demand such further sum as shall be deemed by the ----- (description of security to be filled in) for the time being, to be necessary, in addition to the said sum of Rs. ----- (Rs.) to cover such loss or damage as aforesaid and that without prejudice to any other rights or remedies for recovering the loss or damage as aforesaid it shall be open to the Corporation to recover such further sum payable under this bond as aforesaid as arrears of land revenue.

IN WITNESS WHEREOF the said A.B. ----- has hereto set his hand ----- this ----- day of ----- 20

SIGNED AND DELIVERED by the above named A.B. ----- in the presence of

- 1.
- 2.

(Signature)

ANNEXURE-F

[See Rule 1 (v)]

FORM OF SECURITY BOND, WHERE POSTAL LIFE INSURANCE ENDOWMENT ASSURANCE POLICY IS TAKEN AS SECURITY

KNOW ALL MEN by these presents that I A.B. _____ of _____ am held and firmly bound unto the FDCM Ltd. Nagpur (hereinafter referred to as “the Corporation”) in the sum of Rs. _____ (Rupees _____) to be paid to the Corporation for which payment well and truly to be made. I bind myself, my heirs, executors, administrators, and legal representatives by these presents.

WHEREAS the above bounden A.B. _____ was on the _____ day of _____ 19 _____ appointed to _____ and now, holds the office of _____ in the office of _____ and whereas the said A.B. _____ by virtue of such office is bound to collect _____ (here describe in the nature of the Cashier’s/ Store-keeper’s/Sub-Store-keeper’s/ Sub-ordinate’s duties) and to keep and render true and faithful accounts of his dealings with all property and money which may come into his hands or possession or under his control, such accounts to be kept in the form and manner that may, from time to time, be prescribed by duly constituted authority, and also to prepare and submit such returns, accounts and other documents as may from time to time be required of him.

AND WHEARAS the said A.B. _____ has in pursuance of Rule 1 of the corporation Rules regarding securities for sub- ordinates delivered to and deposited with the _____ (Designation of the officer to be filled in) for the time being a Postal Life Insurance endowment Assurance Policy for the amount of Rupees _____ (Full particulars to be filled in) Rs. _____ The surrender value whereof on this date is Rs. _____ and bearing No. _____ (hereinafter called “the said policy”) duly assigned in favour of the _____ (Designation of the officer to be filled in) for the time being along with the premium receipt book in respect of the said policy as security for the due and faithful performance by the said A.B. _____ of the duties of his said office, and of any other office requiring security to which he may be appointed at any time and of other duties which may be required of him while holding any such office as aforesaid and for the purpose of securing and indemnifying the Corporation against all loss, injury, damage, costs or expenses which the Corporation may, in any way suffer, sustain or pay, by reason of the misconduct, neglect, oversight or any other act of said A.B. _____ or of any person or persons acting under him or for whom he may be responsible.

NOW , the condition of the above- written bond is such that if the said A.B. _____ has whilst he had held the said office of _____ as aforesaid, always duly performed and fulfilled the duties of his said office and if he shall, whilst he shall hold the said office or any other office requiring security to which he may be appointed, or in which he may act, always duly perform and fulfill all and every the duties thereof respectively and other duties which may from time to

time be required of him while holding any such office as aforesaid and shall duly pay into the Corporation Fund at ____ all such moneys as are payable to Corporation and shall come into his possession or control by reason of the said office and shall duly account for and deliver up all moneys, papers and other property which shall come into his possession or control by reason of the said office and shall duly account for and deliver up all moneys, papers and other property which shall come into his possession or control by reason of the said office and if the said A.B. ____ his heirs, executors or administrators shall pay or cause to be paid unto the Corporation the amount of any loss or defalcation in the account of the said ____ within 24 hours after the amount of such loss or defalcation shall have been demanded from the said A.B. _____ by the ____ such demand to be in writing and left at the office or last known place or residence of the said A.B. _____ and shall also at all times indemnify and save harmless the Corporation from all and every loss, injury, damage, costs, or expenses which has been or shall or may at any times or time hereafter during the service of employment of the said A.B. _____ in such office as aforesaid, or in any such other offices aforesaid, be sustained, incurred, suffered, or paid by the Corporation by reason of any act, embezzlement, defalcation, mismanagement, neglect, failure, misconduct, default disobedience, omission or insolvency of the said A.B. _____ or of any person or persons acting under him or for whom he may be responsible, then this obligation shall be void and of no effect; otherwise he same shall be and remain in full force.

PROVIDED ALWAYS and it is hereby declared and agreed that the said policy so delivered and deposited as aforesaid shall remain with the ____ (Designation of the officer to be filled in) for the time being, as such security as aforesaid, with full power to the _____ (Designation of the officer to be filled in) for the time being, as occasion shall require, to realize from the Postal Authorities or otherwise recover the amount for the time being of the surrender value of the said policy and to apply the proceeds thereof, or any part thereof in and towards the indemnity as aforesaid of the Corporation or otherwise as aforesaid.

AND IT IS HEREBY FURTHER AGREED that in the event of the death of the said A.B. _____ or on the final termination of the service of the said A.B. _____ whether as such ____ as aforesaid or otherwise or in the event of the said A.B. _____ ceasing to hold any office requiring security the said policy this bond shall remain with the ____ (Designation of the officer to be filled in) for the time being permanently or until it is certain that there is no further necessity for keeping it, for recovering any loss, injury, damage, costs, or expenses that may have been sustained, incurred or paid by the Corporation owing to the act, neglect or default of the said A.B. _____ or any such other person or persons as aforesaid and which may not have been discovered until after his death or the termination of his said service or his ceasing to hold any office for which the security was required _____

A.B. ____ doth hereby covenant with the Corporation that the said policy is valid and subsisting and that nothing should be done of suffered whereby the ____ (Designation of the officer to be filled in) may be prevented from realizing or otherwise recovering the moneys due there under or any part thereof as and further that if the said policy shall become voidable or void he the said A.B. _____ shall forthwith at his own sole cost do all such things as may be

necessary to keep the said policy on foot (if only voidable) or for effecting or enabling the said _____ (Designation of the office to be filled in) to effect (as the _____ (Designation of the officer to be filled in) is hereby authorized to do) a new policy or policies on life of the said A.B. _____ (if it shall become void) and for authorizing the said _____ to deduct from the salary of the said A.B. _____ and pay to the Postal Authorities such monthly or other premia as may have to be paid under such new policy or policies. Such new policy or policies to be for such sum or sums as would have been payable under the said void policy if the life insured had ceased immediately before the same become void and to be effected in the name of the _____ (Designation of the officer to be filled in) and that every such new policy or policies and the moneys to be assured thereby shall be subject to the provisions herein contained as fully to all intents as the said policy.

AND IT IS HEREBY FURTHER AGREED AND DECLARED that the said A.B. _____ shall during the continuance thereof punctually pay all the premia for keeping alive the said policy or any such new or substituted policy as aforesaid within one week from after the same shall from time to time have become due and shall deliver the receipts if separately granted for every such payment to the _____ (Designation of the officer to be filled in) and that if default shall be made by the said A.B. in the punctual payment of the premia payable under the new or substituted policy as aforesaid it shall be lawful for the _____ (Designation of the officer to be filled in) to pay the amount of the premium so payable and to deduct the same from the salary of the said A.B. _____

PROVIDED always that the return at any time of the said policy or any such new or substituted policy as aforesaid shall not be deemed to affect the right of the Corporation to take proceedings upon or under this bond against the said A.B. _____ or against his heirs, executors, administrators or legal representative after his death, in case any breach of the condition of this bond shall be discovered after the return of the said policy or any such new or substituted policy as aforesaid and the responsibility of the said A.B. _____ shall at all times continue, and the Corporation shall be fully indemnified against all such loss or damage as aforesaid at any time.

PROVIDED further that nothing herein contained or the security hereby given shall be deemed to limit the liability of the said A.B. _____ in respect of the matters aforesaid, to the forfeiture of the sum for which this bond is executed and that should be the sum realized or recovered under the power aforesaid, by the surrender of the said policy or any such new or substituted policy as aforesaid or otherwise howsoever be insufficient to indemnify the Corporation in full for any loss or _____ sustained by him in respect of the matters aforesaid, the A.B. _____ shall pay to the Corporation on demand such further sum as shall be deemed by the _____ (Designation of the officer to be filled in) for the time being to be necessary in addition to the sum realized or recovered as aforesaid to cover such loss or damage as aforesaid and that without prejudice to any other rights or remedies for recovering the loss or damage as

aforesaid it shall be open to Corporation to such further sum payable as aforesaid under this bond as an arrear of land revenue.

IN WITNESS WHEREOF the said A.B. _____ has hereby set his hand this _____ day of _____ 200 ____

Signed and delivered by the above named A.V.

In the presence of

1.

2.

(Signature)

ANNEXURE-G

[See Rule 1 (vi)]

FORM OF SECURITY BOND, WHERE SECURITIES MENTIONED IN RULE 1(VI) OF CORPORATION RULES REGARDING SECURITIES FROM SUBORDINATE ARE TAKEN AS SECURITY

KNOW ALL MEN by these presents that I, A.B. _____ of _____ am held and firmly bound sum of Rs. _____ (Rs. _____) to be paid to the Corporation for which payment well and truly to be made, I bind myself, my heirs, executors, administrators and legal representatives by these presents.

WHEREAS the above bounden A.B. ----- was on the _____ day of _____ 19 _____ appointed to and now holds the office of _____ in the office of _____ And whereas the said A.B. _____ by virtue of such office is bound to collect _____ (here describe the nature of Cashier's / Store Keeper's / Sub-Store-Keepers/Subordinate's duties) and to keep and render true and faithful accounts of his dealings with all property and money which may come into his hands or possession or under his control, such accounts to be kept in the form and manner that may from time to time be prescribed by duly constituted authority and also to prepare and submit such returns accounts and other documents as may from time to time be required of him.

AND WHEREAS the said A.B. ----- has, in pursuance of Rule 1 of Corporation Rules regarding securities from Subordinate delivered to and deposited with the _____ (Designation of the officer to be filled in) for the time being _____ (Description of the security to be filled in) to the amount of Rs. _____ (Full particulars to be filled in) (Rs. -----) and bearing No. ----- (full particulars to be filled in) of _____ duly endorsed in favour of the _____ (Designation of officer to be filled in) for the time being as security for the due and faithful performance by the said A.B. _____ of the duties of his said office and of any other office requiring security to which he may be appointed at any time and of other duties which may be required of him, while holding any such office as aforesaid and for the purpose of securing and indemnifying the Corporation against all loss, injury, damage, costs or expenses which the Corporation may, in any way, suffer sustain or pay, by reason the misconduct, neglect, oversight or any other act of the said A.B. ----- or of any person or persons acting under him or for whom he may be responsible

NOW the condition of the above written bond is such that if the said A.B. ----- has whilst he has held the said office of ----- as aforesaid, always duly performed and fulfilled the duties of his said office and if he shall, whilst he shall hold the said office or any other office requiring security to which he may be appointed, or in which he may act, always duly perform and fulfill all and every the duties thereof respectively and other duties which may from time to time be required of him, while holding any such office as aforesaid and shall duly pay into the Corporation Fund ----- all such moneys as are payable to Corporation and shall come into his

possession or control by reason of the said office and shall duly account for and deliver up all moneys, papers and other property which shall come into his possession or control by reason of the said office and if the said A.B. ----- his heirs, executors or administrators shall pay or cause to be paid unto the Corporation the amount of any loss or defalcation in the accounts of the said ----- within 24 hours after the amount of the ----- such demand to be in writing and left at the office or last known place of residence of the said A.B. ----- and shall also at all times indemnify and save harmless the Corporation from all and every loss, injury, damage, costs or expenses which the said A.B. ----- in such office as aforesaid or in any such other offices aforesaid be sustained, incurred, suffered, or paid by the Corporation by reason of any act, embezzlement, defalcation, mismanagement, neglect, failure, misconduct, defaults, disobedience, omission or insolvency of the said A.B. ----- or of any person or persons acting under him or for whom he may be responsible, then this obligation shall be void and of no effect, otherwise the same shall be and remain; in full force. Provided always and it is hereby declared and agreed that the said ----- (Description of security to be filled in) for Rs. ----- (Rs.-----) so delivered and deposited as aforesaid or such other securities mentioned in Rule 1 (vi) of the same amount as the said ----- (Designation of the officer to be filled in) for the time being may consent from time to time, to accept and receive in lieu of or exchange for the same or which the additional security to make; up the amount of the original security under this bond and the interest thereof shall be and shall remain with the ----- for the time being as such security as aforesaid, with full power to the ----- for the time being, as occasion shall require to sell and dispose off the said ----- (Description of security to be filled in) for Rs. - ----- (Rs. -----) or a sufficient portion thereof and to apply the proceeds thereof with the interest already accrued thereon in and towards the indemnity as aforesaid of the Corporation or otherwise as aforesaid, but that nevertheless the interest accruing on the said -----(Description of security to be filled in) may in the meantime be paid over to the said A.B. ----- as and when the same shall be realized if the ----- (Designation of the officer to be filled in) for the time being, shall think fit to do so.

AND IT IS HEREBY FURTHER AGREED that the in event of the death of the said A.B. ----- - or on the final termination of the service of the said A.B. ----- whether as such ----- as aforesaid, or otherwise or in the event of the said A.B. ----- ceasing to hold any office requiring security the said ----- (Description of security to be filled in) for Rs. ----- (Rs. -----) or such other securities as may have been substituted therefore or added thereto and this bond shall remain with the ----- (Designation of the officer to be filled in) for the time being. “permanently or until it is certain that there is no further necessity for keeping it” , for recovering any loss, injury, damage, costs or expenses that may have been sustained, incurred or paid by the Corporation owing to the act, neglect or default of the said A.B. ----- or any such other person or persons as aforesaid and which may not have been discovered until after his death or the termination of his said service or his ceasing to hold any office for which the security was required.

PROVIDED ALWAYS that the return at any time of the said ----- (Description of security to be filled in) or of any securities substituted therefore or added thereto as aforesaid shall not be

deemed to affect the right of the Corporation to take proceedings upon or under this bond against the said A.B. ----- or against his heirs, executors administrators or legal representatives after his death in case any breach of the conditions of this bond shall be discovered after the return of the said ----- (Descriptions of security to be filled in) or the securities substituted therefore or added hereto as aforesaid and the responsibility of the said A.B. ----- shall at all times continue, and the Corporation shall be fully indemnified against all such loss or damage as aforesaid at any time.

Provided further that nothing herein contained for the security hereby given shall be deemed to limit the liability of the said A.B. ----- in respect of the matters aforesaid, to the forfeiture of the sum for which this bond is executed and that should the sum realized by sale, under the power aforesaid, of the said ----- (Description of security to be filled in) of the securities substituted therefore or added thereto be insufficient to indemnify the Corporation in full for any loss or damage sustained by him in respect of the matters aforesaid, the said A.B. ----- shall pay to the Corporation on demand such further sum as shall be deemed by the ----- (Designation of the officer to be filled in) for the time being to be necessary in addition to the sum realized by sale as aforesaid to cover such loss or damage as aforesaid and that without prejudice to any other rights or remedies for recovering the loss or damage as aforesaid, it shall be open to the Corporation to recover such further sum payable as aforesaid under this bond as an arrear of land revenue.

IN WITNESS WHEREOF the said A.B. ----- has hereunto set his hand this -----day of -----20-----

Signed and delivered by the above named A.B. ----- in the presence of

- 1.
- 2.

Signature

ANNEXURE – I

FORM OF REGISTER OF SECURITIES REFERRED TO IN RULE 7.

Sr. No.	Name of official furnishing security & designation	Prescribed amount of security	Amount of security furnished	Nature of security with relevant details	Signature of Head of Office	Results of annual verification security	Signature of Head office.
1	2	3	4	5	6	7	8

CHAPTER: 16

PURCHASE, MAINTENANCE AND VERIFICATION OF STORES AND STOCKS

1) PHYSICAL VERIFICATION OF STORES, ASSETS, TIMBER AND CONSUMABLE ARTICLES ETC.

The Forest Development Corporation of Maharashtra Ltd., being a Company registered under the Indian Companies Act, 1956, the provisions of the Indian Companies Act, 1956 are made applicable to the Company. Section 209 of the said Act provides that,

Every Company shall keep at its registered office proper books of accounts in respect of:-

- a) All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure has taken place.
- b) All sales and purchase of goods by the Company and
- c) Assets and liabilities of the Company.

As provided under this section proper books of account are to be maintained at the registered office of the Company as well as at all branches of the Company.

Section 209 also provides that, proper books of accounts shall not be deemed to be kept with respect to the matters specified therein,

- a) If there are not kept such books as are necessary to give a true and fair view of the state of affairs of the Company or branch office as the case may be and to explain its transactions, and
- b) If such books are not kept on accrual basis and according to the double entry system of accounting.

In view of the compliance of the statutory provisions in the Act, it is necessary to maintain proper books of accounts at Registered office as well as at all the branches.

Appointment of Auditors and their Report :

As per statutory provision, for auditing the Annual Accounts of the Company, the appointment of Statutory Auditors is made by the Comptroller and Auditor General of India (CAG). They have to give an Audit Report, which is required to be annexed alongwith the Annual Accounts. The Audit Report envisages the opinion on the following main points -

- a) Maintenance of proper books of accounts,
- b) Quantitative details of Fixed Assets,
- c) Physical verification of the Fixed Assets / stock etc.,
- d) Material discrepancies noticed in the physical verification,
- e) Internal control procedure,

- f) Procedure for determination of unserviceable or damaged stores or produce,
- g) True and fair view of the state of affairs and Profit & Loss A/c. of the Company.

The Statutory Auditors have to certify the Annual Accounts every year, and the statements of their opinion on the above main points are included in the Annexure to be enclosed with their Audit Report.

Further, as per provision under section 619 (4) of the Companies Act, 1956 the Comptroller and Auditor General of India, shall have the right to comment upon or supplement, the Audit Report in such a manner as he may think fit.

Considering the statutory provisions, as mentioned above, it is necessary to maintain proper books in respect of receipt and expenditure, purchases and sales, all assets and liabilities in the required manner at respective level.

Fixed Assets Register and Physical verification of Assets:

In compliance of the statutory provisions, the instructions have already been issued to all concerned regarding maintenance of Fixed Assets Register and physical verification of assets from time to time. As per instructions issued vide the Managing Director's office letter No.FA/ACT/94-95/3186 dt. 18.10.94, the physical verification of assets should be carried out at the end of March every year invariably and the physical verification report should be kept ready along with itemwise details of the assets. A physical verification certificate of the assets should be enclosed alongwith trial balance. It should be ensured that, the itemwise details of the assets, with its book values are in agreement with the Fixed Asset Register and inventory at respective level.

Maintenance of Timber Accounts:

Different types of forest produce are being obtained during thinning and other forestry operations every year. The Company generates income from sale of such forest produce, which is the main source of income to the Company at present. Out of the total production during a financial year, after disposal of certain quantity, there remains some closing stock of product unsold at the end of each financial year. As the Company has followed the Accrual Concept in preparation of accounts, the valuation of closing stock plays an important role while working out the profitability during the year and to disclose the true and fair position of the accounts.

In view of the above, it is necessary to maintain the physical record of different types of products, stock etc. and that may be in agreement with the closing stock worked out at the end of year in each Division. The physical record of the different forest produce is included in the Timber Accounts being maintained at each Division level. It is, therefore, required to maintain Timber Accounts up-to-date and the closing balance of forest produce shown in the timber accounts should be in agreement with the closing stock shown in the statement of valuation of closing stock.

Physical verification of closing stock at the end of the financial year should be carried out and a certificate of the concerned Divisional Manager to that effect should be enclosed along with the statement of valuation of closing stock to be attached with the trial balance of the Division.

Maintenance of Store A/cs :

Different types of store, spares etc. are purchased / obtained through I.D.Ts. The physical records of such stores, spares etc. should be maintained and kept up-to-date. Physical verification of such stores should also be carried out and the physical verification reports should be kept on record.

2) FIXATION OF ISSUE RATE FOR THE MATERIALS.

No.1258

Dt. the 10th Sept 76

CIRCULAR

SUB:- FIXING OF ISSUE RATE FOR THE MATERIALS.

Various types of construction works are executed departmentally in our Company Many item of works are done by engaging petty contractors on piece work basis on occasions construction works are also given on comprehensive lump sum contract for complete items of work. In all cases due to difficulties of availability of construction materials in the interior forest areas, construction material such as RCC pipes steel cement etc., are often required to be issued to contractors departmentally by the Divisional Managers. In the Public Works and Irrigation Department an issue price for such materials is fixed. No such issue rates are, however fixed by us, but recovery of such materials is being effected from contractors at their purchase price.

Construction materials purchased by our Company are required to be stored and guarded till their issue/use. We have also invariably to incur expenditure for transport of materials from points of receipt by us, to godown/place of delivery to contractors These transportation expenses, storage expenses etc., need to be taken into account of fixing issue Rate of such material whenever departmental supply of these materials is made to the contractors for our works and recoveries are required to be effected from the contractors at such Issue Rates so. that our Company may not be put to loss in these departmental supplies. The Issue Rate should also include an element of supervision charges.

In view, however, of the fact that in our Company, the procurement, transportation storage and issuance of such materials forms only very fractional part of the activity of the Company and the fact that it is not practicable to identify and determine actual charges on account of these items. It is hereby directed that the following additions are made to the purchase price of the articles to cover these charges and to determine the Issue Rate.

- | | |
|-----------------------|------------------------------------------------------------------------------|
| a) Transport charges: | Actual charges, if any, incurred in transportation from point of delivery by |
|-----------------------|------------------------------------------------------------------------------|

our suppliers upto the place of delivery to contractors.

- b) Storage and handling charges: 2% of purchase price.
- c) Supervision charges : 2% of (purchase price + a + b above)

All contracts wherever departmental supply of materials is contemplated should include a suitable clause for recovery of material costs at Issue Rates to be fixed by the competent officers. The Regional Managers/General Managers are requested to issue further detailed instructions in this regard to all concerned.

3) RULES FOR PURCHASE OF STORES IN FDCM LTD.

No. ADT/4824

Nagpur, dt. the 17-3-77.

ORDER

The accompanying Rules for purchase of Stores in the F.D.C.M. Ltd. including all its subordinate offices are approved and it is directed that they be introduced with immediate effect and scrupulously followed by all officers of the Company.

Rules for purchase of Stores in FDCM Ltd.

Preamble:

In order to safeguard the interests of the F.D.C.M. in the matter of procurement of stores, it is necessary to introduce a uniform procedure and regulate the purchases. The following rules are framed for this purpose for the guidance of all officers of the Company.

Section 1: SHORT TITLE AND EXTENT

1.
 - i) These rules may be called Rules for Purchase of Stores in the FDCM Ltd.
 - ii) They extend to all the establishments under the FDCM Ltd.
 - iii) These rules shall come into force with immediate effect.

Section II: DEFINITION

2. The term "Stores" used in the title of the Rules applies generally to all articles and materials purchased or otherwise acquired for use in the FDCM Ltd. including not only expendable and issuable articles in use like stationery articles, or accumulated for specific purposes, but also to articles of dead stock of the nature of plant, machinery, vehicles, instruments, furniture, equipment, fixtures, live stock etc.

Section III : GENERAL PRINCIPLES

3. An authority may, subject to the financial delegation of powers in the FDCM Ltd. , sanction the purchase of stores for use in the FDCM Ltd. in accordance with the provisions contained in the Rules. Sanctions so accorded should be recorded over the signature of the Competent Authority. Such purchases are also subject to the usual restrictions regarding existence of necessary appropriation and to any monetary limits and other conditions prescribed separately in regard to specific articles, classes of articles.
4. Purchases must be made in the most economical manner in accordance with specific requirements of the Corporation. Stores should not be purchased piecemeal. Periodical requirements may be framed in advance and as many articles of a particular kind as possible be obtained by means of single purchase. At the same time, care should be taken not to purchase stores much in advance of actual requirement if such purchase is likely to unnecessarily lock up Corporation funds and prove unprofitable to the Corporation. Articles of day to day consumption which cannot be purchased much in advance of actual requirements for reason that such purchase is likely to be unprofitable to the Corporation due to their perishable nature, may be purchased as frequently as necessary.
5. Purchase orders should not be split up to avoid the necessity of obtaining sanction of higher authority required with reference to the total amount of the orders.
6. Supply orders may not be issued so late in the Company year that they cannot possibly be complied with and paid for within that year.

Section IV: PROCEDURE & OTHER REGULATIONS

7. Individual items of equipment, plant, machinery, office appliances, special instruments and apparatus, estimated to cost more than Rupees five thousand each, and articles annually required in quantities aggregating not less than Rupees fifty thousand for each category of article, shall ordinarily be purchased after inviting tenders after wide publicity, and comparing lowest tendered rates with the rates in the price list of manufacturers, if any, or rates quoted by manufactures as the case may be, the lowest being ordinarily accepted subject to provisions of Rule 13 below. Against each tender, earnest money deposit @ Rs. 5% of the value of the item may be obtained in the form of a Bank Draft on a local bank so that the tenderer does not withdraw his offer within the validity period thereby causing inconvenience to the Company.

Care should be taken to ensure that the expenditure of calling tenders does not exceed 3% of the estimated value of purchases.

8. Articles costing less than the monetary value laid down above may be purchased after calling quotation, and on the basis of annual requirement of each article as far as possible.

9. If for any valid reasons the purchasing officer finds it difficult to call tenders/quotations as required by Rules 7 and 8 above, orders of the next higher officer for such purchases should invariably be obtained before actual purchase and reasons recorded in writing.
10. Specialized machinery or equipment having only one make or manufacturer or spare parts of machinery or equipment of particular make or manufacture may be purchased from such manufacturer or his authorized suppliers without calling tenders/quotations. If, however, the authorized suppliers are more than one, quotations should be called and lowest rate accepted.
11. Articles which are for the time being controlled by the Central or the State Government in release or in price shall be purchased from authorized stockiest. If such authorized stockiest are more than one, rates should be ascertained from them and purchases made at the lowest rates.
12. In case of purchase of items manufactured by reputed Firms, which publish a printed authorized price-list periodically the calling of tender/quotations should be in the form of an enquiry about the percentage of cash discount on the price in the price-list. In such cases, it is obligatory to keep on record the printed authorized price-list published by the manufacturer.
13. The purchase should, subject to foregoing rules, be made after inviting tenders/quotations and when bulk purchases are involved wide publicity should be given. When the last date for receipt of tender/quotation is fixed, the sealed envelopes containing the tender/quotations should not be opened till that date/hour, but should, on receipt be initialed and dated by a responsible officer and preserved intact and safely till the time of opening. The lowest tender/quotation should normally be accepted. In case however tender/quotation cannot be accepted, reasons for ignoring the lowest tender/quotations may be recorded in writing. The comparative statement should be kept on record.
14. A tender/quotation should be very specific regarding the description of the material to be purchased. The letter calling tender/quotation should clearly indicate detailed specifications of the material viz. quality, make, size, unit etc. The following points shall also invariably be included in the letter calling tender/quotations.
 - i) The tender/quotation should be in a sealed cover.
 - ii) Delivery schedule of material to be supplied.
 - iii) The rates called for in the quotation should be specific in regard to the point of delivery such as ex-godown, free- on- rail at destination station, delivered free at consignee's office etc. as the case may be.
 - iv) It should be stated that tenderer should clearly stipulate regarding liability for packing and forwarding charges.

- v) Mode and period of payment should be clearly stated.
 - vi) Period of validity of quotation be clearly stated by the tenderer.
 - vii) Taxes to be charged extra, if any, should be clearly indicated by the tenderer.
 - viii) Tenderer should specify the Sales Tax Registration Number.
 - ix) Time and place for opening of tender/quotations should be specified.
15. Advance payments to suppliers, before receipt of material may, as far as possible, be discouraged. If, however, a supplier puts the condition of advance payment in his tender/quotation, which is finally accepted, the supply order should clearly indicate that in case the material is not found to be of the specification/standard/quality mentioned in the supply order at the time of taking delivery, or if the delivery is not effected within the stipulated period, the advance payment be immediately refunded.
16. When a tender/quotation for the supply of materials is accepted at a higher rate on specific understanding that its supply be within specified period, the contract or letter of acceptance shall contain a clear penalty clause to the effect that in case the supply is not made within that period, the payment will be at the lowest rate tendered for the supply.
17. All material received should be examined, counted, measured or weighed, as the case may be, when delivery is taken and they should be taken in charge by a responsible officer of the Corporation who should see that the quantities are correct and their quality good and according to specifications, and certificate to that effect recorded. The officer receiving the stores should also be required to give a certificate that he has actually received the materials and has recorded them in the appropriate stock register under his initials.
18. Notwithstanding anything contained in the foregoing provisions of these rules, purchase of articles in emergent circumstances be made by the General Managers/Regional Manager and Divisional Manager to the extent necessary at a time without tenders/quotations provided that reasons for so doing are kept on record on the respective bill/bills, and the circumstances warranting such deviations from the above regulations are reported to the next higher authority.
19. Petty purchases upto Rs. 1000/-¹ (Rs. One thousand only) at a time may also be made by the General Managers /Regional Managers and Divisional Managers, without calling quotations.
20. If Heads of offices in FDCM Ltd. are registered as direct demanding officers with Central Stores Purchase Organization of State Government and/or the Director General of Supplies and Disposals for purchase of stores through Rate Contracts, the Heads of Office concerned can place order direct with the firm at the rate contract concluded by C.S.P.O. /D.G.S.D., and in such cases no tender/quotation will be required to be called.

1. Amended vide order No. GM/STR/3501, dt. 19/11/2008.

4) DISPOSAL OF UNSERVICEABLE ARTICLES OR SCRAP MATERIAL

Various stores material that has become unserviceable needs to be declared as scrap and written off from the records of the Company before being disposed off. Detail procedure to be followed in this regard has been given vide MD Office Circular No.Est/Store/3458 dt. 16.10.1985

i) Definition of Scrap : The stores materials that has become unfit for further use and which can not be made economical even after being repaired may be termed as scrap. It may include among other things –

- a) Vehicles – Jeep, Car, Pick up Vans, Trucks, Tractors etc.
- b) Machine & Equipment – i) Jeep Trailers, Tractor Trolleys, Water Tankers, Bulldozers, Oil Engines, Saw-mill Machinery etc.
ii) Stores – Saws, pick-axes, shovels, empty containers, used tyres and tubes,
- c) Furniture and Fixtures – Wooden furniture in offices and rest houses, electrical equipments etc.
- d) Equipment - Unrepairable typewriters, duplicators, calculators, coolers, computers etc.
- e) Instruments-
- f) Animals _ Elephants, buffaloes, bullocks etc.

ii) Constitution of Certifying Committee:

In order to declare the unserviceable articles as scrap it needs to be examined thoroughly and decision should be taken by the Competent Authority. A Certifying Committee may, therefore, be constituted for this purpose, for every Region of FDCM Ltd. This Committee shall examine the articles which have become unserviceable and certify whether it is worth to be declared as scrap and fit for being written off.

The Committee shall consist of –

- | | | |
|-------------------------------------------------------------------------------------|---|----------|
| 1) General Managers/Regional Manager of the concerned Region | - | Chairman |
| 2) Two Divisional Managers of the concerned Region | - | Members |
| 3) Executive Engineers (Mechanical Div.) of State Govt. Dept. working in the Region | - | Member |

iii) Procedure to declare articles as Scrap –

Vehicles / Articles / Equipment to be declared as scrap should first be examined thoroughly by the concerned Divisional Manager and a proposal may be submitted to the General Managers/Regional Manager for the scrutiny of the Certifying Committee.

- a) In case of articles costing less than Rs. 5000/- the General Managers /Regional Manager may accept the proposal and direct the Divisional Manager to collect them at one place.
- b) The articles costing more than Rs. 5000 may be examined by the General Managers/ General Managers/Regional Manager during his tour. If Regional Manager finds the articles to be fit for being declared as scrap, they may be collected at a central place.
- c) The scrap material to be disposed off should be collected at one suitable central place which is convenient for the purchasers and likely to fetch good price.
- d) The articles so collected for disposal should be arranged Project Divisionwise. The concerned Divisional Manager should compile all the requisite details of the articles so that the members of Certifying Committee may find all the information regarding them. A lot constituting large no. of articles should not be split in for any reason.
- e) Then, the members of Certifying Committee be invited for inspection of the material. If the article is found to be unserviceable and fit to be declared as scrap, the Committee should certify so giving valid reasons. The Committee should also determine the upset price of the article.
- f) Normally, the process of disposal of unserviceable articles be carried out during Oct. to Dec. every year so that final disposal takes place before rainy season.

iv) Instruction for declaring vehicles as condemned –

- a) If the controlling officer is convinced that the vehicle has become unserviceable because of continuous and sufficient use, the same should be referred to the Certifying Committee for further course of action.
- b) The Certifying Committee should take into consideration the faults in the vehicle, the expected expenditure on repairs and the present state of vehicle before certifying the vehicle as unserviceable. Besides this, the frequency of breaking down of the vehicle in last 3 years and the amount spent on repairs should also be taken into account.
- c) The minimum running limit of vehicle for being declared as condemned shall be as under-
 - a. Heavy Vehicles - 1.75 lakh km.
 - b. Light Vehicles - 1.80 lakh km.
- d) Besides this, the vehicle should have been used for minimum of 10 years.
- e) The concerned Divisional Manager should provide all the details of the vehicles along with the logbook to the Certifying Committee.

v) Disposal of Scrap by Sale:

- a) The articles declared as scrap by the Certifying Committee should be written off from the records by the Competent Authority. As per the delegation of powers the Managing Director is competent to write off articles having depreciated value upto Rs. 50,000. The General Managers /Regional Managers & Divisional Manager are empowered to write off the articles having depreciated value upto Rs. 10000/- and Rs. 5000/- respectively. For the disposal of the article proper procedure should be followed.
- b) The upset price of the articles should be determined and the articles be disposed off by auction sale. If the Certifying Committee has recommended for disposal of articles without selling in view of it not likely to fetch sufficient price, it should be done so. Managing Director has been delegated full powers in sanctioning the upset price (Sr. No.70 of Chapter 1 of Delegation of Powers).
- c) Managing Director has full powers of accepting the sale price / tender (Sr. No. 69 of delegation powers). Managing Director has sub delegated these powers to the General Managers /Regional Managers & Divisional Manager. Accordingly, GM/RM has got full powers and DM has powers upto Rs. 25000/- in this regard. These powers are applicable for individual articles.
- d) If any other articles are to be declared scrap under the powers of the Managing Director, a proposal in this regard should be submitted to the Head Office within one month of the meeting of the Certifying Committee.
- e) The DM should maintain a Lot Register providing details of the article declared as scrap as well as its final disposal.
- f) For disposal of the scrap, it should be classified as under-
 - (1) For scrap having approximate value or upset price of more than Rs. 2500 – Sealed tenders be invited.
 - (2) For scrap having approximate value or upset price of less than Rs. 2500 – Open auction be conducted.

vi) Disposal by calling Tenders:

While disposing off scrap materials having approximate value or upset price of more than Rs. 2500 sealed tenders should be invited by giving advertisement in local newspapers of different languages and displaying the same on the notice board of the office. The following terms and conditions should be incorporated in the tender-

- 1) The tender notice to be published in the newspaper and displayed on the office notice board should give details such as quantity / weight of material in each lot, last date and

time of acceptance of the tender, date and time of opening of tender. The advertisement of tender should be published at least 3 weeks prior to the sale of tender forms so that the tenderer gets sufficient time and opportunity to fill the tender.

The sale of the scrap material their no. and condition etc. shall be on As Is Where Is Basis.

- 2) The tender form giving details of terms and conditions should be sold at Rs. 5/- per form which shall be non transferable and non refundable. A separate register for sale of tender form should be kept. Further, an entry should be taken in the stock or asset register regarding the sale of articles.
- 3) The terms and conditions should contain the condition of payment of 25% of scrap material along with the tender. The tender being submitted without the prescribed Earnest Money Deposit (E.M.D.) shall be rejected.
- 4) The non compliance of any of the terms and conditions of the tender shall disqualify the tenderer.
- 5) The tenderer will have to pay the amount of sale along with the taxes in the office of the concerned Divisional Manager within 30 days of sale date.
- 6) The successful tenderer will have to take possession of the material within 30 days of sanction of the sale after payment of all the dues.
- 7) If the tenderer, who has paid all the dues within 30 days of sanction of sale, fails to lift the material, he may get an extension of 15 days for lifting the material from the Divisional Manager. However, he shall have to pay a ground rent at the rate of 2.5% of the sale price.
General Managers /Regional Manager may grant further extension of 30 days. For that the tenderer will have to pay in advance an amount not exceeding 5% of sale amount as ground rent. The tenderer shall be given possession of the material purchased by him only after payment of sale amount and the rent.
- 8) Divisional Manager shall have the right to withdraw any material from the auction or cancellation of the auction sale without giving any reason.
- 9) The tenderer shall be given possession of the material purchased by him in the presence of the Officer-in-Charge only on payment of the sale price, the taxes applicable and the ground rent (if applicable).
- 10) The tenderer will have to lift and transport the material purchased by employing his own labourers and at his own cost.
- 11) If the tenderer fails to make payment of sale amount within the prescribed time limit the E.M.D. paid by him shall be forfeited and the material shall be put for resale at the risk of the tenderer who purchased it. The loss incurred by FDCM Ltd. in the resale shall be recovered from the first purchaser.
- 12) The sale shall not be cancelled on the pretext of erroneous description of the material put to sale and no compensation shall be paid on account of this error.
- 13) The Tenderer / Purchaser can inspect the material put to sale prior to submitting the tender / participating in the auction sale on any working day during the office hours.
- 14) The sold material shall not be allowed to be lifted and transported on a holiday.

vii) Annual Report of Disposal of Unserviceable / Scrap Material –

All GMs/RM should submit detailed report on disposal of unserviceable articles / scrap materials to the Managing Director on 1st April every year. It should contain information pertaining to equipment / vehicles / machinery declared as unserviceable or scrap and the new requirement in place of old ones. If the no. of vehicles rendered scrap is more resulting in purchase of large no. of new vehicles, the disposal of vehicles should be done in a phased manner.

5) बे ाम (Unserviceable) वस्तू/भं ार (Scrap) ढाल यांची ढहामंडळाद्वारे विल्हेवाट.

क्र. ढां : प्रशा/ढांडार/166/2260

ढा ढार, दिढां 18.10.88.

विषय :- बे ाम (Unserviceable) वस्तू/भं ार (Scrap) ढाल यांची ढहामंडळाद्वारे विल्हेवाट.

संदर्भ :- या ार्यालयाचे ढरिढत्र क्र. ढां वि.स./प्रशा/ढांडार/३४५ॢ, दिढां १६.१०.१९ॢ५.

बे ाम वस्तू/भं ार ढाल याची ढहामंडळाद्वारे विल्हेवाट ढाव याचे या ार्यालयाचे ढरिढत्र क्र. ढां प्रशा/ढांडार/३४५ॢ, दिढां १६.१०.१९ॢ५ ढधील ढरिच्छेद ५ बघावा. ढढा ढी र ा सढितीने वस्तू भं ार व बे ाम ढ्ह ढून ढढाढित ढल्याढंतर, वस्तू बे ाम ढह ढून स ाम अधि ा-याढा घोषित ावयाचे ढहढव्यवस्थाढ ढ्रादेशि ढ्यवस्थाढ ढढा रू. १०,०००/- आढि विढा ढीढ ढ्यवस्थाढ ढढा रू. ५,०००/- चे अधि ार ढदत्त ढेले आहे. ए ा वस्तू ाीता ती ढि ढत अव ायीढं ढि ढत (Depreciated value) (घसारा वजा जाता उरलेली ढि ढत) सढजावी.

या ार्यालयाचे आदेश क्र. ADM/Estt-३/PWR/१९१/४१७३/fn. ५/२/२०११ ढढ्वये ढु य ढहढव्यवस्थाढ ढढा रू.२०,०००/- चे अधि ार ढदान ढेले आहे. (सार ढ्रंथ बाब क्र. ३१ (४२) ढहावा)

CHAPTER – 17
FINANCE & ACCOUNTS

1) Closing Balance with with Disbursers and Divisional Managers

No.ADM/PWR/2226

Nagpur, Date- 6 Sept., 2010.

CIRCULAR

Sub: Closing balance with Divisional Managers

Ref:-No. FA/ACT/1325/Nagpur dated 10.9.1981

In modification of the circular No.referred above, it is ordered that the limit of holding Bank balances with Divisional Managers is hereby enhanced to Rs. 2,00,000/- (Rs. Two lacs only), from the earlier limit of Rs. 75,000/- (Rs. Seventy five thousand only), with effect from 1st September 2010.

The instructions on the subject contained in the circular No. FA/4459/ dated the 21st January 1978 should be followed, with above modification, scrupulously.

Sd/-

Managing Director

To,

Regional Managers (all), FDCM Ltd.

Divisional Managers (all), FDCM Ltd.

C.A.&F.A. FDCM Ltd.

Chief Audit Officer, FDCM Ltd.

Pay & Accounts Officer, FDCM Ltd.

Audit Officers (all) FDCM Ltd.

2) Limits for Issues of Cheques –Enhancement of limits

No.ADM/PWR/2225

Nagpur, Date 6 Sept.,2010.

CIRCULAR

Sub: Advance for expenses to the disbursers... Enhancement of the Limit for issue of Cheques...

Ref:- This office Circular No. FA/2004/3680 date 9.11.2004

Considering the increase in wages and volume of works at field level and administrative difficulties explained by the Regional Manager in the R.M.s meeting held on 21.12.2009, the limit of issue of cheques to the disbursers is hereby enhanced from the present maximum Limit of Rs. 100000/- (Rs. One lac) to Rs. 300000/- (Rs. Three lacs) subject to the following conditions.

- i) The amount of security deposit is enhanced from Rs. 20,000/- (Rs. Twenty thousand) to Rs. 60,000/- (Rs. Sixty thousand).
 - ii) Instructions for handling of cash etc issued from time to time must be followed scrupulously.
 - iii) Divisional Managers must ensure that payment of forest advance is made to Range Forest Officers after verifying the pending vouchers for works and certificate to that effect be obtained from the concerned Assistant Managers. Instances of drawing large sum of forest advance for particular works and later diverting it for disbursement of altogether different category of works will be viewed adversely and Divisional Managers will be held personally responsible if this type of irregularities are noticed.
 - iv) It is expected that with the increase in forest advance limit payment to labour for different works shall be made timely by the Range Forest Officers.
 - v) The above limit shall be effective from 1st September 2010.
- 2.00 The present limit of closing balance with the disbursers at the end of month shall remain unchanged as Rs. 10,000/- (Rs. Ten thousand) only.

Sd/-

Managing Director

Compliance of the applicable provisions of Income Tax Act, 1961 & Rules

No. FA/TAX/2015/658

Nagpur, dt. 16.05.2015

C I R C U L A R

To,
The Chief General Managers (all)
The General Managers (all)
The Divisional Managers (all)
The Regional Manager, Sangli Region,
The Chief Audit Officer,
FDCM Ltd.

Sub: Compliance of the applicable provisions of Income Tax Act, 1961 & Rules

You are aware that the FDCM Ltd. has to comply with the provisions of Income Tax Act & Rules for the concerned Assessment Year, in respect of Tax deduction at source, Collection of tax, payment of tax and Income Return Filing.

The related provision under different section of the Income Tax Act applicable for the financial year 2015-16 are given as under for ready reference.

Tax Deduction at Source (TDS)

1) Section 192:- Salary

a) Point of Time at which Tax to be deducted at source.

Monthly at the time of payment where estimated salary exceed taxable limit.

b) Rate of tax at which TDS to be deducted.

The tax to be deducted at the rate prescribed in Part III of the First Schedule to the Finance Act.

The applicable rate of income tax for Financial Year 2015-16 are, as under:

Net income range	Income tax rates	Surcharge	Education cess	Secondary and higher education cess
Up to Rs. 2,50,000	Nil	Nil	Nil	Nil
Rs. 2,50,000 – Rs. 5,00,000	10% of (total income minus Rs. 2,50,000)	Nil	2% of Income Tax	1% of Income Tax
Rs. 5,00,000 – Rs. 10,00,000\	Rs. 25,000 + 20% of (total income minus Rs. 5,00,000)	Nil	2% of Income Tax	1% of Income Tax
Rs. 10,00,000 – Rs. 1,00,00,000	Rs. 1,25,000+30% of (total income minus Rs. 10,00,000)	Nil	2% of Income Tax	1% of Income Tax
Above Rs. 1,00,00,000	Rs. 28,25,000+30% of (total income minus Rs. 1,00,00,000)	12% of Income tax	2% of Income Tax and surcharge	1% of Income Tax and surcharge

Note: Rebate under section 87A – A resident individual (whose net income does not exceeds Rs. 5,00,000/-) can avail rebate under section 87A. The amount of rebate is 100% of income tax or Rs. 2,000/- whichever is less.

c) Due date for payment of tax to Government.

On or before seven days from the end of the month in which the deduction is made except for the month of March, which, should be done on 30th April.

d) Prescribed form and due date for issue of statement of tax deducted.

Quarterly statement of deduction of tax u/s 200(3) of Income tax Act 1961 in form No. 24Q.

Quarter ended on	Due date for issue of statement
30.06.2015	15.07.2015
30.09.2015	15.10.2015
30.12.2015	15.01.2016
31.03.2016	15.05.2016

e) TDS Certificate / Prescribed Form No.

Form No.16.

f) Due date for issue of TDS Certificate.

30th May of next financial year.

2) Section 194C:- Payments to Contractors:

a) Point of Time at which Tax to be deducted at source.

At the time of credit or payment which ever is earlier, where the amount of sum credited or paid exceed Rs.30,000 during the financial year.

b) Rate of tax at which TDS to be deducted.

In case of payment made to contractors –

i) Being an individual / HUF @ 1%

ii) Being a person other than individual @ 2%

c) Due date for payment of tax to Government .

On or before seven days from the end of the month in which the deduction is made, except for the month of March – 30th April.

d) Prescribed form and due date for furnishing / issue of statement of tax deducted.

Quarterly statement of deduction of tax u/s 200(3) of Income tax Act 1961 in form No. 26Q.

Quarter ended on	Due date
30.06.2015	15.07.2015
30.09.2015	15.10.2015
30.12.2015	15.01.2016
31.03.2016	15.05.2016

e) TDS Certificate / Prescribed form No.

Form No. 16A.

f) Due date for issue of TDS Certificate

Quarter ended on	Due date
30.06.2015	30.07.2015
30.09.2015	30.10.2015
30.12.2015	30.01.2016
31.03.2016	30.05.2016

3) Section 194I:- Rent Payable by person other than individual:

a) Point of Time at which Tax to be deducted at source.

At the time of credit or payment which ever is earlier, when aggregate amount credited or paid exceeds Rs.1, 80,000 during the financial year.

b) Rate of tax at which TDS to be deducted.

For the use of any machinery or plant or equipment @ 2%,

For the use of any land or building (including factory building) or land appurtenant to building or furniture or fittings @ 10%.

c) Due date for payment of tax to Government .

On or before seven days from the end of the month in which the deduction is made except for the month of March – 30th April.

d) Prescribed form and due date for issue of statement of tax deducted.

Quarterly statement of deduction of tax u/s 200(3) of Income tax Act 1961 in Form No. 26Q.

Quarter ended on	Due date
30.06.2015	15.07.2015
30.09.2015	15.10.2015
30.12.2015	15.01.2016
31.03.2016	15.05.2016

e) TDS Certificate / Prescribed form No.
Form No. 16A.

g) Due date for issue of TDS Certificate.

Quarter ended on	Due date
30.06.2015	30.07.2015
30.09.2015	30.10.2015
30.12.2015	30.01.2016
31.03.2016	30.05.2016

4) Section 194J:- Fees for Professional Services or Technical Services :-

a) Point of Time at which Tax to be deducted at source.

At the time of credit or payment which ever is earlier, when aggregate amount credited or paid exceeds Rs.30,000 during the financial year.

b) Rate of tax at which TDS to be deducted.

At the rate of 10%.

c) Due date for payment of tax to Government.

On or before seven days from the end of the month in which the deduction is made except for the month of March – 30th April.

d) Prescribed form and due date for issue of statement of tax deducted.

Quarterly statement of deduction of tax u/s 200(3) of Income tax Act 1961 in Form No. 26Q.

Quarter ended on	Due date
30.06.2015	15.07.2015
30.09.2015	15.10.2015
30.12.2015	15.01.2016
31.03.2016	15.05.2016

e) TDS Certificate / Prescribed form No.
Form No. 16A.

f) Due date for issue of TDS Certificate.

Quarter ended on	Due date
30.06.2015	30.07.2015
30.09.2015	30.10.2015
30.12.2015	30.01.2016
31.03.2016	30.05.2016

Tax Collection at Source (TCS)
Rates for tax collection at source

During financial year 2015-16, tax shall be collected under section 206C at following rates.

Different Nature of Goods	TCS rate
Category A-	
A3. Tendu Leaves	5%
A4. Timber obtained under forest lease	2.5%
A5. Timber obtained by any mode Other than a forest lease	2.5%
A6. Any other forest produce (not being timber/ tendu leaves)	2.5%
A7. Scrap	1%

Prescribed form and due date for furnishing.

Quarterly statement of deduction of tax u/s 206C(3) of Income tax Act 1961 in Form No. 27EQ.

Quarter ended on	Due date
30.06.2015	15.07.2015
30.09.2015	15.10.2015
30.12.2015	15.01.2016
31.03.2016	15.05.2016

TCS Certificate / Prescribed form No.

Form No. 27D.

Due date for issue of TCS Certificate.

Quarter ended on	Due date
30.06.2015	30.07.2015
30.09.2015	30.10.2015
30.12.2015	30.01.2016
31.03.2016	30.05.2016

“All above provisions are subject to change with change in finance act. Care should be taken to refer the related provisions in every financial year for amendments if any.”

-Sd-
Managing Director

4) The Maharashtra Value Added Tax Act, 2002 (VAT) – Instructions thereof.

NO: FA/MVAT/2010-11/113

Nagpur, dt.9.4.2010

CIRCULAR

To,

The Regional Managers(all)

The Divisional Managers (all)

Sub: The Maharashtra Value Added Tax Act, 2002 (VAT)
Increase in rate of Tax.

Ref: 1)Notification No.VAT/1510/CR-47/Taxation-1
dt.10.3.2010 w.e.f. 1.4.2010

2)Trade Circular 14 T of 2010 dt. 31.3.2010.

The Govt. of Maharashtra has amended provisions of MVAT Act 2002, which have been made effective from 1st April 2010. The amendment of tax rate made applicable in respect of Timber/Bamboo & Agricultural Equipments like tractors, trailers' parts & Tyre & Tubes etc. is related to functioning of the FDCM Ltd. and, therefore, the same is given herewith for your information and necessary action in the matter.

Sr. No.		Name of Commodity	Rate of Tax	w.e.f.
1	Schedule "C" Entry No.10	Bamboo	5%	1.4.2010 to date
2	Schedule "C" Entry No.96	Tractors, Trailers and Trolleys (Being agricultural tractors, trailers and Trolleys) harvesters attachments, parts components accessories tyres & tubes thereof.	5%	1.4.2010 to date
3	Schedule "C" Entry No. 108(2)	Sale of Timber, covered by C-108(2) was subject to tax @4% upto 31.3.2010. This concession has not been extended further and hence timber would be taxable @12.5% w.e.f. 1.4.2010.	12.5%	1.4.2010 to date
4	Schedule "E"	All goods not covered in any of the other Schedules.	12.5%	1.4.2010 to date

A copy of the Notification dt. 10.3.2010 & Trade Circular No.14 T of 2010 dt.31.3.2010 is also enclosed for your information and necessary action.

You are therefore, requested to get acquainted with the text of amended provisions in the MVAT Act, 2002, as amended from time to time, so as to avoid any contravention thereof.

-Sd-

MANAGING DIRECTOR.

Encl: As above.

5) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a) Basis of preparation of financial statements

The financial statements have been prepared and presented under the historical cost convention, on the accrual basis of accounting, in accordance with the provisions of the Companies Act 1956 ("the Act") and accounting principles generally accepted in India ("GAAP") and comply with the accounting standards prescribed in the Companies (Accounting Standards) Rules, 2006 issued by the Central Government in consultation with the National Advisory Committee on Accounting Standards, to the extent applicable.

The accounting policies followed in preparation of these financial statements are consistent with those followed in the previous year.

All assets and liabilities have been classified as current or non-current as per the Company's normal operating cycle and other criteria set out in the revised Schedule VI of Companies Act, 1956.

b)Use of estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period reported. The estimates and assumptions used in the accompanying financial statements are based upon management's evaluation of the relevant facts and circumstances as of the date of the financial statements, actual results could differ from those estimates.

Management believes that the estimates used in the preparation of financial statements are prudent and reasonable. Any revision to accounting estimates is recognized prospectively in the future periods.

Examples of such estimates include provisions for doubtful debts, income taxes, the useful lives of fixed assets etc.

c)Cash and cash equivalents

Cash and cash equivalents in the balance sheet comprise cash at bank and cheques/ drafts in hand, postal stamps in hand.

d)Common Expenditure

As per past practice, the establishment and other overheads which are treated as common expenses for Company as a whole, are apportioned and capitalized to certain long term earmarked activities executed during the year and balance to the Profit and Loss Account, as explained in Note No.24.

e) Direct Expenditure

The expenses directly allocated and incurred for activities are generally charged to those respective activities. Such expenses include wages, materials, establishment and other overheads cost.

The expenditure on stores and spares incurred during the year is charged to the respective heads of account during the year.

f) Inventory and Work in progress

The closing stock of material i.e. forest produce ready for sale is valued at production cost based on number of trees removed or average realizable value whichever is less. The closing balance of work in progress is valued at cost. As per the policy consistently followed by the Company, depreciation charged to profit and loss account has not been taken into account while calculating the production cost.

The Nursery and Plantations under different activities are valued at cost.

Expenditure equal to 10% of opening balance and additions during the year under Establishment of nursery account and 20% of gross expenditure under Establishment of Root trainer/Clonal nursery account is transferred to Teak nursery account, Root trainer / Clonal nursery account respectively. Where no nursery works are in operation, 10% / 20% of such expenditure is written off to profit & loss account. However, even where the nursery works are partly in operation, out of such 10% / 20% expenditure in proportion of actual utilisation of capacity compared to the targeted, is written off.

g) Writing off the Plantation Cost / Seed Plots

i) The proportionate initial plantation cost pertaining to the respective areas is written off in proportion that the trees removed bear to the trees standing immediately before thinning to take due cognizance of the differing survival percentage in different areas. The initial plantation cost of Bamboo plantations is written off in total eight cuts. The cost of the medicinal plantations is written off in the year of production considering the different period for the different plants. In respect of the plantations which are handed over to the project authorities or Govt. as per orders, the total initial plantation cost is written off / adjusted in the accounts. The development expenditure in respect of seed plots in Seed Units is written off at the rate of 20% of the opening balance in that account.

ii) Unsuccessful plantations in certain segments are not written off until the overall current realizable value of plantation cost included as current asset in the Balance Sheet is sufficient to cover the loss in one or more segments so estimated.

h) Fixed assets and capital work-in progress

Fixed assets, both tangible and intangible, are stated at cost of acquisition/construction less accumulated depreciation. Cost includes purchase price, taxes, duties, freight and other directly

attributable expenses of bringing the assets to its working condition for the intended use. Other pre operative expenses for major projects are also capitalized, where appropriate.

Capital work-in-progress comprises advances paid to acquire fixed assets and cost of fixed assets that are not yet ready for their intended use at the year end.

The cost of building materials on hand and unconsumed on the date of Balance Sheet is included under separate head "Capital Work in Progress"

i) Depreciation and amortization

Depreciation on tangible fixed assets other than on leasehold land is provided on written-down method, at rates and in the manner prescribed under Schedule XIV to the Act which, in management's opinion, reflects the estimated useful lives of those fixed assets.

Proportionate depreciation for the additions/subtractions of these assets has been calculated taking entire month as base of addition /subtraction. No depreciation on the assets discarded but not sold is provided after having been discarded. Further the fixed assets transferred to the project authorities or Govt. as per orders is written off at the written down value.

Assets individually costing up to Rs. five thousand are fully depreciated in the year of purchase.

j) Impairment of assets

In accordance with AS 28 'Impairment of Assets', the carrying amounts of the Company's assets are reviewed at each Balance Sheet date to determine whether there is any impairment. Impairment loss, if any, is provided to the extent, the carrying amount of assets exceeds their recoverable amount. Recoverable amount is higher of an asset's net selling price and its value in use. Value in use is the present value of estimated future cash flows expected to arise from the continuing use of an asset and from its disposal at the end of its useful life. Impairment loss is recognized in the statement of profit and loss or against revaluation surplus, where applicable.

k) Grant Accounting

The Company recognizes government grants only when there is reasonable assurance that the condition attached to them shall be complied with, and the grant will be received.

Government grants of the nature of promoter's contribution are credited to reserve and treated as a part of shareholders fund.

Government grants related to revenue are recognized on a systematic basis in the profit and loss statement over the periods necessary to match them with related costs which they are intended to compensate. Such grants are either shown separately under Income or deducted in reporting the related expense.

The funds received from Government for specific activities are credited to the funds accounts of the respective activities.

l) Investment

A Current investment is an investment that is by its nature readily realizable and is intended to be held for not more than one year from the date on which such investment is made.

m) Research and Development Expenditure

The expenditure incurred in-house or otherwise under the head "Research and Development" including the expenditure on Irrigated/Energy plantation etc. undertaken as Research and Development i.e. on experimental basis is wholly charged to the Profit and Loss A/c under that head in the year in which it is incurred.

n) Revenue Recognition

Revenue from sale of goods is recognized on transfer of all significant risks and rewards of ownership to the buyer, and are stated net of trade discounts, rebates, The Profit or Loss in turnkey projects is recognized by the Company in the year of completion of project/termination of contract.

o) Leave encashment

The Company provides for the leave encashment retirement benefit for employees. The employees are entitled to accumulate leave subject to certain limits, for future encashment. The liability is provided based on the annual amount informed by Life Insurance Corporation of India.

p) Gratuity

Liabilities with regard to the gratuity benefits payable in future are determined by LIC at each Balance Sheet date using the Projected Unit Credit method. Actuarial gains and losses arising from changes in actuarial assumptions are recognized in the Statement of Profit and Loss in the period in which they arise.

Gratuity is funded through group gratuity insurance scheme of the Life Insurance Corporation of India ('LIC').

Gratuity is provided on the basis of valuation done by LIC for the eligible time-scale employees of the Company.

q) MVAT Recovery and Payments

MVAT recovery and payments are recorded in the separate account maintained for that purpose. Any undisputed tax demands for earlier years assessments not ascertainable earlier are accounted for in the year in which same are paid or received.

r) Compensation claim for area transferred to Government Department/ Agencies

The compensation claims of properties in Plantations & others to be transferred to the Govt. Department / Agencies are recognized on the basis of claims preferred by the Company, after approval of the proposal by the Government. In case of surrender of plantations and other assets, to the Government departments, the compensation claims are recognized on cost basis.

s) Provisions and Contingent Liabilities

Contingent Liabilities are disclosed in respect of possible obligations that arise from past events but their existence will be confirmed by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the Company or where any present obligation cannot be measured in terms of future outflow of resources or where a reliable estimate of the obligation cannot be made.

A Provision is made based on a reliable estimate when it is probable that an outflow of resources embodying economic benefits will be required to settle an obligation and in respect of which a reliable estimate can be made. Provision is not discounted and is determined based on best estimate required to settle the obligation at the year end date.

Contingent Assets are not recognized or disclosed in the financial statements.

t) Accounting for taxes on income

Tax expense comprises current income tax and deferred tax charge or credit. Current tax provision is made annually based on the tax liability computed in accordance with provision of the Income tax Act, 1961.

Deferred tax on timing differences between taxable income and accounting income is accounted for, using the tax rates and the tax laws enacted or substantively enacted as on the balance sheet date. Deferred tax assets are recognized only when there is a reasonable certainty of their realization.

u) Cash Flow Statement

Cash flow are reported using the indirect method, whereby profit before tax is adjusted for the effect of transactions of a non cash nature, any deferrals or accruals of past or future operating cash receipts or payments and item of income or expenses associated with investing or financing cash flows. The cash flows from operating, investing and financing activities of the company are segregated.

v) Earnings per share

Basic EPS is calculated by dividing the net profit or loss for the year attributable to equity shareholders by the weighted average number of equity shares outstanding during the year.

w) Proposed Dividend

Dividend recommended by the Board of directors is provided for in the accounts, pending approval at the Annual General meeting.

6) FINANCIAL STATEMENT AND AUDIT OF COMPANY UNDER COMPANIES ACT 2013

i) Financial Statement Under Sec.129 (1), Companies Act 2013

The Financial statements shall give a true and fair view of the state of affairs of the company or companies, comply with the accounting standards notified under section 133 and shall be in the form or forms as may be provided for different class or classes of companies in Schedule III of Companies Act 2013.

ii) Annual Accounts and Balance Sheet under Sec. 129 (2) Companies Act 2013

At every Annual General Meeting of the Company, the Board of Directors of the Company needs to lay before the Company.

- a) A Balance Sheet as at the end of the period,
- b) Profit and Loss A. /c of that period.

iii) Audit of the Company

Auditor of the Company is appointed by the Comptroller and Auditor General of India under Sec. 139 (5) of Companies Act 2013.

The Auditor need to submit copy of his audit report to Comptroller and Auditor General of India, who has right to comment upon or supplement the audit report under Sec. 143 (6) of Companies Act 2013.

CHAPTER : 18

INTERNAL AUDIT

1) INTERNAL AUDIT BY PAY AND ACCOUNTS OFFICERS AND ASSISTANT PAY AND ACCOUNTS OFFICERS*-

No.: ADT/1679

Nagpur: Dt the, 21.9.1984

CIRCULAR

Read:

- i) Managing Director's Circular No. 4363, dt 25.5.76
- ii) Managing Director's Circular No. ADM/816, dated 3.8.1979
- iii) Managing Director's Circular No. ADT/5/6138 dated 1.8.1979

The functions of pre- audit and Internal Audit are entrusted to the Pay and Accounts Officers and Assistant Pay and Accounts Officers of this Corporation. Pay and Accounts officers are also expected to carry out administrative audit of Divisional Offices in their Regions at the instance of the Regional Manager.

2. It is, however noticed that these functions do not receive the attention they serve and there are hardly any instances of administrative audits of Divisional Offices the Pay and Accounts Officers.

3. Following instructions are, therefore, issued for necessary action by all concerned.

Pay & Accounts Officer & Asstt. Pay & Accounts Officers may follow following instructions for carrying out Internal Audit.

(a) Assistant Pay and Accounts Officers:-

(i) The Assistant Pay and Accounts Officers are entrusted with the work of applying pre- audit checks to all Divisional payments and of applying post audit checks to the payments made at subordinate levels before their incorporation in Divisional Accounts, to ensure regularity in expenditure.

The monthly Divisional Accounts should henceforth be accompanied by a certificate in the following form.

“Certified that the prescribed audit checks have been applied to the Divisional Accounts and Accounts of subordinate offices for the month of20.... Observations on the accounts of subordinate offices have been communicated to those offices and compliance thereof will be watched by me”

Date:

Assistant Pay & Accounts Officer
Forest Project Division.

A quarterly list of uncomplained observations on the Accounts of subordinate offices should be submitted to Regional Manager, along with accounts of the month following each quarter of the accounting year. This list should also show uncomplained observations pertaining to previous quarters. In case there are no pending observations a NIL report should be submitted.

(ii) As regards transactions at Divisional level, the Divisional Manager may at his discretion, overrule in writing, the objections raised by the Assistant Pay and Accounts officer. If the Assistant Pay and Accounts officer is not satisfied with such orders of the Divisional Manager, he should comply with these orders and communicate to the Regional Manager a list of such transactions in the following form along with the monthly accounts.

List of transactions during the month of ...20.... Objected to by Assistant Pay and Accounts officer and over-ruled by the Divisional Manager.

Sr. No.	Vr.No./ Receipt No.	Amount Rs	Particulars of transactions	Objections Raised by AP & AO	Orders of Divisional Manager	Further remarks by AP & AO

Date:

Assistant Pay and Accounts Officer,
Forest Project Division.

In case there are no such instances in a month, a Nil statement, in the prescribed form, should be submitted with monthly accounts.

(b) Pay and Accounts Officer :-

(i) As regards receipts/ payments at Regional level, the Pay and Accounts Officer should follow the procedure prescribed in para 3 (a) (i) above and furnish a certificate in the following form to the Controller of Accounts and Financial Adviser.

Certified that the prescribed audit checks have been applied to the accounts of Regional Office and accounts of subordinate Divisions for the month of20....

Observations on the accounts of Divisional Offices have been communicated to those offices and compliance thereof will be watched by me.

Date :

Pay and Accounts Officer

.....Region

.....

A quarterly list of un-complied observations on the accounts of subordinate divisional offices should be furnished by the Pay and Accounts officer to the Controller of Accounts and Financial Adviser in the month following each quarter of accounting year. This list should also show uncompleted observations of previous quarters. In case there are no pending observations a Nil report should be sent.

(ii) As regards transactions at Regional level the Regional Manager may, at his discretion, over-rule, in writing, the objections raised by the Pay and Accounts Officer. If the Pay Accounts Officer is not satisfied with such orders of the Regional Manager, he should comply with these orders and communicate a list of such transactions, in the following form to the Chief Audit Officer.

List of transactions during the month of20.... objected to by Pay and Accounts Officer and over-ruled by the Regional Manager Region.

Sr. No.	Vr. No. Receipt No.	Amount Rs	Particulars of transactions	Objections Raised by P AO	Orders of Divisional Manager	Further remarks by PAO

Date :

Pay and Accounts Officer

.....Region

In case there are no such instances in a month a NIL statement, in the prescribed form, should be furnished to the Chief Audit Officer.

(iii) The Pay and Accounts Officers will be responsible for watching the receipt of certificates, prescribed in para 3(a)(i) above, to be furnished by Assistant Pay and Accounts Officers and final disposal of observations on accounts of subordinate offices raised by Assistant Pay and Accounts officers. The failure on the part of Assistant Pay and Accounts Officers to take suitable action in compliance with the instructions contained in this circular should be brought by the Pay and Accounts Officer to the notice of the Regional Manager who may pass suitable orders in each case.

(iv) The list of transactions furnished by Assistant Pay and Accounts Officers in compliance with instructions in para 3(a)(ii) above, should be scrutinized by the Pay and Accounts Officer and submitted with his observations to the Regional Manager who may pass suitable orders in each case. If the Pay and Accounts Officer is not satisfied with such orders of the Regional Manager or if no orders are passed by the Regional Manager within a period of one month, he should report the matter to the Chief Audit Officer.

4. The Regional Manager should direct the Pay and Accounts Officer to undertake administrative audit of one Divisional Office in each quarter. Similarly the Divisional Managers should direct the Assistant Pay and Accounts officers to undertake a detailed audit of one subordinate office in each quarter. A roster of these audits should be maintained in the offices concerned.

The Administrative Audit Reports of the Pay and Accounts Officer should be disposed or in the manner provided in Managing Director's Circular dated 25.5.1976 referred to at Sr. No. 1 above. The reports on detailed audit of subordinate offices conducted by Assistant Pay and Accounts Officers should be put up to the Divisional Manager concerned who should pass necessary orders thereon.

5. Controller of Accounts and Financial Adviser.

(i) The receipt of Audit Certificates and list of uncomplained observations referred to in paragraphs 3 (b) (i) above should be watched in the Controller of Accounts and Financial Advisers Section. Non receipt of these documents should be brought to the notice of Regional Manager concerned and, if this course of action does not yield results within a month from the date of report to Regional Manager, the matter should be brought to the notice of the Managing Director.

(ii) The list of transactions referred to in para 3 (a) (ii) and (b)(ii) above to which the Pay and Accounts Officer has objected should be scrutinized by the Chief Audit Officer and in case he agrees with the orders passed by the Regional Manager he should communicate his decision to the Pay and Accounts Officer within one month from the date of receipt of such list. In case the Chief Audit Officer does not agree with the orders of the Regional Manager he should bring such cases to the notice of the Managing Director for orders.

2) INTERNAL AUDIT RULES

I. Preamble:

As advised in para 3 of the Inspection Report on the accounts of Forest Development Corporation of Maharashtra Ltd. Nagpur issued by the Sr. Deputy Accountant General/

Inspection (COM), Bombay under his No. O.A./COM/Ch.III/FDC/74-75/ 1256 dated 25th August 1975 Internal Audit System is introduced in FDCM Ltd. Nagpur.

II Objectives :

(a) The general objectives of internal audit are as under :

1. Revenue :

To see as to how the revenue estimates are prepared and whether quantity, quality etc. of timber and other forest produce have been properly assessed and revenue estimates are prepared on that basis, whether expected market price of timber has been properly taken into account while preparing revenue estimates, and whether every tree and yield therefrom is accounted for in all the operations right from marking of trees to the sale of timber etc. at sale depots.

2. Timings of Various Operations:

To see whether various operations of harvesting and plantation are carried out at appropriate time. If not, the effect of variation in timings of operation should be carefully assessed with a view to see whether it has resulted in avoidable expenditure, infructuous expenditure and losses or otherwise.

If any of the variation done in exceptional cases is found to be profitable the possibility of its emulation by others may also be examined.

3. Unit Cost of Production and Price Realization :

To see whether unit cost of tangible production and successful plantation is worked out from time to time in each Division and comparison of unit cost of production is made with sale realizations and whether apportionment of overhead charges is properly made in working out unit cost.

4. To check whether the obligations of FDCM Ltd. under the various Acts and rules such as income tax, Sales tax, labour laws etc. are fulfilled.

(b) The Specific Objectives:

1. To ensure that all receipts by the Corporation including its authority, executives, other officers, staff members working under it are promptly paid into the Corporation fund and that those are properly accounted for.

2. To ensure that the Corporation fund is kept in the Bank approved by the Board and in the various accounts specified for the respective receipt by the Competent Authority.

3. To ensure that expenditure not authorized in the Budget is incurred by any authority, executive, other officers and ministerial staff members of the Corporation, only with the prior sanction of the Competent Authority.

4. To ensure that expenditure authorized in the Budget is incurred by the concerned authority, executive, other officers, staff members of the Corporation with due economy and prudence after following the prescribed procedure and after obtaining the sanction of the Competent Authority.
5. To ensure that all accounts of the Corporation including those of its subordinate offices are properly kept and adjusted.
6. To ensure that all income from sale of teak timber, miscellaneous timber, fuel wood/pulp wood, charcoal, bamboos, cash crops etc. and other miscellaneous receipts due to the Corporation are properly assessed, collected and promptly accounted for.
7. To ensure that salaries and other emoluments due to the Corporation employees and other are paid promptly.
8. To act as Agency of the Managing Director to understand the state of accounts and financial transactions in the office of the particular Drawing and Disbursing officer including movable and immovable property, stores and stocks, losses of all types and the utilization of the property of the Corporation to enable the Chief Audit Officer to render financial advice to the Managing Director regarding financial matters wherever necessary.

III. Constitution of Internal Audit Cell:

Office Inspection

The Internal Audit Cell is in immediate charge of the Chief Audit Officer of FDCM Ltd. Chief Audit Officer is an officer of Maharashtra Finance & Accounts Service, Class I who is employed on deputation. He is assisted by 2 Central Audit Squads. The Central Audit Squads comprises 1 Audit Officer, 1 Sr. Auditor & 1 Accountant / Account Assistant.

The Pay & Accounts Officer in the 6 Regional offices headed by Regional Managers are entrusted with the duties of –

- i) internal audit of Divisional accounts &
- ii) Pre audit work of Regional office.

Out of the 18 Forest Project Divisions of FDCM Ltd. except for the 2 Seed Units, 1 Asstt. Pay & Accounts Officer has been sanctioned for each Forest Project Divisions. They are entrusted with following job responsibilities –

- i) Pre audit checks to divisional payments and
- ii) Applying post audit checks to payments made at subordinates levels before their incorporation in divisional accounts.

Pre Audit Work at Regional & Divisional level will involve applying preliminary checks to initial accounts and vouchers by Pay & Accounts Officer and Asstt. Pay & Accounts Officer so as to avoid wrongful and excess payment and ensure correctness of accounts.

(b) Central Audit Inspections :

Two Central Audit Squads, each comprising one Audit Officer, one Senior Auditor and one Accountant/Accounts Assistant are created for carrying out Central Audit Inspection of 6 Regional Offices, 18 Divisional Offices of FDCM Ltd., Nagpur Detailed instructions for conduct of Internal audit and Central Audit inspection are set out below:

IV. General Principles & Instructions :

Liability of the Auditee office to submit their accounts for Audit ¹

The accounts of any auditee office whose accounts are declared by FDCM Ltd. to be subject to audit shall, be subject to audit in all respects in the manner provided by or under the provisions of this digest.

1. The following should be the general principles governing all expenditure incurred from FDCM Fund-

(1) That there should be provision of funds authorized by Competent Authority fixing the limits within which expenditure can be incurred.

(2) That the expenditure incurred should conform to the relevant provisions of the constitution, the Memorandum of Association and Articles of Association of the FDCM Ltd. and rules made there under and the Indian Forest Act, 1927 in its application to the State of Maharashtra and should also be in accordance with financial rules and regulations framed by Competent Authority and

(3) That there should exist sanction either special or general accorded by Competent Authority, authorizing the particular item of expenditure.

2. In checking the expenditure against the provision of funds, it has to be seen primarily that the money expended has been applied to the purpose of purchases for which the grants sanctioned in the budget estimates were intended to provide and that the amount of expenditure against each such grant does not exceed the amount included in the budget estimates. The distribution of the grant in the Budget estimates between the various sub-heads and the items may be taken as indication of the purpose for which the grant is made. A grant is intended to cover all charges including past liabilities and is operative till the 31st March, after which any unspent balance lapses. The Regional Managers of FDCM are primarily responsible to ensure that the expenditure is kept within the grant or grants sanctioned.

¹ The Bombay Local Fund Audit Act, 1930, Section 4

3. In checking sanction to expenditure, it has to be seen not only that the expenditure is covered by the sanctions, but also that the authority sanctioning the expenditure is competent to do so by

virtue of the powers vested in it by or under the Act and that the sanction is specific and unambiguous.

4. It is imperative that utmost care and attention is devoted to the work connected with the audit of sanctions, to expenditure, as once a sanction has been accepted in audit, expenditure may have to be passed against it for a length of time.

5. In the audit of sanctions to expenditure the guiding principles enumerated below should be observed:-

i) If the sanctioning authority is vested with full powers in respect of a certain class of expenditure a sanction accorded under these powers can be challenged only on grounds of propriety.

ii) If it is vested with powers which may be exercised provided due regard is paid to a certain criterion or a set of criteria which are expressed in a general form, sanctions accorded under these powers can be challenged-

a) if the disregard of the criteria is considered to be so serious as to make the sanction perverse, or

b) if the fact of the case are such as to make the Chief Audit Officer confident that one or more of the criteria have been disregarded.

iii) If it is vested with powers which are expressed in precise terms the Chief Audit Officer is bound to ascertain that the order defining its powers is obeyed exactly in every instance.

6. All sanctions to expenditure should be noted and properly attested in a prescribed audit register or other record, against which the audit of the expenditure will be conducted, and it is known that the charge will initial a recovery from third party or such a recovery has been ordered by the sanctioning authority, a note of the recovery due should also be made and properly attested in a suitable register so that it may be watched.

Accounts to be submitted for audit at such period or periods as may be required ²

The Head of Office of every auditee office whose accounts are declared to be subject to audit shall present or caused to be presented for audit all accounts of its funds in the manner and form prescribed to the auditor yearly or at such period or periods as may be required by the Managing Director.

Power of auditor to require production of documents and attendance of persons concerned etc. ³

(1) For the purpose of any audit an auditor may

(a) Require in writing the production at the head office of the auditee office of such vouchers, statements, returns, correspondence, notes or other documents in relation to the accounts as he may think fit.

(b) Require in writing any salaried servant of the auditee office accountable for, or having the custody or control of such vouchers, statements, returns, correspondence, notes or other documents or any person having directly or indirectly, by himself or his partner, any share or interest in any contract with or under the auditee office to appear in person before him at the head office of the auditee office and answer any question.

(c) In the event of an explanation being required from member of auditee office, in writing invite such person to meet him at the head office of the auditee office and shall in writing specify the point on which his explanation is required.

(2) The auditor may in any requisition or invitation fix a reasonable period within which the said requisition or invitation shall be complied with.

(3) The auditor shall give to the auditee office not less than two weeks notice in writing of the date on which he proposes to commence the audit; provided that, notwithstanding anything contained in this sub section the auditor may, for special reasons which shall be recorded in writing, give shorter notice than two weeks or commence special or detailed audit on the authority of the Forest Development corporation Maharashtra.

Penalty for disobeying requisition ⁴

Any person who fully neglects or refuses to comply with any requisition lawfully made upon him shall be liable to a fine which may extend to twenty five thousand rupees; provided further that before giving such sanction the Managing Director shall call upon the person against whom the penalty for disobeying requisition is imposed.

7. In the Scrutiny of these Rules and Orders, it should be seen -

i) that they are not inconsistent with any provisions of the constitution or any laws made there under;

- ii) that they are consistent with the essential requirements of audit and account;
- iii) that they do not conflict with orders or rules made by any higher authority and
- iv) That in case they have not been separately approved by competent authority, the issuing authority possessed the necessary rule making power.

8. No precise rules can be laid down for regulating the course of audit against propriety. Its object is to support a reasonably high standard of financial morality of sound financial administration and devotion to the financial interest of the Board and Govt. Chief Audit Officer in the performance of his duties should in any case apply the following general principles which have for long been recognized as standard of financial propriety :-

- i) The expenditure should not be prima facie more than the occasion demands. Every officer of the FDCM Ltd. is expected to exercise the same vigilance in respect of expenditure incurred from the FDCM fund as a person of ordinary prudence would exercise in respect of expenditure of his own money.
- ii) No authority should exercise its powers of sanctioning expenditure to pass an order which will be directly or indirectly to its own advantage.
- iii) The FDCM Fund should not be utilized for the benefit of a particular person or section of the community unless-
 - a) the amount of expenditure involved is insignificant OR
 - b) a claim for the amount could be enforced by the recipient in a court of law OR
 - c) the expenditure is in pursuance of a recognized policy or custom.

9. The proper discharge of duties by the Chief Audit Officer in this field is a very delicate matter and requires much discretion and tact. A challenge against expenditure should be expressed as based on Canon of Financial Propriety but as transgressing an universally accepted standard of official conduct or financial administration.

10. The general instructions set out in the preceding paragraphs can be expressed in a more detailed form as below. The audit of expenditure should aim at ensuring:-

- a) that there is provision of funds for the expenditure duly authorized by competent authority;
- b) that the expenditure is in accordance with a sanction properly accorded and is incurred by an officer competent to incur it;
- c) that the claims are made in accordance with rules and proper forms;
- d) that all prescribed preliminaries to expenditure are observed such as proper estimates framed and approved by competent authority for works expenditure etc;
- e) that the expenditure sanctioned for a limited period is not admitted beyond that period without further sanction;
- f) that the rules regulating the method of payment have been duly observed by the disbursing officer;
- g) that the payment has as fact, been made and has been made to the proper person and that it has been so acknowledged that and recorded that a second claim against the Corporation on the same account is impossible;

- h) that the charge is correctly classified and that if a charge is debit to the personal account of a contractor, employee or other individual or is recoverable from him under any rule or order, it is recorded as such in a prescribed account;
- i) that the rates paid for work done or supplies made are in accordance with any scale or schedule prescribed by competent authority and
- j) that the payments have been correctly brought to account in the original accounts.

11. Recurring charges which are payable on the fulfillment of certain condition or upto the occurrence of certain events should be admitted in audit on receipt of a certificate from the drawing officer to the effect that the necessary conditions have been duly fulfilled or the event has not yet occurred as the case may be.

12. The audit of rates paid for work done and supplies made should receive special attention, but as objections can be raised only on grounds of financial propriety, this audit will usually present considerable difficulty. It demands the exercise of great intelligence and care. Individual abnormalities in rates should of course be watched but the institution from time to time of comparative examinations, through the vouchers and accounts received for audit, of the rates paid by various officers in the same or neighboring localities may indicate cases in which the rates being abnormal further inquiry may be desirable. The assistance of the concerned Govt. Department may be invoked in obtaining reliable schedule of rates and other necessary information. In the case of public works useful-work in the direction of making a comparative examination can be done also at inspections.

13. As regards, Timber Accounts the following checks should be exercised:

Timber accounts are rendered monthly to the Regional Managers in the forms ANNEX. I & II given in Appendix No. IX, similar forms should also be used for the material derived from FDCM plantation area.

- i) The Timber Accounts should be examined with reference to various prescribed registers such as Jungle (Felling) Register, Measurement Book (Logging), Measurement Book (Dragging), Carting Challans and other relevant Registers maintained at Range Forest Officer's level and Depot level and with reference to payment vouchers of Marking, Felling, Dragging, Fashioning, Transport etc. for the month or month selected for detailed audit.
- ii) The Jungle Register should be scrutinized and it should be seen that the Coupe measurements and Depot measurements do not show abnormal difference and in case of marked differences they are properly explained in the Register.
- iii) It should be seen that the Timber Accounts are maintained as per instructions contained in Rule 246 to 267 under Chapter XXIII of the Bombay Forest Manual Volume-I and the various rules are observed,
- iv) It should be verified whether the measurements are recorded by competent official of the Corporation and the corrections and erasures, are properly attested.

- v) It should be seen the various Timber Accounts Register are properly closed and signed and abstracts are drawn up under competent signatures.
- vi) Other relevant checks prescribed for audit of expenditure should also be applied.
- vii) The Bid-sheets for selected month or months should be examined and traced in Demand Register/Register of outstanding dues.
- viii) The outstanding dues should be carefully examined and it should be seen that the recoverable installments are promptly recovered on due dates and arrears are promptly cleared and are not heavy.

14. It is of considerable importance that audit checks prescribed should be observed in spirit and not in letter as opposed to the spirit.

V. Quantum of Audit:

a) The periodicity of internal audit inspections should be at least twice a year viz. for periods of April to Sept. and from Oct. to March with reference to the available competent staff for the conduct of such audit. As and when the periodical internal local audit inspection is taken up under the orders of the Managing Director the officers in charge of the conduct of such audit inspection shall be responsible to check the accounts and all the subsidiary records to his satisfaction in the manner in which he thinks proper so as to enable him to make report on all the points or the purposes for which such a local audit is to be conducted as mentioned in para I above. However, for the guidance of the officer in charge of conduct of such audit inspections, minimum quantum of audit checks to be exercised shall be as given below:

- i) checking of receipts 100% for the period of audit.
- ii) Conduct of audit of establishment – one month.
- iii) Conduct of audit of Traveling Allowance- One month.
- iv) Conduct of audit of recurring and non-recurring contingencies - one month.
- v) 100% checking of one major work costing more than Rs.50,000/-, one minor work and 10% of repairs expenditure and 100% checking of stock (other than timber for which audit checks are separately prescribed), miscellaneous public work advance and tools and plants transactions.

b) Submission of Record to Audit :As far as possible Internal Audit should demand any records required for audit by issuance of a memo in writing. It is the duty of the Head of Office whose accounts are to be audited to see that all the records asked for by the Audit Cell is invariably provided. Para regarding non-submission of record may be viewed seriously.

VI. Important Minimum Checks To Be Exercised:

Though the detailed procedure and the manner of conduct of audit checks is the discretion of the officer in charge of the inspections, minimum important checks which should be exercised during the local internal audit inspections are as follows:

i) As regards checking of receipts the following minimum checks should be exercised :

- a) checking of the stock book of money receipts and cheque books with the stock received, issued, used and blank stock.
- b) Checking of all the counterfoils of used money receipt books and the cheque books with reference to the collection book or the concerned cash book to ensure that the money receipts have been properly granted, entered in the proper cash book or the collection register and are accounted for correctly in the accounts.
- c) The final disposal of the amounts received by their remittance in the Corporation Fund, the Government or any other third party from whom the amount is collected or by disbursement to the proper person under proper receipts for whom the amount is drawn should be checked.
- d) The arithmetical accuracy of the money receipt cheques drawn and their entries in accounts should be checked 100%.
- e) The documents in support of the remittance of amounts in the Bank or acknowledgement of the authorities, bodies or persons to whom the amounts are paid should be checked 100%.

ii) As regards audit of establishment the following checks should be exercised :

- a) Checking of the drawal of salary of posts against sanctioned posts.
- b) Checking of the rates of pay and all allowances with reference to the service books, pay slips, pay fixation statements, appointment orders, L.P.Cs, promotion orders, suspensions orders, increment certificate, E.B. Crossing Certificate, transfer orders and application of the rules on the subject with reference to the nature of drawal.
- c) Checking of rates of deduction from the salary bills including allowances with reference to the compulsory and optional recoveries in existence or prescribed from time to time together with the preparation of proper recovery schedules in support of such recoveries and their final disposal.
- d) Arithmetical accuracy of the drawls.
- e) Acquittances in support of claims paid.

iii) As regards traveling allowances, the followings checks should be exercised:

- a) Checking of the rates of traveling allowance and the arithmetical calculations.
- b) Checking of the T.A. claims with reference to the relevant rules.

iv) As regards recurring and non-recurring contingencies the following checks should be exercised

- a) The expenditure vouchers of contingencies should be arithmetically checked and checked with reference to entries in various subsidiary registers as store book, stock book, movable/immovable property register, trunk call register etc. The tenders, quotations, and comparative statements of purchases should also be checked. The muster rolls, the labour rolls and expenditure on recurring contingencies should be checked with reference to felling, converting, dragging, hauling, marketing, processing and standardizing, grading, sorting,

distributing and selling the forest products and other ancillary forest works pertaining to clear felling and plantation.

v) As regards works expenditure, the following checks should be exercised :

- a) The administrative approval and technical sanction to the detailed estimates, provision of the funds in the sanctioned budget, tenders and agreements rate list and piece work orders should be checked with reference to the running and final bills paid.
- b) Issue of stock to contractors and utilized at departmental work should be checked with reference to the value of work done and regarding the recovery of stocks from the contractors.
- c) The recoveries on account of security deposits and earnest money at prescribed percentage should be checked.
- d) The entire accounts of subsidiary register of selected major and minor work should be thoroughly checked.
- e) The compilation of the stock account and balances of consumable stock, tools and plants and miscellaneous public work advances should also be checked.
- f) The percentage of expenditure on regular establishment with reference to the out-turn of works completed should be commented. The percentage of the establishment with reference to repairs and maintenance works and estate management should also be commented upon. The percentage of work charged establishment provided for in the estimate and the actual expenditure of work charged establishment incurred should be compared and commented upon. The manner of utilization of contingencies provided for in the detailed estimates of the works should be verified.

VII. Audit Reports:

The result of the audit inspections conducted should be recorded and dealt with in the manner shown below :-

1) The report should be divided in 4 parts as shown below :

a) Part-I :

This part should be the main report. It should indicate the officer in charge who conducted the inspection together with the name of his assistant, the period during which the inspection is conducted and the period which was covered by each inspection. It should also show the name of the Drawing and Disbursing officer whose audit inspection is conducted together with the list of schemes of offices which are covered by such inspection. It should also indicate the names and the periods, the individuals held the following posts :-

- i) Drawing and disbursing officers;
- ii) Cashier;
- iii) Storekeeper;
- iv) Accountant.

Very important financial irregularities worth bringing to the notice of the Managing Director, avoidable expenditure, excess payments, all types of losses, wasteful expenditure,

misappropriation of the Corporation fund, Idle outlay by way of finance or movable & immovable property exercising powers beyond delegation and objections on the propriety grounds should only be incorporated in this part.

b) Part-II (a) :

This part will contain all other irregularities which require action by the drawing and disbursing officer but should not include nearby procedural lapses, omissions and irregularities which do not reflect by way of financial irregularities or losses.

Part-II (b) : Observations under any new scheme can be recorded under this sub part.

c) Part-III :

This part should contain nearby procedural irregularities, omissions and commission and lapses which require the attention and compliance by the staff under the drawing and disbursing officer. In this case, the names of the dealing clerks or the staff concerned on whose part, the above irregularities can be attributed should be mentioned and the requirements should be got noted over the signature of the dealing person and the counter signature of drawing or disbursing officer. Compliance of part –III should be watched by the Audit officer.

d) Part IV :

This part should be an abstract of the monthly accounts for the period of audit and should indicate the opening balances, revenue receipt, debt head receipt, total revenue expenditure, capital expenditure, debt head expenditure, the closing balances and the general commentary over the financial position and the manner of presentation of accounts and irregularities therein. Audit report what to contain ⁵

The Chief Audit Officer shall include in his report a statement of –

- (a) every payment which appears to him to be contrary to law,
- (b) the amount of any deficiency or loss which appears to have been caused by the gross negligence or misconduct of any person,
- (c) the amount of any sum received which ought to have been but it is not brought into account by any person, and
- (d) any material impropriety or irregularity which he may observe in the accounts other than those mentioned in the clauses (a), (b) and (c) above.

⁵(The Bombay local fund Audit Act, 1930,Section-9)

2. All the above parts should be prepared in triplicate. All the parts of the report should be signed with date by the officer in charge of the inspection and the signature of the drawing & disbursing officer whose inspection is conducted should be obtained in token of having seen and discussed all the parts.

The main Inspection Report should thus contain Part-I' II (a) and II (b) and should be submitted to the Chief Audit Officer for approval Part-III should be issued to the Head of Office directly under the signature of the Audit Officer, one copy thereof be submitted to Chief Audit Officer also. The main Inspection Report will be scrutinized by Chief Audit Officer and finalized after local review and discussion with the Head of Office concerned and thereafter will be issued from the Head Office under the signature of A.O.

The Audit Officers is responsible to see that all the relevant records, Vouchers and Registers for the period of audit are scrutinized, verified by him and other member of audit party and will be responsible for correctness of the facts and figures contained in Inspection Report and Part-III directly issued by them.

3. The inspection report received by the head of office in 4 parts as mentioned above, should be promptly attended to. He should reply on Part I within 15 days.....The Part-II (a) & II (b) should be complied with within one month from the date of receipt and replies kept ready for verification by the audit at the time of receipt at the time of conduct of subsequent periodical audit. The Part-III is not to be replied but should form the basis for the drawing and disbursing officers to ensure that similar type of irregularities or omissions are not allowed to recur. Thus the entire report should be disposed of within one month from the date of its receipts. Audit report to be sent to certain officers and authorities⁶

As soon as practicable after the completion of the audit, but not later than three months thereafter, the Chief Audit Officer shall prepare a report on the accounts audited and examined and shall send such report to the auditee concerned and copies thereof to such officers and bodies as the Managing Director may direct. A copy should also be sent to the Secretary, Board of Directors.

4. The officer in charge of the inspection should bear the following points in mind at the time of conduct of inspection.

i) On the first day of the commencement of inspection the physical verification of the cash balances and verification of bank balances of the drawing and disbursing officer should be carried out in his presence for the cash books maintained all at one time and certificate of physical verification recorded on cash books and or a separate sheet and the signature of the persons who verified the cash and the persons who were present at the time of verifications should also be recorded over the counter-signature of the drawing and disbursing officer himself.

⁶ The Bombay Local Fund Audit Act, 1930 Section -8

ii) The documents checked during audit should bear the initials with date in coloured pencil as may be prescribed by the Chief Audit Officer and the Original register and documents with which the check is exercised should also be initialed with reference to page numbers of the concerned files or documents wherever feasible.

iii) The purpose of this audit is not merely to point out a long list of irregularities, but to ensure that the proper manner of maintenance of accounts and conduct of financial transactions is brought to the notice of the drawing and disbursing officers and their subordinates, keeping this in view all the omissions and commissions should as far as possible be complied with on spot. In case where the staff in the offices of the drawing and disbursing officers are not co-operative to get the omissions and commissions complied with, the fact should be brought to the notice of the drawing and disbursing officers before incorporating the irregularities in the report. The drawing and disbursing officers should in their own interest ensure that as far as possible all the omissions and commissions are complied with during the presence of the officer in charge of the

conduct of local audit and for this purpose necessary instructions should be issued to the staff concerned and defaulters should be suitably dealt with.

iv) Wherever rules have been framed by the Board, circulars and instructions have been issued, delegations of financial and administrative powers have been made, audit should be conducted with reference to those rules, circulars and instructions. Wherever no such rules are in existence under the Board, the corresponding rules, circulars, orders and instructions of the State Govt. should be followed during the conduct of audit.

VIII. Consolidated Annual Report:

The Annual Report on the working of the Internal Audit Organization of the Forest Development Corporation of Maharashtra Ltd. Nagpur should be prepared in the following manner:

While submitting the draft audit reports the Audit Officers will send a Memorandum showing the paragraphs proposed for inclusion in the Annual Report. It will be approved by the Chief Audit Officer along with the draft audit report. All such memoranda will be detached from the manuscript copy of the audit report before it is typed and issued and the consolidated Annual Report will be prepared on the basis of their Memoranda. When making out paragraphs for the Consolidated Annual Report the visit notes and inspection notes of the Chief Audit Officer should also be considered.

The Consolidated Annual Report should relate to the accounts of the previous financial year and should embody all audit report and inspection notes on the accounts either audited or inspected during the past year ended on 31st March. The work should be commenced on 15th August and the draft paragraphs arranged under suitable broad headings should be put up to the Chief Audit Officer by 15th Oct. for preliminary approval. The progress of the work of preparation of Consolidated Annual Report should be so arranged that the complete draft Consolidated Annual Report may be submitted to the Managing Director for approval by 15th Nov. at the latest and that the entire report may be got cyclostyled or printed within a fortnight thereafter.

(Approved by the Board of Directors in the 11th Meeting held on 24-9-1976 vide ITEM NO.15).

Local authority to remedy defects procedure to be followed after report of the Chief Audit Officer ⁷

(1) On receipt of a report the Managing Director shall remedy any defects or irregularities which may have been pointed out in the report, and shall place the report, together with a statement of the action taken or proposed to be taken thereon and an explanation in regard thereto before a meeting of the Board of Directors. He shall also within four months of the receipt of the report, send to the Board of Directors intimation of his having remedied the defects or irregularities, if any, pointed out in the report or shall within the said period, supply any further explanation in regard to such defects or irregularities as the FDCM may wish to give.

(2) On receipt of such intimation or explanation the Board of Directors may, in respect of all or any of the matters discussed in his report,

(a) accept the intimation or explanation given by the Managing Director and withdraw the objection, or

(b) direct that the matter be re-investigated at the next audit or at any earlier date,

or

c) hold that the defects or irregularities pointed out in the report or any of them have not been removed or remedied.

(3) The Managing Director shall send a report of his decision to the auditee office specifying there in that whether, in his opinion, the defects or irregularities can be regularised and if so by what method; and if they do not admit of being regularised, whether they can be condoned and if so, by what authority. He shall also state whether the amounts to which, the defects or irregularities relate should, in his opinion, be surcharged or charged.

⁷ The Bombay Local Fund Audit Act, 1930 Section -10

3) TIMBER USED FOR DEPARTMENTAL WORKS-PROCEDURE FOR CHARGING THE COST OF TIMBER TO THE WORK CONCERNED.

No: ADT/637

Nagpur, dt. The 27th July 1977.

The procedure as details below may be followed for charging the cost of timber used for departmental works.

The cost of timber used for departmental work may be calculated, after finalizing the rate per M³ of timber used for departmental work may be calculated, after finalizing of timber should be inclusive of Sales Tax at reduced rate chargeable under Form No. 15 because crop-I is Government property and the transaction involves sale of timber to a recognized dealer viz. the F.D.C.M. Ltd. After ascertaining the cost, a regular bill may be prepared. A self Cheque for the amount of cost of timber inclusive of Sales Tax may be drawn from the current account by preparing a voucher and the voucher charged to the departmental work concerned in the cash book. The self Cheque may be credited to non operative account by means of a challan.

CHAPTER: 19

SALES & MARKETING

1) Standard Auction Sale Conditions:

The unified depot sale conditions for sale of timber, charcoal & firewood (in depot & in situ) issued vide Govt. of Maharashtra, Revenue & Forest Dept. Resolution No. TMR/1680/117241-CR937-III/F-9, dated 29.4.86 and corrigendum dtd. 21.10.1986 and those amended from time to time by the Govt. of Maharashtra are applicable to the sale of materials in F.D.C.M. Ltd.

The modifications relating to terms & conditions of sale 12 & 13 (a) for Crop I and Crop II in FDCM Ltd. have been issued separately (Vide M.D. office No. RM/R&M/2200 dated 15.10.88)

In addition to it, direction cum guidelines, summarizing various processes involved in the sale of forest produce by open auction, and commonly known as "How to Auction" were compiled by Regional Manager, Nagpur and these guidelines were later circulated to all the Regions & Project Divisions vide MD office letter NO. RM/R&M/SALE/7678, dt. 24/4/1986.

Though the above referred unified depot sale conditions are quite comprehensive, important instructions have been issued by the office of the Managing Director from time to time to further streamline the sale process and also to check omissions that were noticed in the sale procedures.

Instructions and clarifications pertaining to different processes involved in the sale of timber, firewood etc. has been compiled to bring in improvement in sale process. These are summarized, as under-

Reference Letter No.	Instructions about Sale
	Advertisement
RM(R&M)/621/1351 DT. 26.6.2002	<ul style="list-style-type: none">While publishing the advertisement, the details such as kind of material (timber, poles, bamboo etc.) to be auctioned on the particular date and time of auction should be specified. The timing of recess also should be specified.If in a single day different kinds of material are to be auctioned, then as far as possible the timing of auction of particular kind of material should be given so that the bidders interested in particular kind of material are not made to wait for long unnecessarily.
	Preparation of Lots
M(R&M)497 DT. 24.4.1991	<ul style="list-style-type: none">Separate Sr. No. should be given to lots in each depot for each kind of material viz. teak poles, fuel wood, bamboo etc. The Sr. No. should be for the field season i.e. from 1st Oct. to 30th Sept.Depot in charge should make lots of timber, poles, firewood, bamboo on the basis of length class, girth class and grading. The lot register (Form SD-V of Hand Book) should be filled and after physical verification of the lots the lot register should be sent to Asstt. Manager.

<p>RM(R&M)621/819 DT. 19.5.2001</p> <p>RM(R&M)/7678 DT. 24.4.86</p> <p>RM(R&M)621/1351 DT. 26.6.2002.</p>	<ul style="list-style-type: none"> • Asstt. Manager should inspect the depot frequently and instruct the staff in respect of lots. He should inspect physically 50% of the lots listed in the Lot Register. • In order to fix the upset price, the Asstt. Manager should finalize the grading of 100% of lots. Divisional Manager should verify the grading of at least 20% of these lots. • Lot list should be ready at least 2 days prior to the day of auction. A copy of lot list can be given to the bidders on demand after collecting the charges as decided by the General Manager/Regional Manager. • If any lot fails to fetch the price equal to or greater than the upset price, the last highest bid should be noted on the bid sheet and further action should be taken in accordance with para no. 25 (8) of directives- cum- guideline “How to Auction”. • Lots reserved for supply to Govt. Departments / Institutions or departmental usage should be clearly marked as reserved on the lot list and a board depicting such lots to be reserved should be displayed at such lots. • Divisional Manager should submit the Sale Result within 15 days from the date of sale. The copies of sale result should be made available for sale at the rates as sanctioned by General Manager /Regional Manager.
	<p>Sale of Lots after Clubbing</p>
<p>Sale/7678 dt. 24.4.1986</p> <p>RM(R&M)/621/1351 26.6.2002</p>	<ul style="list-style-type: none"> • If more than one lot are clubbed at the time of sale then the details of lots should be noted on the first bid sheet. The auctioning officer should take utmost care in calculating the total cubic content of the material put to sale. If any error is noticed after the sale in the total cubic content, the sale should be cancelled and the lots should be put to resale. • As far as possible clubbing of different lots should be avoided. If clubbing of lots is necessary, then such clubbing should be shown in the lot list beforehand. <p>If clubbing of lots is required to be done on demand of bidders at the time of auction, then-</p> <ol style="list-style-type: none"> a) Lots containing material of same kind should be clubbed. Lots having new and old material or of different species should not be clubbed. b) The lots to be clubbed should be adjacent to each other and not scattered throughout the depot.
	<p>Upset Price</p>
<p>RM(R&M)/Sale/2974/ 83-84 DT. 19.12.1983</p>	<ul style="list-style-type: none"> • Whenever the bids are received below the upset price sanctioned (whether by the Divisional Manager or the General Manager/Regional Manager), the Divisional Manager has to keep the sale on two war and submit the same to his higher authority giving justification for the lower price if he considers that it is

Delivery of Material after Payment of Dues										
<p>(R&M)/3297 DT.4.11.86</p> <p>RM(R&M)/409/B/ 1619 DT. 18.7.1996.</p>	<ul style="list-style-type: none"> • As far as possible the sale amount should be accepted in the form of Demand Draft drawn on the Bank and also RTGS NEFT *vide Government of Maharashtra, Revenue & Forest Dept. Resolution No. MFD-2012/C.R.1/F9 dt.29th March 2014 in which the Project Division has the account. Before issuing the transport orders it should be ensured that the DD has been realized. • In case where sale amount has to be accepted in the form of challans, the transport orders should not be issued before ensuring that the amount being paid through challans has appeared on the bank scrolls. • When the material is transported under the authority being issued by the purchaser, it should be ensured that the full name and address of the person in whose name the authority letter is issued is recorded and his signature should be attested. Further, it should be ensured that the signature of the purchaser on the authority letter tallies with the one in the office records of depot. • Transit Pass should not be issued until permission to transport the material is granted by the Divisional Manager. • In order to avoid misuse of delivery orders it is essential to use printed delivery order forms, numbered serially like bid sheets form. Before signing the order forms, the Divisional Manager should ascertain that all the requisite information is duly and correctly filled in and the signatures of those concerned with the preparation of delivery form and its checking etc. have duly been recorded at appropriate places. The printing should be done on the standard A4 size paper in triplicate. The first copy will be pink in colour, second yellow and the office copy will be white. Pink copy will be given to the purchaser and yellow to the depot officer. • In exceptional cases, the DM may accept sale price up to Rs. 5000/- in cash, provided it is at the headquarter of the Project Division. However, he should ensure that the amount is deposited into the accounts of the Company at the earliest. 									
Ground Rent										
<p>CCF (Production) No. D9/TMR-C/123/C1/86-87 Dt. 22.9.1986.</p> <p>For Bamboo bundles,</p>	<p>The auction purchaser or the purchaser on resale, as the case may be, who has made full payment of the sale price, sale tax, Forest Development Tax and other taxes, rents and duties as are leviable thereon and interest, if any, and had applied a week before the expiry of 90 days, can resolve the material before the expiry of the date specified in such permission which shall be restricted up to 180 days after paying in cash the ground rent calculated as below-</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sr.No.</th> <th style="text-align: center;">Item</th> <th style="text-align: center;">Rate of Ground Rent</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">i.</td> <td style="text-align: center;">Timber</td> <td style="text-align: center;">Rs, 15.00 Per Cu. M or fraction of it per month</td> </tr> <tr> <td style="text-align: center;">ii.</td> <td style="text-align: center;">Fuel</td> <td style="text-align: center;">Rs. 5.00 per cu. M. stacked or fraction of</td> </tr> </tbody> </table>	Sr.No.	Item	Rate of Ground Rent	i.	Timber	Rs, 15.00 Per Cu. M or fraction of it per month	ii.	Fuel	Rs. 5.00 per cu. M. stacked or fraction of
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CCF(Production), MS No. D-16/sale/A- 2/559/90-91/dtd. 11.9.1990		wood	it per month
	iii.	Bamboo	Rs. 5.00 per 100 numbers or fraction of it per month
	iv.	Charcoal	At the rate of Rs. 250.00 per ha. Minimum area should be 0.2 ha. for charging the rent part of it per month. or part of it per month.
	v.	<i>Bamboo Bundles</i>	Rs. 33/- per hundred Bamboo bundles, each bamboo bundle containing 20 pieces of 2 mts. Length each i.e. for 2 Notional tonnes per month.
vi.	<i>Bamboo Bundles</i>	Rs. 16.50 per hundred Bamboo bundles, each bamboo bundle containing 20 pieces of 1 mts. Length each i.e. for 1 National tonnes per month.	
NOTE:a)The ground rent should be recovered on the balance quantity lying in the Depot. b)any quantity less than 1 cum. should be reckoned as 1 cum. for the purpose of ground rent. c) Quantity less than 100 bamboo bundles should be reckoned as 100 bamboo bundles for the purpose of recovery of ground rent.d)the ground rent should be recovered for minimum period of one month. The period less than 30 days should be reckoned as the month.			
Miscellaneous			
FA/BANK/5261 DT. 3.2.2000	Acceptance of Currency Notes- As the instances of acceptances of fake currency notes of denominations of Rs. 500 & above have been noticed while collecting the EMD, special care should be taken while accepting such notes. In this regard, the guidelines in press release issued by RBI should be followed carefully. Information pertaining to name of bidder giving currency notes of Rs. 500 or higher denomination, his EMD No., details of currency notes, signature of the concerned bidder, and signature of accepting officer should be recorded in prescribed format.		
Period of Sale			
MD's letter No.RM/ R&M/46 dt. 4.4.1995	It has been noticed after analysis of rates received in various quarters of the year that rates in the quarter Oct. to Dec. are highest while they are on lower side in the quarter of April to June and July to Sept. Hence, efforts should be made to sell off 90% of the harvested material in the quarter Oct. to Dec. and the remaining 10% in the next quarter i.e. January to March.		

	If the material could not be sold till March due to some reason, then it should not be kept unsold till next October as there are chances of it being deteriorated because of heat and rains.
	Precautionary Measures
MD's letter No. RM/ R&M/390/548 Dt. 29.4.95	<p>a) In order to ensure that the rates received by FDCM Ltd. in auction sales are reasonable, the GM/RMs should obtain the rates of sale of similar material by nearby Forest Division. Asstt. Managers should be entrusted with this job. If the rates received by FDCM Ltd. are less than 10% as compared to those of Forest Dept. the matter may be enquired into and appropriate action may be taken under the intimation to the Head Office.</p> <p>b) All the auction dates should be informed to the Head Office. A report containing information such as quantity of material put to sale, material actually sold, No. of persons paying EMD amount, No. of purchases etc. should be submitted to Head Office.</p> <ul style="list-style-type: none"> • The acceptance of cash / demand draft etc. should not be entrusted to the person who is directly dealing with the revenue realized to keep internal check on the cash and other transactions. • The entries in the cash book should be verified by the DM/AM timely. • Reconciliation of the amount deposited in bank account as per cash book should be done with the amount actually credited by the Bank every month. • Internal checks by Asstt. Managers (AP&AO should be emphasized.)
MD's letter No. FA/ BGT/97-98/5029 Dt. 5.1.85	
MD's letter No. RM/ R&M/390/548 Dt. 29.4.95	<p>Recovery of Amount</p> <p>i) The sale amount should be collected through a demand draft drawn on the bank situated in the same place as Divisional Office. Cheque, Cash or Challan should not be accepted.</p> <p>ii) If the amount of demand draft is more than the cost of a lot, the excess amount should be transferred as deposit under the intimation to the purchaser. It should not be adjusted towards the amount of another lot.</p> <p>iii) Details such as name of purchaser, lot no., date of sale etc. should be written in the right hand corner on the back of demand draft.</p> <p>iv) The delivery orders should be dispatched only after recording the receipt of demand draft in the register.</p> <p>v) The delivery orders should be signed by the Divisional Manager. In his absence, it may be signed by other authorized officer.</p> <p>vi) The copy of the delivery order should be sent to the RFO in charge of the Depot in a sealed envelope.</p> <p>vii) The demand draft received from the purchasers should be kept in the Non Operative Account.</p> <p>viii) It should be ensured that the demand draft deposited in the bank are realized and the bank officials may be consulted in case of any difficulty.</p> <p>ix) The DM should take a review regarding the no. of demand drafts</p>

	received till the month end, how many of them are deposited in the bank and the amount realized. He should also ensure that the amounts of Sales Tax, Forest Development Tax, and Income Tax are properly recovered and deposited in the Govt. treasuries.
	Responsibilities of GM/ RMs in Sale
MD's letter No.RM/R&M/88 B/3381 dt. 1.11.2003	<ul style="list-style-type: none"> • They should remain present at the time of all important sales where large quantity of material is put to sale. • They should inspect the depots under their control during their field visits and ensure that the requisite documents such as outward-inward, lot register and other registers and records pertaining to auctions are kept in order. They should also ensure that the instructions and guideline issued in respect of auctions are properly implemented. • GM/RM should ensure that the staff members and officers under his control are vigilant so that no discrepancy is left in sale procedure and transparency is observed in it. • If any news appears in newspaper regarding auctions, the GM/RM should himself verify the facts and submit his report to Head Office within 8 days.
MD's letter No.RM/R&M/88 B/4138 dt. 12.12.2003	
	Disposal after The Auctions
RM(R&M)/6290 DT. 29.3.93	<ul style="list-style-type: none"> • If the material remains unsold in two consecutive auctions then in the interest of the Company (FDCM Ltd.) it is the duty of the GM/RMs to remain present during the third auction and depending upon the condition of the material they must take proper decision to dispose-off such material.
RM(R&M)/3192 DT. 21.10.2000	<ul style="list-style-type: none"> • The unified sale conditions of auction should be scrupulously followed.

2) STANDARD HAULAGE TENDER CONDITIONS

Haulage and Tender Conditions:

Harvesting of timber, poles, fuel stacks, bamboo etc, is one of the major activities of FDCM Ltd. All this harvested material needs to be transported to Sale Depot for further disposal in stipulated time. This requires deployment of no. of Trucks/Tractors. As the corporation has to employ privately own trucks/tractors for speedy transportation of various forest produce, it is a regular practice to call tenders for this haulage activity.

The format of the conditions of haulage tender is as under:

AGREEMENT FOR THE HAULAGE OF TIMBER AND POLES/FIREWOOD/LONG BAMBOO/BAMBOO BUNDLE OF FDCM.LTD.

MEMORANDUM OF AN AGREEMENT MADE ON this day -----between the Forest Development Corporation of Maharashtra Ltd. (A Company registered under the companies act

1956) having its Registered Office, Rawel Plaza, Plot No. 12, Kadbi Chowk Kamptee Road, Nagpur, 440004 acting through the Divisional Manager, FDCM. Ltd. Forest Project Division ---- (herein after called the corporation of one part and Shri _____ (herein after called the contractor which terms shall where context so admits, includes his heirs and permitted assigns) of the other part in respect of transport of _____ from compartment Nos. as mentioned in clause 4 of _____ to FDCM. _____ Depot.

WHERE AS THE contractor has requested the corporation to allot to him work of Transport of _____ and the corporation has agreed to allot the said work to him on the terms and conditions herein after appearing.

NOW THE DEED WITNESSES THAT

Quantity:

1. The Contractor shall have to transport approximate _____ as and when offered to him by the corporation at the rate of minimum _____ m³ per day from the date of this Agreement to total transport _____ time being the essence of this contract period of contract from -----to----- .
In genuine circumstances further extension will be considered up to entire transportation of compartment no. as mentioned in clause IV on the rates already tendered for transport .In this regard the decision of the Corporation shall be final and binding on the contractor
2. If the more quantity is offered for transport , than the offered one as stated in the preceding Clause 1 the contractor shall transport the such excess quantity of -----, in case if such excess quantity is offered at any time by the corporation during the continuation of this agreement, on the same rate ,terms and conditions. If the felling of _____ is stopped due to any administrative circumstances, the corporation will not be bounded to offer the _____ for transport as stipulated in Clause No. 1 of the agreement. The contractor is however shall not be liable to claim any compensation in this regard.
3. The contractor shall have no right to claim any compensation what so ever in the event of offering by the FDCM Ltd. The less quantity for transportation than the quantity stipulated as per clause 1.
4. The corporation shall pay to the contractor for the quantity transported by him at the following rates.

Name of Centre	Comptt. No.	Particulars of Material	Sanctioned rate

5. The cubical contents of logs & poles shall be calculated by the quarter girth formula and the mid girth shall be measured under bark.

6. The measurements recorded at the FDCM. Ltd. at _____ Depot shall be considered as correct and final for payment to the contractor.

6 - A. The Contractor shall fully load material belonging to one category i.e. Teak Timber, Teak Poles, Non Teak Timber or Non Teak Poles at a time. If the material is not enough for full load then the material of other category is loaded as per directives of field staff. Unloading of the material at the sale depot — will have to be done in the plots specified for the different category of material. If the contractor fails to do so and unloads different category of material in one plot, then the material shall be carried to the respective plots at the cost of the contractor. The actual expenditure incurred for the same shall be deducted from the bills of the contractor and no complaint what so ever in this regard shall be entertained.

6 - B. The Contractor shall count the transported material at the unloading place at the Sale Depot, in the presence of the Depot Officer or his representative.

7. The contractor will submit transport bills fortnightly to the concerned Divisional Manager FDCM. Ltd. _____ by 1st and 15th of each month, supported by carting challans and receipts signed by the Depot officer or any other officer appointed by the Divisional Manager, F.D.C.M. Ltd., _____ for the quantity transported to the FDCM Ltd., Depot at _____ and the same will be paid to him. In case of notice under clause 19 the corporation reserve the right to withheld payment of the bill.

Security Deposit:

8. The contractor shall deposit a security of Rs. _____ for faithful performance of the contract made by him under this Agreement and in addition agrees to a further deduction of 10% of his bills on receipt of material to the FDCM Ltd. Depot at _____ as recurring security.

9. The Corporation shall have a right to appropriate out of the security amount including recurring security deposit amount standing to his credit, any sums required to be spent by the corporation on failure of the contractor to fulfill his contract, and the corporation being required to make alternative arrangements. The Divisional Manager shall have a further right to call upon the contractor to deposit further sums by way of security if in the opinion of the Divisional Manager sums deposited will / or are likely to fall short of the liabilities which the contractor may be required to fulfill the same.

10(A) The contractor undertakes to employ and put at the disposal of the corporation sufficient number of vehicles to transport the entire quantity of _____ from the above mention place to the stipulated depot at _____ during the currency of the contract.

10(B) In case of default on the part of the contractor to transport the entire quantity as stipulated in Clause 1 above by slowing down the pace of transportation or other wise a penalty not exceeding Rs. _____ on the difference between the quantity that should have been transported and that actually transported by the contractor shall be levied and shall be

recoverable from the bills immediately due for payment to the contractor as well as from the security deposit including recurring security deposit.

11. The corporation shall have a right to employ other truck or trucks to complete the transport works at an early date in case the contractor dose not have sufficient truck to do so at his risk and cost.

12.The contractor shall guard the _____ against loss by theft pilferage fire or any other such risk en-route from the above compartments to the FDCM Ltd. Depots _____.

13.(A)The contractor undertake to make good loss in respect of any quantity that may be lost and/or damaged due to above or any other reasons to the corporation. The loss and/or damages will be assessed by the Divisional Manager, FDCM. Ltd. _____ and his decision shall be final. The value of the quantity lost or damaged shall be paid by the contractor on demand by the Divisional Manager.

13.(B)The Corporation shall have right that whenever any other Forest Produce is lost by haulage contractor and is not retrieved after giving due notice to him to recover the cost of same from the contractor. For this purpose the highest scheduled rate or market price for that species and grade will be charged.

14. The Contractor shall have no responsibility after the _____ is unloaded at the stipulated depot and the receipt in token of delivery is obtained from the officer appointed by the Divisional Manager for this purpose. The delivery of _____ will be given during day from 9.00 A.M. to 6.00 P.M. on working days but the Corporation reserves the right to close the unloading to be done on any day or at any time if so required.

15.The Contractor shall have to make all arrangements for fuel, repairs of trucks supply of spare parts and loading and unloading of _____ through his labourers.

15-A The contractor shall be solely responsible and liable to pay minimum wages, gratuity, provident fund, workmen compensation including any other dues accruing under any labour laws, to the labourers/staff engaged by him/her in due performance of contract.

16.The contractor shall abide by the Rules and regulations of the Indian Motor Vehicles Act, Forest Deptt. Labour Laws & other all state Govt. & Central Govt. labour laws and regulations as applicable to him and shall take care that no breach of the same is committed in any manner either by him or his employees or agents.

16-A The contractor shall maintain complete record of the labourers/ staff engaged by him/her in performance of this contract, including their names, addresses, wages paid and contribution of if any made towards their provident and/or gratuity and the likes and produce the same for inspection as and when required by the Divisional Manager.

16-B The corporation has the right to withhold the payment of the contract amount, in the event of default on the part of the contractor in not complying with any of the terms stated in this contract.

17. The Contractor shall maintain the registers and records as may be prescribed by the Divisional Manager and the same shall be produced for inspection on demand by him or by any person authorized by him in respect of the work assigned under this agreement.

Consequences on Failure to Perform Obligations:

18. The Contractor shall not transfer his rights under the contract either wholly or partially without the written permission of the Divisional Manager, and any such transfer shall be permitted at the discretion of the Divisional Manager and subject to the conditions that the original contractor under takes the responsibility and makes himself liable along with his transferee for the completion of the contract and further that the transferee also agrees to give further and an additional security as per clause 8 of the Agreement.

19. In addition to the compensations provided in conditions 10(B) above in case of the failure of the contractor to carry on obligation to transport the quantity when offered to him the corporation will have the right to hire transport from open market at the risk and cost of the contractor and debit the cost to the contractor's account provided the Divisional Manager FDCM. Ltd. ___ gives the contractor 3 days notice in writing about his intention to do so. The corporation may also in its own discretion employ their transport vehicles in case of such a failure of the contractor and debit the cost of transport at the rates approved by the corporation. The extra cost in this respect will be recovered from the contractor as arrears of land revenue if not recovered under the security deposits. The contractor is however not entitled for benefit if any derived by the corporation while arranging the alternate transport.

20. In spite of the action taken under clause 19 of the agreement if Divisional Manager, FDCM. Ltd., _____ is of opinion that the contractor is unable to fulfil the conditions of this agreement and that any further action under the aforesaid clause is not likely to be effective, he may refer the matter to the General Manager/Regional Manager, FDCM.Ltd., who after giving reasonable notice in writing and hearing to contractor may terminate the agreement. If the agreement is so terminated, the contractor shall not be entitling to any compensation and the corporation shall transport all _____ from comptt. No. _____ to Depot _____ by other means of Transport at the risk and cost of the contractor and to recover the extra cost in addition to a penalty which may exceed Rs. 500/- (Five hundred) as will be determined by the Regional Manager and same shall be recoverable as arrears of Land Revenue. Provided the contractor shall not be entitled for benefit if any derived by the corporation while employing the other agency for transport _____ from Comptt. No. _____ to FDCM. depot at _____

21. If any question arises, as to whether the contractor has discharged his obligation or not and/or committed any breach of any other clauses of this agreement and his liability to pay in case of

such breach, the matter shall be referred to the General Manager/Regional Manager _____ of the Corporation who shall decide the same after hearing the contractor, and the decision of the General Manager/Regional Manager _____ shall be conclusive, and final and binding on the contractor.

22.The time is the essence of the contract.

23.Any undertaking between the contractor and any other employee of the corporation not duly authorised by the Divisional Manager will not be binding on the corporation.

24.Unless no deduction certificate is produced from income tax authorities, Income Tax shall be deducted at source from the bill/bills of the contractors in accordance with the provision of the Income Tax Act.

25.The terms and conditions of this agreement may be varied, altered or cancelled either wholly or partially by mutual consent of both the parties by a written document.

26.For the purpose of jurisdiction of this contract shall be deemed to have been entered in to at _____ and is by Agreement subject to the jurisdiction of _____ Civil Court.

27. The Contractor shall abide by the rules and regulation of the Indian Moter Vehicle Act and also the direction given by the Hon'ble Supreme Court of India in writ petition No. 136/2003 regarding the capacity of the vehicle to transport the goods. If any violation is committed by the contractor, he will be responsible for the consequences arised because of this non-observance of the rules, and regulations framed by Government of Maharashtra under Moter Vehicle Act.

Forest Department and other Labour regulation such as Employees Provident Fund Act, 1952 and provisions made thereunder regarding labourers employed for the purpose of loading & unloading of Forest Produce from jungle to notified depots as may be applicable to him and shall take care that no breach of the same is committed in any manner either by him or his employees or agents.

28.Any amount due to be recovered from the contractor under this contract shall be deemed to be arrears of land and revenue , and may without prejudice to any other right, remedies and powers of FDCM. Ltd., be recoverable as arrears of land and revenue in accordance with the provision of the Maharashtra Land Revenue , Code No. 1966 as amended from time to time.

29. If any difficulties arises in respect of transport of _____ from Comptt. No. _____ to _____ sale Depot the contractor shall have inform the same well in advance during the contract period, to the Divisional Manager F.D.C.M. Ltd. _____ who shall decide the same and the decision of the Divisional Manager F.D.C.M. Ltd _____ shall be conclusive and final and binding on the contractor.

30.The contractor shall abide by the rules regulations of Maharashtra Mathadi and other manual workers Act 1969 as applicable to him and shall take care that no breach of the same is committed by any manner either by him or his employees or agents

31. If short route roads become motorable then the revised rate of transport of _____ shall be decided by mutual consent of both parties in this regard the decision of the Divisional Manager F.D.C.M.Ltd _____ shall be conclusive and final & binding on the Contractor

IN WITNESS WHERE OF the parties set their signature on the date and years above mentioned.

Signature

Divisional Manager

FDCM Ltd.Forest Project Division

CONTRACTOR

SIGNATURE

1) _____

2) _____

PAN No. _____

WITNESS:-

1. _____

2. _____

3) Procedure for Condoning Minor Irregularities in Tenders

MD Office No.RM/R/134/320

Nagpur dt. 14.7.1977

CIRCULAR

It is observed that tenders submitted by the prospective contractors sometimes contain certain minor irregularities of technical nature and slips. It may not appear proper to reject such tenders altogether on the grounds of such minor irregularities. The commonly noticed minor irregularities are -

- (1) The Bank Draft, Banker's Pay Order or Deposit at call representation EMD is on a Bank other than a nationalized Bank.
- (2) Bank Draft or Banker's Pay Order or Deposit at call is in favour of the officer to whom EMD is to be tendered though after the designation of the officer the name of the Region or the Division concerned is omitted.
- (3) The tender is signed on one side and unsigned on the other side.
- (4) There is omission in attesting some of the portions of the copies of the partition deed, registration certificate, power of attorney etc. by the authority that is competent to attest such copies to be enclosed with the tenders.
- (5) The attestation of copies of partition deed, registration certificate, power of attorney etc. required to be enclosed with the tender is not dated by the authority competent to attest such copies.
- (6) The tender offer is recorded only in words or only in figures but not in both.
- (7) The tender offer recorded in words and figures does not tally but it is proposed to accept one of these two whichever is more advantageous to the Company.
- (8) The name of the tenderer and the person to whom the tender form is issued do not completely accord with each other.
- (9) The tender is not properly sealed or is not sealed at all. Such minor irregularities can be condoned after discussing the same in the meeting of a Committee. The Committee for a Region shall consist of following members -

- | | |
|----------------------------------------------------|----------|
| 1. General Manager/Regional Manager | Chairman |
| 2. Divisional Manager at GM/RM's HQ. | Member |
| 3. Any other Divisional Manager in the same Region | Member |

4) Negotiation Committee – Constitution & Scope

Scope:

The negotiation for supplies, beyond the power already delegated to the Managing Director, i.e. above Rs. 10000/- be undertaken and finalized by a Committee consisting of following members provided, however, that sales to the Forest Deptt. by negotiation need not be referred to the above Committee, but shall be negotiated and decided between the respective General Manager/Regional Manager and the concerned Chief Conservator of Forests and in case of difference between these two in the matter of price fixation, the matter be referred to and finally decided between the Managing Director and the **Principal Chief Conservator of Forests (Production & Management), M.S., Nagpur.**

Constitution:

1. Managing Director	Chairman.
2. Chief Conservator of Forest of concerned Forest Circle	Member
3. General Manager/Regional Managers concerned	Member
4. Chief Audit Officer of FDCM Ltd.	Member

5) Tender Terms And Conditions

Different types of buildings have been constructed by Forest Development Corporation of Maharashtra Limited (FDCM Ltd.) since its formation. It includes residential quarters for the field staff even in the remote areas, the quarters for the officers, office buildings, godowns, rest houses, laboursheds etc. Civil Works of various kinds such as seed treatment platforms, mist chambers, roads, wells are also undertaken from time to time. Besides this, the maintenance of the old buildings and roads is a regular activity at the field level.

The various constructional works carried out in FDCM Ltd. including all types of buildings, roads and other structures are required to be kept in good condition by undertaking periodical repairs. All these activities involve the control over quality and quantity of material, workmanship, and overall expenditure towards these works. The procedure to be followed for carrying out the civil-works has been laid down under various letters / circulars issued by the Head Office from time to time. The same have been consolidated under this Chapter.

The following instructions are based on the Circular No.D-24/3/FE/43/1498 dt. 11.2.1993 issued by Chief Conservator Forests (Wildlife), M.S., Nagpur

1. New Works and Maintenance:

No new constructional works be undertaken unless its plans and estimates are administratively approved, technically sanctioned by the competent authority and funds to that extent are made available during the year. For new constructions and special / specified repairs, availability of funds should be ensured before calling tenders / quotations as per circular No. EN- 9 (I)/653, Dt.16.5.2009.

2. The Execution of Works :

- a) Due procedure for execution of works should be followed. It is convenient to adopt the forms and procedure in vogue in Public Works Department (PWD). The petty works costing upto Rs. 50000/- may be carried out on Rate List.
- b) The works costing up to Rs. 2.00 lakh be carried out on A-1 or B-1 form considering the nature of work. If the work is to be executed by giving approval only to the rates of item without reference to quantity of work and time limit for completion, A-1 form can be used. In case of works if it is desired to bind the contractor by predefined quantity and predefined completion period that work is to be carried out in B-1 tender form.
- c) All the works costing over Rs.2.00 lakh be carried out by inviting public tenders in B-1 form where bidder has to quote his offer in percentage above or below the estimated rate of work put to tender.
- d) The works for which lumpsum amount needs to be quoted by the bidder as against the estimated amount put to tender, 'C' tender form, prescribed by the Public Work Department of Maharashtra State, can be used with necessary corrections for F.D.C.M.Ltd.

3. The Rate List for Petty Works up to Rs. 50000/- :

In prescribing the details, the rate list for works up to Rs. 50000/- be prepared by R.F.O. in triplicate and this is to be approved by the Divisional Manager. The works carried out on Rate List be executed as per approved rates only. While approving the rate list, the Divisional Manager should verify the rates and quantities as per sanctioned plans and estimates. After receiving 2 copies from Division, the R.F.O. should hand over one copy of Rate List to the piece worker for starting the work. Not more than three works be entrusted to the same piece worker but the aggregate cost should not exceed Rs. 2.00 lakh and the entire responsibility of getting the work done as per the desired quality within time limit and workmanship will lie on R.F.O. only.

4. The Piece Works Costing up to Rs. 2.00 lakh. :

- a) The minor works costing upto Rs. 2.00 lakh be carried out on form A-1 (Percentage rate) by inviting tender by giving wide publicity. The rates proposed in such A-1 tender be compared to Current Schedule of Rates (C.S.R.) which should not exceed these rates and then those may be accepted by the competent authority. Then only such works be started by issuing work order to the piece worker. No secured advances be granted to piece workers.
- b) In A-1 form completion period is not mentioned and hence piece worker is free to leave the work at any stage without any penalty. If it is desired to bind the contractor to complete the work within specified time limit, B-1 tender form may be used.

5. The B-1 Contract for Works Above Rs. 2.00 lakh. :

In executing the works costing more than Rs.2/- lakh, public tenders be invited in B-1 form by giving tender notice in newspapers and such B-1 tenders be accepted by the competent authority. The procedure prescribed in the annexure may be adopted scrupulously.

6. Earnest Money Deposit, Security Deposit and Secured Advances. :

The Earnest Money Deposit (E.M.D.) for B-1 tenders shall be 1% of the work portion of the estimate and the Security Deposit shall be 4 % out of which initial security deposit i.e. 2% is to be obtained from contractor at the time of agreement and then only the work order be issued to the contractor by specifying time limit. The EMD will be refunded in case of tenderers whose tenders are not accepted. In case of successful tenderer the EMD will be refunded after recovering initial Security deposit by Demand Draft on any Scheduled Bank and completion of contract documents by the tenderer .The balance 2% Security Deposit be recovered from running bills of works along with income tax and secured advances, if any, over the material brought on the spot. Such secured advances should not exceed 75% of the cost of material on the site. Tenders without EMD should not be considered valid for competition and this should be clearly mentioned in the tender notice (as per circular No. EN-46 D/4990, dt.1.2.2005).

7. Mode of Measurements. :

The mode of measurement for the various items of construction is specified in the standard specifications of P.W.D. which shall be applicable for works in FDCM Ltd. also. No deviations are allowed in units of measurement than those specified in items of estimates like Cubic Meter, Square Meter, Running Meter etc.

8. Records at Site. :

In controlling the quality of work and workmanship, it is essential to keep necessary record at the site of work as noted below:-

- (i) Material Consumption Register indicating the daily consumption of all material purchased and directly charged to the work in progress.
- (ii) An Order Book be maintained on each and every work and the inspecting officer should record his instructions on it regarding quality, progress, testing of material etc. whenever he visits the work. Such instructions will be binding on the contractor. If the quality of works is not to the mark, then strict view be taken in all cases and all efforts be made to improve the quality as desired.

9. Recording of Measurements & Checking. :

As per the progress of works, the Range Forest Officer should take the measurement of works and record the same on printed measurements book, on the spot with entry at the end as “measured and recorded by me on spot” with dated signature. Ten percent of every such set of measurements be checked by the Assistant Manager by actual verification of work on spot and he should take entry in Measurement Book (M.B.) as “Checked and found correct” with dated signature. The Divisional Manager should also check every such measurements to the extent of 5% by taking entry on M.B. as “Checked and found correct” with dated signature, with every slab of Rs. 50000/- of running bill. All concealed measurements i.e. excavation of foundation, steel in concrete and plinth etc. recorded by Range Forest Officer be 100% checked by Assistant Manager.

10. Running Account Bills. :

Generally, Running Account Bills be paid to the piece worker / contractor every month as per progress of work. After every such set of measurements & checking, the Running Bills in standard form be prepared in Range Office and submitted to Division Office with Measurement Book (M.B.)for payment. If material like cement & steel is issued to the contractor, then Running Account Bills (R.A. Bills) should accompany the consumption details and its recovery be effected through R.A. bills. The R.F.O. and Assistant Manager should sign all running bills and the Divisional Manager should also affix his signature on all R.A. bills. The running bills be given serial numbers from beginning, which will facilitate in preparing completion report smoothly.

11. Retaining 10% Security Deposit up to Defect Liability Period :

As work progresses, all items of work attended by the contractor to that stage be accounted in R.A. Bills. After the completion of works, the final measurement be taken by Range Forest Officer for all items of work and those should be checked to the extent of percentage by Assistant Manager and Divisional Manager with entry on M.B. as described in Para 9. Then final bill of the work be prepared with due accuracy. The Defect Liability Period of important works to be considered at final payment is as under.

1.	New Buildings	:	One year
2.	Special Repairs	:	Six months
3.	Water Proofing Treatment	:	Ten years
4.	C.D. Works	:	One year
5.	New Roads	:	Two years
6.	Maintenance of Roads	:	Six months.

The final bill and the Security Deposit (S.D.) to the extent of 90% be paid to the contractor after retaining 10% of S.D. upto Defect Liability Period. So also, all recoveries of material issued to the contractor & secured Advances be effected fully from the final bill.

12. The Payment by Cheque Only. :

All payments of major & minor works to piece worker and contractor be made through the cheque only and no cash payment to any work be made to them by R.F.O. Also, the R.F.O. should not make any cash payment of materials required for the works or labour payment, but those should be made by cheque only by Divisional Manager. The cash payment be avoided all the while. Only the labour payment to the extent of Rs. 500/- in each case be made in exceptional circumstances by cash. This applies to all original constructional works and maintenance works also.

13. The Completion Report in Prescribed Proforma. :

Within 3 months from the final completion of work in all respect, a completion report in prescribed proforma be prepared by the Assistant Manager with the assistance of R.F.O. along with itemwise comparative statement, indicating estimated quantities, executed quantities, rates, saving, excess with reasons and list of vouchers showing overall expenditure incurred over the work. The completion report be submitted to the General Manager / Regional Manager by Divisions with a copy to the Head Office. If the actual expenditure on work is more than 5 % of the estimated cost then revised estimate be prepared and got sanctioned from the competent authority

14. The Entry into Building Register :

After physical completion, the entry of the building be taken on the bound Building Register as soon as possible and this register be kept upto-date at Range, Division and Regional level.

15. Inspection by the Civil Engineering Wing:

If necessary, the Civil Engineers of the F.D.C.M. be requested for inspecting the works during the progress and furnish the inspection reports. They may render the technical guidance to the field staff with regards to quality of material and workmanship and its record like measurements, R.A. Bills, etc. The jeep may be made available to the Dy. Engineer and Jr. Engineers from the concerned Divisions for such inspection as well as for other items like survey and investigation, data collection for preparation of plans and estimate etc. They may utilize the same vehicle in the region i.e. from one Division to other Division.

16. Muster Payment. :

Some times, the labourers are engaged for departmental works like maintenance of roads, cleaning, plantations, soil working etc. on Muster Rolls and their attendance is marked by the Guard and Foresters. The attendance of labourers be verified by Range Forest Officer once in a fortnight and such entry be taken on Muster Roll with dated signature. If the amount of Muster Rolls exceeds Rs. 5000/- then the attendance of labourers be verified by Assistant Manager on spot with dated signature on Muster Rolls. The quantity of work carried out on Muster Roll be measured and recorded on printed measurement book by Range Forest Officer and be shown on allocation of Muster Roll.

17. Lapse of Sanction :

The administrative approval to work or the technical sanction to an estimate for such work will ordinarily cease to operate after a period of five years from the date upon which such approval or sanction was accorded.

18. Supplementary and Revised Estimate

(a) Supplementary Estimates: Any development of a work thought necessary while a work is in progress which is required for the proper execution of the work as first sanctioned, must be covered by a supplementary estimate accompanied by a full report of the circumstances which

render it necessary. The abstract must show the amount of the original estimate and the total of the sanction required including the supplementary amount.

(b) Revised Estimates:- A revised estimate must be submitted when a sanctioned estimate is likely to be exceeded by more than 5 percent because of the rates being found insufficient, or any cause whatsoever.

It must be accompanied by a comparative statement and a report showing the progress made to date and explaining fully the cause of the revision.

When the submission of a revised estimate under the above paragraph is found necessary, it is essential that the revised estimate should be compared with the latest existing sanction of competent authority.

In case of a work sanctioned about two years before it is proposed to be taken up, the Divisional Manager should review the same carefully to see if any change is called for either in rates or otherwise and before putting out the work to tender he should see that the estimate is got revised and, if necessary, freshly sanctioned by the competent authority after recasting it at Current Schedule of Rates and making other changes considered necessary.

(c) Utilisation of Completion Report as Revised Estimate:- When excess expenditure occurs at such an advanced period in the construction of work as to render the submission of a revised estimate purposeless, the excess, if beyond the power of the Divisional Manager to pass and more than 5 percent of sanctioned estimate, may be explained in a completion report and completion report be submitted for sanction to the authority competent to sanction revised estimate.

19) Who Would Call Tender, Who Would Open Tender and Who Would Sign Agreement: Concerned Divisional Manager should call the tender in appropriate tender form for the administratively and technically sanctioned work (new or repair work).

The tender upto Rs. 50.00 lakh (estimated amount put to tender) can be opened at Division Office level. The tender above Rs. 50.00 lakh should be opened at General Manager / Regional Manager level. After opening of tender, it should be submitted to the empowered authority for acceptance or rejection, considering the instructions issued vide the Managing Director's letter No.EN-215/5188,dt.26.02.2004.

After acceptance of tender concerned Divisional Manager should sign the contract agreement.

20) Division of Work in Number of Contract Units:

In normal circumstances the works of same nature at one site should be executed under one contract unit. But if the work is huge and Division office predicts any difficulty to execute the work (at one site) in one contract unit or Division office wants to break up one work in number of contract units for easy and early execution of work then Division office should propose the break up to General Manager / Regional Manager for approval (before calling tender). General Manager / Regional Manager at his discretion may approve the proposed break up considering nature of work, time required for completion of work and difficulties of engaging two or more contractors at one site.

ANNEXURE 1

PRESCRIBED PROCEDURE OF TENDERING FOR CONSTRUCTION WORKS:

1. For all works costing more than Rs. 2,00,000/- tender notice should be published in news paper.
2. The following time table should be observed while calling tenders: -

Sr. No.	Particulars	Period of notice for the first call	Period of notice for the second or subsequent calls
1	Piece works costing upto Rs. 50000/-	7 days	---
2	Works costing above Rs. 50000/- & upto Rs.5.00 lakhs	8 days	5 days
3	Works costing above Rs. 5.00 lakh & less than Rs. 50 lakh	15 days	8 days
4	Works costing above Rs. 50.00 lakh	25 days	15 days

The periods prescribed above, i.e. in the case of first, second or subsequent calls are minimum and it is always open to the local officers to prescribe longer periods according to requirements of each case.

3. The works for which Rate List or A-1 form is to be used, registered as well as unregistered contractors are eligible.
4. The works for which B-1 tender form is to be used, contractors, registered with the Government of Maharashtra of appropriate class or higher and contractors registered with other State Government, Government of India, State and Central Government undertakings in equivalent class are eligible. If on invitation of tenders, no tender is received from registered contractor and the work cannot conveniently be undertaken departmentally, it would be permissible for the competent authority to give it to an unregistered contractor or a contractor registered in the lower category after re-inviting tenders openly and without restriction.

When re-invitation of tenders is necessitated due to the receipt of high tenders, it is open to the local officers to re-invite tenders openly from registered as well as unregistered contractors provided that the high tenders received at the first call are rejected first by the authority which is competent to accept such tenders.

When tenders are invited from the unregistered contractors they should be asked to give a list of machinery in their possession and which they propose to use on the work, proof of previous experience, availability of technical staff.

5. Tender Form:-The tender form used in P.W.D. for Rate List, A-1 & B-1 can be used by making appropriate changes for F.D.C.M. Ltd. as suggested in the Managing Director's letter No. 355, dt 20.4.1995 of this office.

The Divisional Manager should prepare draft tender papers, which includes description of works drawings, location map required for execution of work.

6. The tender notice should include the information like estimated amount of work category of contractors entitled to tender for the work, the place where and the time when the contract documents can be seen and the blank tender forms obtained, amount to be paid for blank tender forms, the place where or the date on which and the time when tenders are to be submitted and are to be opened, the amount of earnest money required and the amount and nature of the security deposit to be paid on acceptance of the tender, the period during which the work is to be completed, authority for the acceptance or rejection of the tender, list of documents to be attached with tender.

Authority should always reserve the right to reject any item of the tender, or a tender or all the tenders so received without assigning any reason and this should be expressly stated in the advertisement. No tenders should be accepted from any person directly or indirectly connected with the Government Service.

7. Usually the lowest tender should be accepted unless there be some objection to the capability of the contractor, his financial status, the security offered by him or his performance in a former work. The acceptance or rejection of tenders is left entirely to the discretion of the officer to whom the duty is entrusted, and no explanation can be demanded of the cause of the rejection of his offer by any person submitting a tender.

8. In cases where it is proposed to accept tenders other than the lowest the decision should not be taken by an individual officer but by the committee.

When the lowest tender before the final stage of agreement becomes invalid for any reason, say for non payment of security deposit, non completion of tender documents within the stipulated time limit etc., such a tender does not hold good and automatically stand rejected with the forfeiture of the earnest money deposited and the second lowest tender becomes the lowest for being considered for acceptance, for which approval of the tender committee is not necessary.

9. In case of matter (regarding constructions) other than above, the rules of Public Works Department of Maharashtra State may be referred.

6) PRECAUTIONS TO BE TAKEN WHILE SUBMITTING TENDER FOR ACCEPTANCE / REJECTION TO COMPETENT AUTHORITY

(Reference: MD's letter No.EN-215/5188, dt. 26.2.2004)

- 1) Whether attested copy of registration certificate of appropriate class of contractor is enclosed by the tenderer when tenders are called from registered contractors of the Government.
- 2) Whether Earnest Money Deposit¹ (E.M.D.) of required amount is enclosed with tender document
- 3) Whether all pages of tender documents, drawing are signed by the tenderer.
- 4) Whether Power of Attorney for signing contract and accepting payment is enclosed with tender when tenderer is a partnership firm.
- 5) Whether details of work experience, list of machinery, list of technical staff, sales tax certificate etc. enclosed with supporting documents, as asked for in tender document.
- 6) Details of resources used for publicity of tender notice and paper cutting of tender notice if published in newspaper should be submitted.
- 7) Original Demand Draft² of E.M.D. should not be sent with tenders. It should be deposited in a bank in the account of FDCM Ltd. Only Xerox copy of D.D. may be sent with tenders.
- 8) When tender other than the lowest tender is proposed for acceptance, the tender should be scrutinized by the Committee formed at the level of Regional Manager and minutes of the meeting of the Committee should be enclosed.
- 9) In the proposal reference of administrative and technical sanction should be mentioned.
(¹As per MD's letter No.EN-46D/4990, dt. 1.2.2005 no exemption in E.M.D. is to be given to any contractor.)

(² MD's letter No.FA/ACT/95-96/498, 3 dt. 2.1.1996).

CHAPTER: 20

MANAGEMENT PLANNING OF FOREST AREAS IN THE FDCM LTD

1. INTRODUCTION:

In recent years there has been a paradigm shift in the approach to management of forests both nationally and internationally. The focus has shifted to environmental stability, biodiversity monitoring and restoration of ecological balance of disturbed forest systems, protective functions of the forests and eco-system services accrued from forests in shape of non-timber forest products (NTFPs) and herbal botanicals.

The concept of sustainability in forest management thus implies not only sustainability of productive functions but also environmental functions (soil and water conservation, carbon sequestration etc) and socio-economic benefits (meeting livelihood and basic needs) to forest dwellers and other forest dependent communities.

The forest areas leased to FDCM Ltd have been brought under Management Plans. The FDCM Ltd. has prepared Management Plans of all the 14 Forest Project Divisions in order to manage the leased forest area on scientific basis. The Management Plans have been approved by the Ministry of environment and Forests, Government of India. Implementation of Annual Plan of Operations for harvesting and regeneration activities in forest areas is carried out by seeking permission from the Ministry of Environment and Forests, Government of India, as per the Hon'ble Supreme Court order dated 22.9.2000, passed in Writ Petition No. 202/1995 in IA No. 424.

2. PROCEDURE FOR WRITING THE MANAGEMENT PLAN

The Management Plan is an instrument of scientific forest management that accord with philosophy of National Forest Policy and emerging trends in the forestry sector. Forests are managed as per prescriptions of approved management plans prepared on the basis of principals of sustainable forest management and scientific silvicultural practices. The authority designated by the Ministry of Environment and Forests, Government of India approves the Management Plans.

The duration of the management plan is 10 years, after which it is revised. In FDCM Ltd, the task of preparation/revision of the Management Plan is carried out by Divisional Manager of the Project division. Managing Director, FDCM Ltd. has issued 'Guidelines for preparation of management plans in FDCM Ltd' vide letter No. PLN/MP/13(2002-03)/4746 dtd. 1.2.2003. These guidelines confirm well to National Working Plan Code approved by the Ministry of Environment and Forests, Government of India. The guidelines prescribes format for writing of Management plans and includes objectives, basis of proposals and details of working circle wise distribution of area and prescriptions of working in volume I, whereas, schedule of working,

projected yield, expenditure, revenue and related data, etc are included in volume II of Management Plan.

3. PROCEDURE FOR APPROVAL OF MANAGEMENT PLAN

A standing consultative committee has been re-constituted for the approvals of Draft of Management Plan by the Government of Maharashtra vide G.R. FDC-2014/CR 126/F-5, dtd. 23/6/2014 and vide G.R. FDC-2014/CR 126/F-5, dtd. 04/09/2014. It is chaired by Managing Director, FDCM Ltd, and has representation from forest department and FDCM Ltd in the state (including Chief Wildlife Warden) and MoEF (RAPCCF), GOI. As per procedure, Draft Management Plan after deliberation in the standing consultative committee and due revision by incorporating suggestions of the committee, is sent herewith to the Regional Additional Principal Chief Conservator of Forests, Ministry of Environment and Forests (RAPCCF (MoEF), Government of India by the Managing Director under intimation to the State Government. After examining the plan, RAPCCF (MoEF) accords approval on behalf of MoEF, GOI as such or with necessary suggestions, directions and modifications within three months.

4. GUIDELINES ISSUED BY THE MANAGING DIRECTOR FOR WORKING IN OWR, PLANTATION THINNING AND BUFFER AREAS

For carrying out scientific silvicultural working in the forest areas, the Managing Director, FDCM Ltd has issued detailed guidelines for OWR, thinning of plantations and FDCM Ltd areas falling in the Buffer/Corridor of the Tiger Conservation Areas.

- i) Instructions for working in Teak Plantations Working Circle in relation to complete removal of overwood vide MD's letter No. PLN-26/(2001-02)/5154 dtd. 4.2.2002.
- ii) (a) Modified version of instructions for 1st thinning in teak plantations vide MD's letter No. PLN/3870 dtd. 2.2.1989.
(b) Procedure for carrying out second and subsequent thinning in teak plantations raised by complete removal of overwood vide MD's letter No. PLN/05/F-III/2874 dtd. 02.09.1999.
- iii) Operational guidelines for working in Buffer/corridor areas under control of FDCM Ltd. in relation to Tiger Conservation Plan (TCP) of Tadoba- Andhari Tiger Reserve vide MD's letter No. GM/PLN/TCP/Buffer/20/12-13/4096 dtd. 5.12.2013.

5. NATIONAL WORKING PLAN CODE, 2014

National Working Plan Code provides a comprehensive framework for preparation, approval and execution of working/management plans and their periodic revision for scientific management of forest areas. National Working Plan Code-2014 for sustainable management of forests and biodiversity in India has been approved by MOEF, GOI and is enforced, since 1.4.2014. Managing Director vide his letter No. नियोजन/लायब्ररी/४/२००७-०८/१८३६ दि. 14.7.2014 has circulated National Working Plan Code-2014 to the General Manager (All) for necessary compliance of provisions of the code for preparation of Management Plans for forest areas of FDCM Ltd.

CHAPTER: 21

FOREST PROTECTION AND REGULATION

1) Protection of Forests In FDCM Ltd. areas

Forest Dept. of Maharashtra State has given 3.607 lakh ha of forest land on lease to FDCM Ltd. It comes to 6% percent of the total forest area of the State. FDCM Ltd. has raised thousands of ha of plantations of valuable species such as teak, bamboo etc. on this leased land. The responsibility of protecting the natural forest as well as the plantations on this leased land rests with FDCM Ltd as per Revenue & Forest Department, GR No.FD1087/2462/CR 347/F-2 dtd. 06.09.1990.

The Protection Plan of the leased area under the control of FDCM Ltd. has been sanctioned vide MD's letter No.RM/R&M/538/4957 dt. 1.1.1996 and amends made therein from time to time.As per plan, the forest area in the possession of FDCM Ltd. has been divided into small units with dual objective of convenience and effective protection. These units namely, Ranges, Rounds and Beats are manned by Range Forest Officers, Foresters & Forest Guards, respectively. There are 66 Range, 235 Rounds, and 370 beats in the 14 Forest Project Divisions of FDCM Ltd. Besides this, mobile squads are also working for effective forest protection. In order to have quick communication between staff members, wireless facility has also been provided to areas in Nagpur, North Chandrapur, Nashik and Thane Regions.

Besides this the responsibilities of Forest Guard, Foresters, Range Forest Officer, Asstt.Manager, Divisional Manager & General Manager in respect of Forest Protection have also been spelt out in the said letter.

Instructions issued to the field staff in respect of forest protection as well as guidelines of government in this regard, norms of inspection of beats, visits to areas affected by illicit cutting etc. as issued under various Government Resolutions are reproduced below for information and guidance.

i) Responsibility of Forest Staff and Officers

Circular No.	Particulars
MD's letter No.RM/R&M/538 /4957 dt. 1.1.1996	Forest Guard & Forester: Forest Guard has the primary responsibility of protecting the forest under his charge <ul style="list-style-type: none">• He should patrol and inspect the entire forest area of his beat at least once in a week.• If any illicit cutting or forest offence is detected, it may be recorded in Primary Offence Report (POR). Efforts be made to nab the offender and the stolen forest produce be searched. If the

	<p>material is found at the site, it should be transported to a safe place. He should maintain good liaison with local people.</p> <ul style="list-style-type: none"> • Copies of the POR should be sent to Range & Division Offices without any delay. • He should carry with him an Order Book. The instructions given by superiors in respect of forest protection or any other matter should be recorded in it under the signature of the inspecting officer. The compliance in this regard should be shown to the concerned officer at his next visit. • He should record in the monthly diary his daily observations on the area he patrols and inspects, the nature of forest offences, the action taken on it. This diary should be shown to the RFO at the time of salary day and remarks of the RFO be obtained about the work being satisfactory or not. • When a Forest Guard or Forester is transferred, a Panchanama be drawn and the illicit cutting, if any, be recorded. It shall be the responsibility of the person handing over the charge. The person assuming charge should see that this report is prepared carefully because for the illicit cutting to be noticed in future, the new incumbent will be held responsible. If any of the 2 persons on transfer is absent during preparation of such report the report may be prepared in his absence and appropriate action be taken against the delinquent. • Forest Guard shall be responsible for protecting the forest in his Beat. Forester may be given the responsibility of exercising a control over Forest Guard. • Forester should inspect thoroughly at least one compartment of each beat under his control in a fortnight, ensuring that all the compartments are inspected one by one.
<p>MD's letter No No.RM/R&M/538 /4957 dt. 1.1.1996</p>	<p>Range Forest Officer (RFO) :</p> <ul style="list-style-type: none"> • RFO shall be responsible for protection of all the Beats in his Range besides execution of other operations. • The extra sensitive Beats may be identified with the assistance of the Forester and labourers. The RFOs & AMs should inspect such areas from time to time. • He shall ensure that the Forest Guard and Foresters perform their duties diligently and the forest area under his control is protected properly. • He should inspect at least one compartment in each beat under his control per month with special emphasis on Beats sensitive to illicit cutting and ensure that all compartments are

	<p>inspected one by one.</p> <ul style="list-style-type: none"> • He should scrutinize the diaries and PORs, particularly on the day of disbursing the salaries and ensure that the field staff is vigilant and proper actions have been taken in cases of illicit fellings. • He should give regular instructions pertaining to protection and other works in the order book of forest guards and foresters and ensure that these are followed scrupulously. • He shall inspect the entire area where large scale illicit cutting has taken place and take immediate preventive measures for future. • Areas where the loss due to illicit cutting is more than Rs. 25000 should be inspected thoroughly by the RFO and report in this regard be submitted to the superiors.
<p>MD's letter No. RM/R&M/ 2307 dt. 10.8.2001</p> <p>MD's letter No. No.RM/R&M/538 /4957 dt. 1.1.1996</p>	<p>Assistant Manager (AM) & Divisional Manager (DM)</p> <ul style="list-style-type: none"> • AM should inspect at least one compartment thoroughly in 2 months so that the beat inspection carried out by RFO is verified. • DM shall decide the compartment to be checked by the AM and do planning in this regard. • AM should be assigned some Ranges in the Project Division and he shall be responsible for protection and other works in these Ranges. • The DM shall be responsible for the protection of forest area in the Project Division. • AMs & DMs should inspect the forest area, the sensitive areas in particular, during their field visits at least once in a fortnight. They should take a review of POR books, enquiry reports etc. and give proper instructions regarding progress of enquiries. • Such instructions should be given under their signatures in the Order Books and it should be ensured that these are followed properly. • They should take periodic review of reports received from RFOs, Foresters & Forest Guards and ensure that all the areas are being inspected and proper actions are being taken. • Responsibilities should be fixed in case of offences where offender and material is not traced and strict action including the recovery of loss should be taken where the illicit cutting is found to have occurred due to negligence of the staff. • AMs & DMs should undertake surprise night patrolling, at least once in a fortnight, so that the staff remains vigilant and habitual offenders are kept under control. • AMs & DMs should take monthly review of protection works and take appropriate steps for effective protection of the forests

<p><i>MD's letter No. No.RM/R&M/538/4957 dt. 1.1.1996</i></p> <p><i>MD's letter No. RM/R&M/538/4957 dt. 1.1.1996</i></p>	<p>General Managers (GM)</p> <p>The review of protection measures at Regional level shall be more of a compilation of information besides providing the guidance to the staff.</p> <p>General Managers should ensure that-</p> <ul style="list-style-type: none"> • Proper guidance is given to the staff so that the statutory provisions are implemented, the problems are solved and the situation is brought under control. • Review of protection works is taken in the meetings of DMs. • All the necessary measures in respect of forest protection are being taken. • GM shall control supervise the protection activities of DMs and offer guidance to them. He shall plan tours to the sensitive areas and inspect them.
<p>MD's DO Letter No. RM/(R&M)/823 dt. 19.5.2001.</p>	<p>Responsibilities of officers in Forest Offences</p> <p>General Manager –</p> <ul style="list-style-type: none"> • The main role of GM in forest protection is to take review of implementation of protection plan and provide appropriate guidance to the lower staff. • He should ensure that the information is received from each Project Division in the formats prescribed by Govt. and Head Office. By visiting the offices under his jurisdiction the veracity of the information should be checked. • Adequate action and measures have been taken to nab the offenders at Range and Division level. • Proper enquiry has been made in cases where the offender is found, proper action is taken in the arresting them, opposing the grant of bail to offenders, compounding the case or filing it in the court. • The empowered officers are passing orders in disposing off cases of compounding by taking conscious decision and not transgressing their powers. Sample cases of compounding may be scrutinized in this regard. • Where the offenders have been acquitted by the court, whether it is because of any omission at Division level and if so proper action is taken against the delinquent officers. • Workshops are organised in respect of provisions made in Indian Forest Act and Rules thereunder, and other Acts / Codes such as Indian Penal Code, Criminal Procedure Code, Land Revenue Code etc. that can be used in forest offences and that may be of

	guidance to lower staff.
	Role of Mobile Squads
MD's Circular No. RM/(R&M)/RFO/824 dt. 19.5.2001.	<p>RFO Mobile Squad:</p> <p>In order to make the job of forest protection more effective, mobile squads have been provided to some Project Divisions. The main job of these squads is;</p> <ul style="list-style-type: none"> - to have effective forest protection , - to search the offenders, to confiscate the forest produce and - render assistance to the local staff in this regard. <p>They are to work under the control of concerned DM. GMs are expected to supervise their work closely.</p> <p>Following additional guidelines have been issued for the Mobile Squads.</p> <ul style="list-style-type: none"> • Inspections and Raids by Mobile Squads – DM should prepare advance programme of one month of mobile squad which shall remain confidential. It should encompass checking of forest produce being transported on road particularly in sensitive areas and during the nights. • Surprise Checking of Forest Areas in Sensitive Areas- At least 7 days in a months should be earmarked for this purpose and the report of such checking shall be submitted to the concerned DMs. • To Provide Requisite Assistance to the Local Staff - in arranging raids and capturing the forest produce, arresting the offenders etc. <p>Role of Divisional Manager_ Divisional Managers are supposed</p> <ul style="list-style-type: none"> • To grant permission to changes in the tour programme of Mobile Squads (MS). • To check the logbook of vehicles of MS at least once in 15 days. • To ensure that RFO MS submits his weekly diary within 3 days of end of the week and after offering his remarks it should be submitted to the GM.
R&FD GR No. TRS-04/2014/CR.72/F-6, Dt. 13.8.2014	<p>Revised Norms for Forest Protection Works</p> <p>As per revised norms for classification of beats, All beat are hypersensitive beats.</p>
	<p>Norms for Visits to Forests :</p> <ul style="list-style-type: none"> • The norms of tours and night halts for officers shall be as under.

	<table border="1"> <tr> <th>Sr.No.</th> <th>Designation</th> <th>Norms of Touring Days</th> </tr> <tr> <td>1</td> <td>Range Forest Officer</td> <td>Minimum of 210 days per year.</td> </tr> <tr> <td>2</td> <td>Asstt. Manager</td> <td>Minimum of 180 days per year.</td> </tr> <tr> <td>3</td> <td>Divisional Manager</td> <td>Minimum of 150 days per year.</td> </tr> <tr> <td>4</td> <td>General Manager</td> <td>Minimum of 120 days per year.</td> </tr> </table>	Sr.No.	Designation	Norms of Touring Days	1	Range Forest Officer	Minimum of 210 days per year.	2	Asstt. Manager	Minimum of 180 days per year.	3	Divisional Manager	Minimum of 150 days per year.	4	General Manager	Minimum of 120 days per year.					
Sr.No.	Designation	Norms of Touring Days																			
1	Range Forest Officer	Minimum of 210 days per year.																			
2	Asstt. Manager	Minimum of 180 days per year.																			
3	Divisional Manager	Minimum of 150 days per year.																			
4	General Manager	Minimum of 120 days per year.																			
<p>R&FD GR NO.TRS-06/2001/CR 209/F-6, Dt. 8.5.2003 continuedAs per G.R</p>	<p>Beat Khairiyat Report Each Beat Guard shall maintain a Beat Khairiyat Report with himself. He should submit the same, through the Forester to the RFO. RFO shall submit such reports of all beats under his control to the DM.</p> <p>Search of Illicit Felled Trees It is important that immediate cognizance is taken of cases of large-scale illicit felling and preventive measures are taken so as to avoid recurrence of such cases. It is also necessary to report such cases to Superior and Govt. as well. For this the following norms are prescribed.</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Cost of Illicitly felled trees</th> <th>Designation</th> <th>Period within which the spot to be inspected</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Upto Rs. 50000</td> <td>Range Forest Officer</td> <td>Within 3 days of receiving information</td> </tr> <tr> <td>2</td> <td>Between Rs. 50000 to Rs. 2 lakh</td> <td>Asstt. Manager</td> <td>Within 3 days of receiving information</td> </tr> <tr> <td>3</td> <td>Between Rs. 2 lakh to Rs. 5 lakh</td> <td>Divisional Manager</td> <td>Within 3 days of receiving information</td> </tr> <tr> <td>4</td> <td>More than Rs. 5 lakh</td> <td>General Manager</td> <td>Within 7 days of receiving information</td> </tr> </tbody> </table>	Sr. No.	Cost of Illicitly felled trees	Designation	Period within which the spot to be inspected	1	Upto Rs. 50000	Range Forest Officer	Within 3 days of receiving information	2	Between Rs. 50000 to Rs. 2 lakh	Asstt. Manager	Within 3 days of receiving information	3	Between Rs. 2 lakh to Rs. 5 lakh	Divisional Manager	Within 3 days of receiving information	4	More than Rs. 5 lakh	General Manager	Within 7 days of receiving information
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4	More than Rs. 5 lakh	General Manager	Within 7 days of receiving information																		
<p>R&F Dept.'s GR NO.TRS-06/2001/CR 209/F-6, Dt. 8.5.2003 continued</p>	<p>Method of Recording Forest Offences As per the method in vogue, POR is recorded in triplicate. One copy remains with the concerned Forest Guard who first records the offence. Second and third copy is submitted to the Forester & DM. Forester records the details of offence in his register and sends the copy of POR to the RFO. Hence the occurrence of an offence comes to the notice of RFO after the receipt of POR from the Forester. In future, the POR shall be recorded in 4 copies (quadruplicate) and one copy of it shall be submitted to RFO directly.</p>																				

Inspection of Offices

In order to take review of the pending offence cases, implementation of beat inspections submission of various reports it is necessary that offices at various level are inspected by officers regularly.

The following norms are prescribed for this purpose-

Sr.No.	Name of the Office	Inspecting Authority & Norms
1	Round Office	AM should inspect it once in every 3 months.
2	Range Office	<ul style="list-style-type: none">• AMs should inspect Range Offices under their control once in a year.• DM should inspect at least 3 Range Offices in his Division in a year.• GM should inspect at least 1 Range Office in all the Divisions under his control.
3	Division Office	GM shall inspect at least 2 division offices in a year.

Offences where the material cost is more than Rs. 10000/- should be filed in the Court of Law. However, the offences involving habitual offenders, vehicles should be filed in the Court irrespective of the cost of material.

Investigation of Forest Offences

Presently, the investigation of forest offences is entrusted to the Forester. Taking into account the nature and importance of the offence, the matter of investigation needs to be classified so that the disposal of cases is expedited.

Following norms are fixed for this –

Sr. No.	Designation	Norms for Investigation
1	Foresters	Forest Offences upto Rs. 10000 involving loss.
2	Range Forest Officer	Forest Offences from Rs. 10000 to 25000
3	Asstt. Manager	All forest offences involving material cost more than Rs. 25000 and also those involving vehicles, saw mills and wildlife.

	Instructions about Beat Inspection
(MD's letter No. RM/R&M/SA/ 1591 Date-6/7/2001	<p>Beat Inspection</p> <ul style="list-style-type: none"> • The responsibility of illicit cutting in the forest area shall rest with the concerned field staff. RFO should inspect one beat thoroughly (100%) in a period of 1 months. On an average one Range comprises 5-6 beats. Hence, in a single calendar year the RFO should carry out 100% inspection of all the beats under his jurisdiction. • AM & DM should conduct sample checking of the beat inspection carried out by the RFO under the overall supervision of the GM. • Details such as no. of stools (species wise), their girth, abstract of loss, action taken, responsibility of the staff, if any, along with his remarks may be sent by DM to GM every month. • RM shall submit consolidated report of his Region to the Head Office within 15 days of expiry of each month on the basis of reports of the DMs along with his remarks and explaining the action taken.
	Returns to be submitted to Government / Head Office
(R&FD GR No. TRS-4/2000/CR 283/F-6 Dot/ 12.6.2000)	Govt. needs urgent information on illicit cutting for various purposes. In order to facilitate quick appraisal in this regard, information pertaining to each Forest Project Division along with that of mobile squads is to be submitted quarterly in Appendix 'A' and Appendix 'B' to the Govt. This information should be compiled Range wise and submitted along with the regular Quarterly Appraisal Report of illicit cutting.
R&F Dept. GR No. TRS-1096/CR 231/98/F-6 dt/ 21.7.1997	<p>For the quarterly appraisal of losses incurred due to illicit cutting, information in prescribed formats 'A' to 'H' (revised) is being submitted to Govt.</p> <p>In form 'A' & 'B' information of illicit cutting of the Forest Region as well as the Forest Project Dn. under its jurisdiction is to be given. Besides this, the preventive measures being adopted to control the illicit cutting in the vulnerable areas may also be given.</p> <p>The information regarding visits of AM, DM & GM to such areas be given in Form 'G'.</p>

ii) वनसंरक्षण व सुधारीत मापदंड

(परिषद.महाव्यवस्थापन/तांत्रिक/सारग्रंथ/१७८ नागपूर दि.१५/०४/२०१५)

१) नियत क्षेत्राची वारिशी :-

वनजमिनीवर समाजविरोधी तत्वां दून अतिरिक्त मर्यादा याच्या वाढत्या प्रवृत्ती, शासकीय क्षेत्र बजावित असताना शासकीय अधिकाऱ्यांवर गुन्हेगारां दून सशस्त्र हल्ला झाल्याची प्रत्येक वन्यप्राण्यांच्या शिकारी, वनोपज आणि वन्यप्राण्यांच्या अवयवांचा अवैध व्यापार होण्याबाबत निदर्शनास येत असलेली प्रत्येक विचारात घेऊन आजच्या घटनेस सर्वच नियत क्षेत्रे अतिसंवेदनशील ठरतात. सबब, नियत क्षेत्रांची सर्वसाधारण, संवेदनशील आणि अतिसंवेदनशील अशा प्रकारे मर्यादा आलेली वारिशी प्राप्त होतील ठरत नाही. सबब यापुढे सर्वच नियत क्षेत्रे अतिसंवेदनशील म्हणून समजली जातील.

२) नियत क्षेत्र तपासणी :-

विभागीय व्यवस्थापनांच्या अधिनस्त क्षेत्रासाठी नियत क्षेत्र तपासणीचा वार्षिक कार्यक्रम निर्धारित करतील. सदर कार्यक्रम निर्धारित करताना प्रत्येक सहा महिन्यात विभागातील सर्व नियत क्षेत्रांची तपासणी पूर्ण होईल, याबाबतची दृष्टा उक्त अधिकाऱ्यांनी घ्यावी. वन क्षेत्र अधिकाऱ्या हे संपूर्ण वर्षात त्याचे अधिनस्त सर्व क्षेत्रांची तपासणी करतील त्यांनी प्रती महामासाला १ नियत क्षेत्रांची तपासणी करावी. नियत क्षेत्रांची संख्या जास्त असल्यामुळे वनपरिक्षेत्र अधिकाऱ्यांना संपूर्ण वर्षात त्यांचे अधिनस्त नियत क्षेत्र तपासणी करणे शक्य होत नसेल, तसेच त्या वन प्रत्येक विभागात वन क्षेत्रपाल फिरते पथ कार्यरत असेल तर त्याची भरपाई वन क्षेत्रपाल फिरते पथ यांचे मार्फत करावी.

सहाय्य व्यवस्थापन प्रत्येक महिन्यात वनपाल किंवा वन क्षेत्रपाल अधिकाऱ्यांनी तपासलेल्या नियत क्षेत्रातील अंभीर बाबी आढळून आलेल्या क्षेत्राची पुनः तपासणी करतील या व्यतिरिक्त विभागीय व्यवस्थापनांनी वनपरिक्षेत्र अधिकाऱ्या, फिरते पथ मार्फत Random पध्दतीने नियत क्षेत्रांची तपासणी करतील. नियत क्षेत्र तपासणी करताना वनअधिनियम १९२७, वन्यजीव अधिनियम १९७२, वन(संवर्धन) अधिनियम १९८० व अनुषंगी नियमावली घडलेल्या गुन्ह्याची नोंद/दाल घेतील. अनुसूचित जमाती तथा इतर पारंपारिक वननिवासी (वनहक्कांची मान्यता) अधिनियमावली मान्य व अमान्य तसेच अपील दाव्यासंदर्भात सुध्दा आढावा घेतील (जर प्रत्येक असेल तर) वनाच्या हद्दी, गुणा, बुरुज, इत्यादी बरोबर आहेत कि याची पाहणी करतील. वनरक्षका अभिलेख बरोबर आहे कि हे पाहतील. त्यांचे दून जप्त मुददेमाल-पुस्तिका, आदेश पुस्तिका बीट नक्शा, टोपोशिट, दैनदिनी, आवेश साहित्य, मोबाईल फोन/वाटिका/जीपीएस/पीडीए इतर शासकीय साहित्य सुस्थितीत असल्याबाबत नोंद घेतील. वनरक्षक व वनपाल हे जीपीएस व पी.डी.ए. या यंत्राचा योग्य प्रकारे वापर करताना यांची सहानिशा करावी. तसेच वनरक्षक मुक्यालयात राहातो कि याची माहिती घेतील. वनरक्षकाचे अधिपत्यावली एररचे लिस्ट तयार करायत यावी म्हणजे तपासणी काम सुरु होईल.

वनर । ाचा वार्षि ापनिय अहवाल लिहीताना तपास ि अहवालाची मदत घेतली जाईल. ताब्यातील जप्त मुदेमाल व त्याची नोंदवही याचा ताळमेळ तपासतील.

३) नियत ेत्र तपास ि अहवालाचे विश्लेष ा व आनुषंि ार्यवाही:-

प्रत्ये िमाहीनंतर विभा िय व्यवस्थाप ांयांनी विशेष सत्र आयोजित रून मा िल ३ महीन्यात र यात आलेल्या नियत ेत्र तपास ि अहवालाचे विश्लेष ा रावे. या सत्रात विभा ितील सर्व सहाय्य व्यवस्थाप ,वनपरि ेत्र अधि ारी, फिरते पथ ाचे अधि ारी, संबंधित वनपाल व वनर ा उपस्थित राहतील. नियत ेत्र तपास ित आढळून आलेल्या बांबीचा विचार रून पुढे घ्यावयाची द ाता व आनुषंि ार्यवाही बाबत अंमल सा रता येईल या बाबत विभा िय व्यवस्थाप ांयांनी विशिष्ट सुचना द्याव्यात.

४) ार्यालयाची नियमित तपास ि

एफडीसीएम लि.च्या ामाचे सर्वा ि ा प्र ाती शाप्र ारे होत आहे.याचा आढावा घे यासाठी प्रत्ये घट ार्यालयाची नियमित तपास ि र ाे आवश्यक आहे.त्या बाबतचे मापदंड ालील प्रमा ाे र यात येत आहे.

अ.८	ार्यालयाचे नांव	तपास ि अधि ारी व मापदंड
१	परिमंडल ार्यालय	वनपरि ेत्र अधि ारी ३ महीन्यातुन ए वेळा
२	परिमंडल ार्यालय	सहाय्य व्यवस्थाप ६ महीन्यातुन ए वेळा
३	परि ेत्र ार्यालय	सहाय्य व्यवस्थाप वर्षातुन ए वेळा
४	परि ेत्र ार्यालय	विभा िय व्यवस्थाप वर्षातुन ए वेळा
५	सहाय्य व्यवस्थाप ार्यालय	विभा िय व्यवस्थाप वर्षातुन ए वेळा
६	विभा िय ार्यालय	महाव्यवस्थाप प्रतीवर्षी त्यांचे ार्य ात्रातील सर्व विभा िय ार्यालयाची व प्रत्ये विभा ितील ित िी ए परि ेत्राची तपास ि रतील.

एफडीसीएम लिमिटेडमध्ये वनपरि ेत्र ार्यालयाची व विभा िय व्यवस्थाप ार्यालयाची तपास ि सहा.वेतन व ले ा अधि ारी अि वेतन व ले ा अधि ारी यांचे डून सहामाही/वार्षि तत्वावर होत असते.याशिवाय एफडीसीएम लिमिटेडचे मु य ले ापरी ा अधि ारी यांचेमार्फत सर्व विभा िय व प्रादेशि ार्यालयाचे अंत ित ले ा परी ा ा दर सहा महीन्यांला होत असतात.त्यामुळे सद्यस्थितीतील प्रचलित पध्दत अधि ाटे ाेर असल्यामुळे ती पध्दत यापुढेही अमलात राहिल.

५) आराारि ि तपास ि :- आराारि ि तपास िचे ाम वन विभा ामार्फत र यात येते म्ह ाून एफडीसीएम लिमिटेडच्या ात्रा ल ातच्या आराारि ि बाबत त्ार असल्यास ही बाब वन विभा ाच्या अधि ा-यांच्या निर्देशनास आ ाून दे यात यावी व पुढील ार्यवाहीस त्यांना सह ार्य रावे.

६) वन जुन्हयाची तत्परतेने नोंद, चौ शी व तपास:-

वन जुन्हयांचे नोंदीबाबत एफडीसीएम लिमिटेडमध्ये सध्या प्रचलित असलेल्या प्रपत्रात ४ प्रतीत र यात येईल. वनर १ स्तरावर नोंदव यात आलेल्या वन जुन्हयांसंदर्भात १ ली प्रत वनर १ ने स्वतः डे टेवावी, दुसरी प्रत वनपाला डे, ३ री प्रत विभागीय कार्यालया डे आणि ४ थी प्रत वनपरि त्रेत्र कार्यालया डे सरळ पाठवावी. ाही जुन्हा प्र र े वन हददी बाहेर घडतात व ती इतर वन अधि ां-यांच्या निदर्शनास येऊ श तात. अशा वेळी ज्या वन अधि ां-यांच्या निदर्शनास सर्व प्रथम सदर जुन्हा येईल त्या वन अधि ां-यांने जुन्हयाची नोंद रुन जुन्हा घडलेल्या ार्या त्रेत्रातील वनपाल, वन त्रेत्रपाल, विभागीय व्यवस्थाप अधि ा-यां डे पाठवाव्यात िं वा संबंधित वन विभा ाचे तत्सम अधि ा-यां डे पाठवावा.

शासनाच्या असे निदर्शनास आले आहे ि, जुने अति म ा संदर्भात तत्परतेने जुन्हे नोंदवि याऐवजी सदरची प्र र ि मा िील ालावधीची आहे अशी भुमि ा घेऊन जुन्हयाची नोंद ंली जात नाही. ही बाब ांभीर असून अति म ासंदर्भात जुन्हे नोंदवि यातबाबत दिरं ाई निदर्शनास आल्यावर संबंधित वनर १, वनपाल, वन त्रेत्रपाल ड ारवाईस पात्र राहतील.

वन जुन्हे निदर्शनास आल्यानंतर िं वा यथास्थितीत वरील प्रमा िे वन जुन्हयाबाबत प्रथम प्रतितृत् प्राप्त झाल्यानंतर संबंधित एफडीसीएम लि. चे प्राधि ा-यांनी सदंर्भ ं.२ (शासन अधिसुचना-ं.एस-३०/०२/२०१३/प्र.ं.२१/फ-६ दिनां .२१.०५.२०१३) मधील शासन अधिसुचना नुसार त्यांना सोपवि यात आलेल्या अधि ारांच्या अधीन राहुन विनाविलंब ायदेशिर ार्यावाही सुरु रावी. जुन्हाबाबत तपास व चौ शी र यासाठी उक्त संदर्भाद्वारे विविध पातळीवर अधि ा-यांना प्राधि त र यात आले आहे. नोंद झालेल्या प्रत्ये वन जुन्हा संबंधित अधिनियमानुसार त र सुसं ात निष् र्ष (Logical conclusion) पर्यंत आ ाला जाईल, याची वैयक्ती ाणि संयुक्तप िे जबाबदारी वनपरि त्रेत्र अधि ारी, सहाय्य व्यवस्थाप ाणि विभागीय व्यवस्थाप ांची राहिल.

वन्यजीव (संर ा ि) अधिनियम १९७२ अंत ित तडजोडीस पात्र नसलेले जुन्हे व ज्या जुन्हयासाठी िं मान ारावासाची तरतुद आहे. अशा जुन्हयासंदर्भात विभागीय व्यवस्थाप अधि ारी ांनी वैयक्ती ा पातळीवर सनियंत्र ा टेवावे. जुन्हाबाबत तपास पु र ा होऊन ाणि ा ाटला दा ाल झाल्यानंतर प्र र ाचा पाठपुरावा ंला जाईल, याची सर्वस्वी जबाबदारी उक्त अधि ा-यांची राहिल.

विभागीय व्यवस्थापन अधिारी तसेच सहाय्य व्यवस्थापन आणि वनपरिेत्र अधिारी हे त्यांचे कार्यालयात वनजुहे नोंदवहीची तपासणी नियमितपणे करतील व प्रत्येक महिन्याअखेर वरीलप्रमाणे तपासल्याबदल जुहे नोंदवहीत संदर्भात करतील.

भारतीय वन अधिनियम, १९२७ तसेच वन्यजीव (संरक्षण) अधिनियम, १९७२ अंतर्गत जुहे संदर्भात तडजोड कर यासाठी संदर्भ क्र.२, मधील अधिसूचने अनुसार ठरावि पातळीवरील अधिारी साम आहेत. सबब जेत्या वनजुहेयासाठी तडजोड न्यायसंमत राहिल आणि जेत्या वनजुहेया संदर्भात न्यायालयात टला दाल कर जे अपेक्षित राहिल हे प्रकरणच्या जुलवतेच्या आधारावर निर्णय साम प्राधिका-यानेच निर्णय घ्यावा व त्यानुसार कार्यवाही करावी.

७) अवैध वृत्तोडीचा तत्परतेने शोध घेणे

वन संरक्षणसाठी कार्यरत असणारा क्षेत्रिय मंचारी अवैध वृत्तोडीच्या घटना निर्दर्शनास येताच त्याबाबतचे अहवाल त्यांच्या वरिष्ठा डे सादर करित असतात, मोठया प्रमाणावर अवैध वृत्तोडीच्या घटनाची तत्परतेने दाल घेऊन, अशा घटना पुन्हा घडणार नाहीत, यासाठी आवश्यक त्या प्रतिबंधात्मक उपाययोजना करणे महत्वाचे आहे. तसेच अशा घटनाबाबत वरिष्ठाना आणि शासनास अवगत करणे देणाल महत्वाचे ठरते.यासाठी पालील प्रमाणे मापदंड निर्धारित करयात येत आहे.

अ. क्र.	घटनास्थळावरील अवैध वृत्तोडीची र्मित	तपासणी अधिका-यांचे पद	घटना स्थळी भेट दे याची मुदत
१	रु.५०,००० पर्यंत	वनपरिेत्र अधिारी	माहिती मिळाल्यापासून ३ दिवसाचे आंत
२	रु.५०,००० ते २ ला णा पर्यंत	सहाय्य व्यवस्थाप	माहिती मिळाल्यापासून ३ दिवसाचे आंत
३	रु.२ ला णा ते ५ ला णा पर्यंत	विभागीय व्यवस्थाप	माहिती मिळाल्यापासून ३ दिवसाचे आंत
४	रु.५ ला णाचे वर	महाव्यवस्थाप	माहिती मिळाल्यापासून ७ दिवसाचे आंत

वर नमुद लेल्या अधिका-यांनी वेळ तपासणी रावयाची नसुन सदर पुन्हा प्रकरणच्या तपासावर वैयक्ती सनियंत्रण ठेवयाचे आहे व आरोपी विरुध्द त्रयदेशीर त्रवाई होईल याची दाल घ्यावयाची आहे. आवश्यक ता वाटल्यास प्रकरणत दोषी आढळण-या मंचारी/अधिारी यांचे विरुध्द विभागीय चौशी करुन उचित कार्यवाही देणाल रावयाची आहे. ५ ला णा जे जास्त र्मितेचे अवैध वृत्तोडीचे वनजुहे शासनाच्या निर्देशनास आयात यावे.

८) न्यायालयीन प्रकरण पाठपुरावा व इतर जुहे - वन परिेत्र अधिारी,सहाय्य व्यवस्थाप व विभागीय

व्यवस्थाप यांनी न्यायालयात फिर्याद मुदतीत दाल होईल याची दाल घ्यावी. समरी ट्रायलप्रमाणे चालवयाची प्रकरणे तशी चालतात याबाबत शासकीय अभिव्यक्त्याचे न्यायालय यांचेशी संपर्क साधून उपाययोजना करावी.

आवश्यक तेथे शास्त्रीय पुरावा/अभिप्राय तज्ञ संस्थेडून घेऊन न्यायालयापुढे सादर होईल ते पहावे. महामंडळाचे वतीने साणीसाठी येण-या व्यक्तीची त्रसोय होणार नाही.त्यांना आर्थिक मदत वेळीच मिळतील हे पहावे.साणीदार फिरतूर

हो पार नाही व झाल्यास त्याचे विरुद्ध आयदेशि रार्यवाही होईल, हे पहावे. तपास,चौ शी व न्यायालयीन ामात ुचराई र ा-या अधि ारी/ र्मचारी यांचे विरुद्ध ठोर ार्यवाही रावी. विभा ाविरुद्ध नि ाल ेल्यास वेळीच अपील/रिव्यू/रिटपिटीशन बाबत ार्यवाही रावी.सर्व न्यायालयीन प्र र ाची नोंद ठेवून, त्यावर सहाय्य व्यवस्थाप , विभा ाीय व्यवस्थाप ायांनी संनियत्र ा ठेवावे. विभा ाीय व प्रदेशस्तरीय अधि ा-यांनी प्रत्ये महीन्यास न्यायालयीन प्र र ांचा आढावा घ्यावा.

भारतीय वन अधिनियम १९२७ लम २६ अंत त्त विनिर्दिष्ट र यात आलेले बहुतांश वन िुहयाप्र र ाी ारावासाची ामाल मर्यादा १ वर्षापर्यंत आहे. सबब उक्त अधिनियमा ाली लम ६७ व फौजदारी प्रि या संहिता लम २६२ ते २६५ च्या अधीन राहून न्यायालयात ाटला दा ाल राताना प्र र ा Summary Trial व्दारे नि ाली ाढ यात यावी, अशी विशिष्ट प्रार्थना फिर्यादमध्ये अंतर्भूत ेली जाईल, या बाबत सर्व संबंधित प्राधि ा-यांनी नोंद घ्यावी.

९) दैनदिनी सादर र ाबाबत:- सहाय्य व्यवस्थाप , विभा ाीय व्यवस्थाप नेम े ाय ाम रतात तसेच वनसंर ा ाबाबत त्यांचे स्तररावर घे यात येत असलेली द ाता पुरेशी आहे िं वा से, यांचे आ लन त्यांची दैनदिनी प्राप्त झाल्याशिवाय रता येत नाही. सबब याव्दारे निर्देशित र यात येते आहे ी, दोन महीन्यापे ा जास्त ालावधीसाठी ेत्रीय अधि ा-यांनी दैनदिनी प्रलंबित असल्यास त्यांची वेतन देय े पारीत हो पार नाही, याची द ाता घ्यावी. तसेच दोन महीन्यापे ा जास्त दैनदिनी प्रलंबित अस ारे अधि ारी, हे स्वतः आहरं ा व संवितर ा अधि ारी असतील, तर त्यांनी त्यांचे स्वतःचे वेतनदेय े पारीत रू नये. या निर्देशांचे उल्लंघन र ारे अधि ारी शिस्तभं ा विषय ार्यावाहीस पात्र ठरतील.

१०) महाव्यवस्थाप /प्रादेशि व्व्यवस्थाप /विभा ाीय व्यवस्थाप /सहाय्य व्यवस्थाप अधि ारी यांनी घ्यावयाची विशेष द ाल:-

१. आंतरराज्यीय सीमेवर असलेल्या ेत्रासाठी संबंधीत राज्यांच्या अधि ा-यांबरोबर नियमित आंतरराज्यीय संर ा ा बैठ ा आयोजित होईल, याची द ाता घे े.
२. पोलीस व महसूल अधि ा-यांबरोबर सर्व पातळीवर समन्वय ठेव े.
३. विभा ाीय पातळीवर नियंत्र ा ा २४ तास सुरु आहे, याची ात्री र े.
४. न्यायालयात ाटला दा ाल झाल्यानंतर, त्याचा पाठपुरावा होईल, याची द ाता घे े.
५. ज्यांच्या मदतीने वन िुहयातील ामालमत्ता सर ार जमा झाली आहे िं वा आरोगी न्यायालयात दोष सिध्द झालेला आहे. त्यांना महाराष्ट्र वन नियमावली २०१४ नियम ८३ अनुसार ब ाीस प्रदान र े.
६. वन िुहयाबाबत पाठपुरावा र यास ुचराई र ा-या अधि ारी/ र्मचा-यांविरुद्ध प्रशास ाीय पातळीवर ार्यवाही र े.

CHAPTER: 22

TURNKEY PROJECTS AND GUIDELINES

(Letter No. RM/WFP&AFF/1419, Nagpur; 22/06/2011)

GUIDELINES FOR UNDERTAKING PROJECTS ON TURNKEY BASIS

In view to assist environmental amelioration initiatives of other government, semi-government and private agencies and to undertake plantation/ afforestation projects on their behalf on turnkey basis, the following, guidelines are hereby issued, in suppression of guidelines issue earlier on the subject vide MD Office Letter No. RM/WFP&AFN/1419 Nagpur, dt. 22/06/2011.

1) Scope of the turnkey projects:

Turnkey projects of raising plantations can be taken up on Government lands as well as on Private lands belonging to individuals. In case of private areas, minimum size of project would be 10.00 hectares and/ or Rs.25.00 Lakhs, as the estimated cost of the project, on profit making basis only.

2) Cost of project preparation:

Project preparation cost should be borne by the prospective organizations willing to raise plantations on their lands. Such cost should be recovered in advance before taking up the preparation of project report.

3) Preparation of cost estimates:

The cost estimates should be prepared in due consideration of possible wage rise and will include staff cost, travel cost, supervision cost, all other direct/indirect cost applicable to the project and profit to FDCM Ltd. The total establishment cost of staff, who are engaged in execution of project, should be recovered from the project authorities. In addition to that the provision of 20 percent profit should be made while preparing the estimate of the project in the form of service charges. However, Regional Managers may have flexibility and competitive spirit while fixing up the profit component in order to capture better market and have more profitability in the long run.

4) Effective period of the project:

This should be decided in advance in consultation with the concerned organization. It should be as small as possible. No period over 36 months should be considered without prior consent of Managing Director's office.

5) Protection of work areas:

Terms of this issue should be clearly spelt out. We should not work as other's watchman. If required proper safeguard against the cattle grazing should be insured and the same should be reflected in the estimates by way of enclosures. The project working sites/ areas should be clearly identified by authenticated maps.

6) Labour problems

The applicable statutory rate of payment of daily wages to the laborers for the project works should be confirmed from the legal point of view before preparing the Project. Reports and the same should be reflected in the estimates. All the works should be carried out on piece rate basis. No *barmahi* or daily wage labor(s) should be created under this project. Labour(s), if required, may be hired strictly on short term contract basis. Mechanized methods may be explored for making project cost effective.

7) General terms and conditions of the agreement:

The proposal including terms and conditions of the agreement and also the estimates including rates of item for the project with project cost exceeding the powers sub-delegated to the Regional Manager's, should be got approved from the Managing Director, separately, before entering into / execution of the contract with the concerned party *and before* implementing the works. It should be ensured that the project sites are free from encroachments and removal of encroachments shall be the responsibility of the indenting agency. The suitable arbitration, jurisdiction clause should be provided in the agreement.

8) Technical powers / Administrative approval of the project:

Within the powers sub delegated to them, the Regional Managers will accord both technical sanction and administrative approval to the projects. In case of projects exceeding Regional Managers power, the Regional Managers will send the proposals to Managing Director for necessary sanction after scrutinizing the same from all the aspects including its technical aspects etc. While doing so the Regional Managers shall ensure that the project is profitable and interest of FDCM is safeguarded and the activity is not resulted in loss to it.

9) Negotiation for rates and terms and conditions:

Regional Managers should negotiate the rates and terms and conditions with the interested parties. However, due care should be taken not to put FDCM in any awkward position or to any legal complications. FDCM's interest should be safeguarded.

10) Working Capital for execution of works:

FDCM's funds should not be blocked for such projects. The funds provided in advance by the interested parties should only be utilized for the execution of works. Necessary Security Deposit should be taken in advance before start of works.

11) Regarding deduction of Income Tax:

As the FDCM is treated as contractor in such projects, the deductions of Income Tax at source is done by the contracting agency. In case the Income Tax is deducted by the concerned authority, at source, a certificate from the authority to that effect will be required which should be obtained by the concerned Divisional Manager. This certificate should then be submitted by the concerned Divisional Manager to the Head office for claiming the deductions of income tax already paid in the Income Tax Returns of the Company.

12) Regarding works contract liability/Transfer of Property Right to use of Sales Tax on the contract of Turnkey Project:

Maharashtra Works Contract Act/ Transfer of Property Right to use of Sales Tax is applicable on the total consideration. Whether the provisions of this Act are applicable to the turnkey projects to be undertaken by the FDCM or, otherwise, need to be ascertained from the Sales Tax consultant by the concerned Regional Manager. Further, if applicable the calculation of such Sales Tax on the bills of the Company will be required to be charged by the FDCM from the user agency.

13) Quarterly Progress Reports:

Physical and Financial Progress reports should be obtained by the concerned Regional Managers from the Divisional Manager and submitted to the office of the Managing Director regularly on monthly and quarterly basis till the completion of the project works.

14) Time to time inspection of works:

The technical inspections from time to time should be ensured to know the success of the works well in time

15) Necessity of Insurance:

This may be examined separately for each project. If found necessary, the cost should be included in the estimates.

16) Sharing of the expenditure/loss due to natural calamities etc.

While finalizing the draft agreement the Regional Managers should ensure that the unforeseen loss due to *force major* reasons like natural calamity or other should be borne by the concerned agency. The full burden of this should be put on the concerned agency.

17) Unless and until the funds required are received in advance, no works should be started. Payment stages and terms should be clearly stated. Time to time review of installments of funds due should be taken.

18) The utilization of the premises, machinery etc. for doing work should be examined, discussed and decided with the concerned authorities. Necessary decision about this and any charges thereby should appear in the Agreement.

19) Completion reports:

Commitment for signing a joint completion report at a fixed time should be duly incorporated in the Agreement.

20) Final Report:

Final report on every turnkey project after completion indicating profit to FDCM Ltd. should be submitted within 3 months after completion of project. Necessary book entries on completion of the project should be ensured on completion of the Project.

21) Provisions for incentive to the staff engaged in implementation of the Turnkey Project up to 10 percent of the profit of the company, in relation to a particular project would be incorporated in Project. Similarly, provision for sumptuary allowance shall be made for facilitating processing/negotiations, expediting/ completing agreement formalities, publicity and other contingent aspects up to an extent of 10 percent of the project cost.

22) Proper and effective implementation of guidelines shall be ensured through the following mechanism of regular periodic review both at RMs level and at headquarters.

i) Six monthly review shall be taken at RM level and would be reported to H.Q along with issues discussed, suggestions and/or modifications proposed for effective implementation of guidelines.

ii) Review of implementation at HQ level shall be taken once in a year to ensure effective implementation of guidelines as well as project activities.

23) The profitability of the project would be carefully examined and ensured at the time of preparation of projects. Profitability of each project shall be ensured at HQ level. Opinion of CA&FA, in this regard, shall be taken to ensure 10 to 20 percent profitability.

-sd-

MANAGING DIRECTOR

CHAPTER NO. 23

MEDICINAL PLANTS CONSERVATION AND DEVELOPMENT IN FDCM LTD

1) ESTABLISHMENT OF MEDICINAL PLANTS BRANCH

The Govt. of Maharashtra vide its Government Resolution No. FDM-2005/CR 55/F-2 dated 26-02-2010 (*Annexure-1*), approved creation of an independent medicinal plants conservation and development branch under Forest Development Corporation of Maharashtra Limited. In accordance with the G.R., Board of Director's of FDCM Ltd. approved the creation of an independent medicinal plants branch in the 152nd meeting dated 21-5-2010 The Managing Director, FDCM Ltd. vide his letter no. ADM/Estt/3453/885 dated 31-05-2010 (*Annexure-2*) issued order for establishment of an independent medicinal plants branch under FDCM Ltd, from 1st June 2010.

2) MANDATE OF MEDICINAL PLANTS BRANCH

As per the Government Resolution dated 26th Feb. 2010, the objectives of the independent medicinal plants branch are given, as under:

- (i) To survey, conserve in-situ and establish authentic data base of medicinal, aromatic and edible plants of forest origin.
- (ii) To increase green cover in the non-forest areas by undertaking cultivation of above plants species on contractual basis and facilitate marketing of their produce.
- (iii) To make available the naturally available edible produce and other useful Ayurvedic Medicines as well as non-timber forest produce, at affordable rates to the people of the state.
- (iv) To standardize plantation modules for organic cultivation of alternate crops on waste land in the state.
- (v) To set up facilities for certification and quality control for plants produce and to encourage Indian Systems of Ayurvedic Medicines through distribution of pure produce in the state, country and abroad.
- (vi) To increase productivity of forest areas.

The said G.R. also prescribes outline of the works to be undertaken by the Medicinal Plants Conservation and Development Branch, so constituted, in the F.D.C.M. Ltd. The proposed works / schemes include:

- (i) In-situ conservation of rare plants in the selected conservation areas.
- (ii) Education and training programmes for the collectors of these plants from forest areas especially for species whose roots and barks used.
- (iii) Setting up of botanical gardens, medicinal plants gardens, nakshtra van's and dashmul plantations; setting up of homestead medicinal plants gardens in the urban areas for the domestic use of medicinal and aromatic plants.
- (iv) Encourage cultivation of medicinal, aromatic, edible and natural colour yielding plants.
- (v) Large scale collection of these plants from forests, through, JFM committees.
- (vi) Setting up of modern nurseries for raising pollution control plants and their sale to the local public.
- (vii) Sale and export of these forest produce, after proper treatment and value addition, and to obtain necessary permission from National Bio-diversity Authority before exporting the medicinal plants.
- (viii) Setting up of processing plants and laboratories for processing of medicinal plants; setting up of training centers, retail outlets, factory and a state of the art laboratory.

3) APPROVED STAFF FOR MEDICINAL PLANTS BRANCH

Managing Director, FDCM Ltd. vide its letter No. ADM/Estt/4562 dtd. 14-3-2011 has allotted staff of 17 in different cadres for the Medicinal Plants Branch at Head Office and at division levels, at Nagpur and Thane against the approved staff of 65 in the Board of Director's meeting held on 21-5-2010.

4) DELEGATION OF POWER TO CHIEF GENERAL MANAGER

The Managing Director vide his order no. ADM/Estt-3/PWR/191/3034, dated 15 October 2011 has delegated powers to Chief General Manager to ensure functioning of medicinal plants branch under the FDCM Ltd. These powers have been revised subsequently vide M D's order no. ADM/Estt/404/4679 dated 16th Feb. 2015 and has been incorporated in Chapter 1 of the Digest under heading - sub delegation of powers to sub-ordinate officers.

In accordance with the mandate, activities like creation of herbal gardens, establishment of medicinal plants nurseries, plantation of medicinal plants, *in-situ* conservation of medicinal plants, training of staff, etc. have been initiated in FDCM Ltd areas since 2010. Financial assistance for the purpose has been sought from CAMPA, 13th Finance Commission, NMPB, GoI New Delhi and MSH&MPB, Pune as well as from Corporation's own resources.

ANNEXURE-1

महाराष्ट्र वन विास महामंडळाच्या अधिनस्त स्वतंत्र
औषधी वनस्पती संवर्धन व विास शााा स्थापन र्ो.

महाराष्ट्र शासन
महसूल व वन विभाा
शासन निािा . एफडीएम-२००५/प्र. . ५५/फ-२
मंत्रालय, मुंबई ४०० ०३२
दिनां २६.०२.२०१०

वाचा :- (१) शासन निािा, महसूल व वन विभाा, . एफडीएम-२००५/प्र. . ५५/फ-२ दिनां १/७/२००७
(२) प्रधान मुा य वनसंराा , महाराष्ट्र राज्य, नााापूर यांचे पत्र . .ाा २०(५)/प्र. . ४८/०५-०६/
४०६/०८-०९, दिनां १०.६.२००८

प्रस्तावना -

जभारात आयुर्वेदिा पदार्थांचा प्रसार व माााी वाढत असुन त्याप्रमााे त्यांचे वने व वनेत्तराे त्रावर उत्पादन वाढविाे आवश्यक आहे. राज्यातील ३५ वनस्पती नामशेष हो याच्या माााावर असून दुर्मिळ वनस्पतींचे जााेवर संवर्धन र यावर भर देाे आवश्यक आहे. त्यासाठी राज्यातील औषधी वनस्पतीची लााावड, सं लन, प्रिाया, मूल्यवर्धन व विपान यावर आधारित उपााा राबविायासाठी एा स्वतंत्र यंत्राा निर्माा र याच्या दृष्टिने अभ्यास र यासाठी शासन निािा, महसूल व वन विभाा, दिनां १.७.२००७ अन्वये मुा य वनसंराा (प्रा.) नाशिा यांच्या अध्यक्षतेााली एा समिती स्थापन र यात आली होती. सदर समितीने शासनास सादर लेल्या अहवालामध्ये औषधी वनस्पतीच्या संवर्धनासाठी औषधी वनस्पती महामंडळ स्थापन र याची शिफारस लेली आहे.

सदर समितीचा अहवाल, प्रधान मुा य वनसंराा यांनी संदर्भाधीन दिनां १०.६.२००८ च्या पत्रान्वये सादर लेला अहवाल, यासंदर्भात नियोजन विभाा व वित्त विभाा यांचे अभिप्राय इत्यादी बाबी विचारात घेऊन शासनाने आलील प्रमााे निािा घेतला आहे.

शासन निािा :

स्वतंत्र औषधी वनस्पती महामंडळ स्थापन र याएवजी आलील उद्दिष्टे पूर्ा र यासाठीच्या जबाबदा-या ह्या वन विास महामंडळा डे सोपविायास व त्यासाठी वन विास महामंडळाच्या अधिनस्त एा स्वतंत्र शााा स्थापन र यास शासनाची मंजूरी दे यात येत आहे. सदर शााेची उद्दिष्टे, आर्ये व रचना आलील प्रमााे राहिल.

महाराष्ट्र वनविास महामंडळाच्या अधिनस्त स्वतंत्र औषधी वनस्पती संवर्धन व विास शााेची उद्दिष्टे :-

१. वनौषधी, सुांधी वनस्पती, नैसर्ाी रंा देाा-या आािा आद्य वनस्पतींचे सर्व्हेाा रून त्याची प्रामाािा माहिती (Authentic Database) तयार राे व या वनस्पतीचे वन त्रात जााेवर (in-situ) संवर्धन राे.
२. या वनस्पतीची त्रात पद्धतीने लाावड रून राज्यात वनेत्तराे त्रावर हरित पट्टा वाढविाे आािा पदार्था रीता बाजारपेठ उपलब्ध रून देाे.
३. राज्यातील जनते रीता नैसर्ाी आद्यपदार्थ आािा इतर उपयोगी आयुर्वेदिा औषधी आािा अािा वनोपज स्वस्त दरात उपलब्ध रून देाे.
४. महाराष्ट्र राज्यातील पडी जमिनीवर सेंद्रिय पद्धतीने पर्यायी पिांची लाावड र यासाठी विविध नमुने प्रस्थापित राे.
५. या वनस्पतींच्या प्रमााी र याच्या आािााुा नियंत्रााच्या सोई ठि ठिाी उपलब्ध राे व शुद्ध वनस्पतींचा पुरवठा राज्य, देश आािा देशाबाहेर रून भारतीय आयुर्वेदिा चिात्सा पद्धतीला प्रोत्साहन देाे.
६. वन त्राची उत्पाद ता वाढविाे.

औषधी वनस्पती संवर्धन व विास शााेची आर्ये / प्रस्तावित योजना

१. दुर्मिळ वनस्पतींचे जााेवर संवर्धन र यासाठी औषधी वनस्पती संवर्धन त्रा निवडून जााेवर या वनस्पतींचे संवर्धन राे.
२. जंालातून वनस्पती यो य पद्धतीने सं लित र या रीता विशेष प्रयत्न रून ज्या प्रजातीची मुळे आािा साल वापरली जाते त्यांच्या यो य निासन पद्धतीबाबत सं लन त्यांचे प्रशिाा आर्ये म आयोजित राे.
३. राज्यात वनस्पती उद्यान (बोटानि लार्डन) आािा औषधी वनस्पती उद्यान, दशमूळ लाावड आािा न त्रा वन स्थापित राे. तसेच शहरी भाात औषधी आािा सुांधी वनस्पती बाबत जनजाती आािा आवड निर्माा रून त्यांचे घर जाती वापरास प्रोत्साहन देायासाठी घोरोघरी औषधी वनस्पती बााीचे स्थापन राे.
४. औषधी वनस्पती, सुांधी वनस्पती, नैसर्ाी रंा देाा-या वनस्पती आािा आद्य वनस्पतींची शेती र यास चालना देाे.
५. जंालात मुबल प्रमााावर उपलब्ध वनस्पतींचे सं लन संयुक्त वनव्यवस्थापन समित्या मार्फत राे.
६. औषधी वनस्पती संवर्धन व विास शााेमार्फत शक्य तेवढ्या ठिाी आधुनिा रोपवाटीा स्थापित रून त्याद्वारेाे शपत्री, दशमूळ प्रजाती, न त्रा प्रजाती इत्यादी घरात प्रदुषााी र या-या प्रजातींचेाुान रून स्थानि जनतेस त्याची विाी राे.
७. वन त्रातून उत्पादित होाा-या पदार्थांचे सं लन रून त्यांची विाीािा निर्यात राे, त्याचप्रमााे औषधी मूल्य असलेल्या वनस्पतींचे यो य संसराा रून व मूल्यवर्धी राा रून त्याची विाी राे. औषधी वनस्पतींची निर्यात र याअाेदर National Biodiversity Authority डून आवश्यक परवानाी घे यात यावी.

८. औषधी वनस्पतीवर प्रिया र यासाठी प्रिया ंद्र आणि प्रयोशाळा उभारणे. प्रशिाा ंद्र स्थापित रून सर्व संबंधित घटना या विषयाशी निाडीत प्रशिाा देणे. सर्व उत्पादीत पदार्थांच्या विी आणि प्रदर्शना रिता ए स्टोअर, फॅक्टरी आणि अत्याधुनि State of Art Laboratory स्थापित रणे.

औषधी वनस्पती संवर्धन व विास शाेची रचना :

महाराष्ट्र वन विास महामंडळ अधिनस्त औषधी वनस्पती संवर्धन व विास ही ामे ए स्वतंत्र शाेमार्फत र यात येार असल्याने सदर शाे रिता महाराष्ट्र वन विास महामंडळाच्या संचाल ांच्या नियुक्तीमध्ये, सध्या अस्तित्वात असलेल्या पदसिद्ध संचाल ांमध्ये ालील अधिा-यांचा समावेश ेला जाईल. त्यासाठी आवश्यक ता असल्यास अस्तित्वात असलेल्या संचाल ांमंडळाचे पुन िठा र यात येईल.

संचाल ा :

१. प्रधान सचिव (वित्त) विभाा, महाराष्ट्र राज्य / यांचे प्रतिनिधी
२. प्रधान सचिव आदिवासी विास विभाा, महाराष्ट्र राज्य / यांचे प्रतिनिधी
३. प्रधान सचिव (ृषि) विभाा, महाराष्ट्र राज्य / यांचे प्रतिनिधी
४. संचाल आयुर्वेद
५. अशास िय सदस्य ६ (त्यापे ि आयुर्वेद ाेत्रातील तज्ञ एाा ३)

सदर शाा ा ाापूर येथील वन विास महामंडळाच्या मुायालयात राहिल. तसेच वन विास महामंडळातील अस्तित्वात असलेल्या पदांमधून पुर्ननियोजन रून त्यांच्या मार्फत व्यवस्थाप िय संचाल या शाेडे सोपवि यात आलेली ामे रून घेतील. महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व ावाने.

--सही--

(भूपति प्रसाद ाडेय)

प्रधान सचिव

महसूल व वन विभाा

प्रति,

१. प्रधान मुास वनसंर ा, महाराष्ट्र राज्य, ाापूर
२. प्रधान मुास वनसंर ा, (वन्यजीव) महाराष्ट्र राज्य, ाापूर
३. व्यवस्थाप िय संचाल ा, एफडीसीएम लि., महाराष्ट्र राज्य, ाापूर
४. सर्व अपर प्रधान मुास वनसंर ा /मुास वनसंर ा /वनसंर ा
५. संचाल ा, सामाजि वनी र ापुणे.
६. ःषी आयुक्त, पुणे.
७. महाले ापाल १ व २ (ले ाापरी ाा)/(ले ाा अनुज्ञेयता), महाराष्ट्र राज्य, मुंबई/नाापूर.
८. वित्त विभाा, मंत्रालय, मुंबई-३२
९. ःषी व पदुम विभाा, मंत्रालय, मुंबई-३२
१०. वैद्य िय शिाा व औषधी द्रव्ये विभाा, मुंबई-३२
११. नियोजन विभाा, मंत्रालय, मुंबई-३२
१२. वनविभााातील सर्व ार्यासने
१३. निवडनस्ती फ-२ ार्यासन महसूल व वन विभाा.

ANNEXURE-2

क्र. मां : प्रशा/आस्था/३४५३/८८५

नागपूर, दिनांक : ३१ मे २०१०

आदेश

विषय :- महाराष्ट्र वन विभागाने महामंडळाच्या अधिनस्त स्वतंत्र औषधी वनस्पती संवर्धन व विभाग शाखा स्थापना करणेबाबत.

संदर्भ :- महसूल व वन विभाग शासन नियमांक क्र. एफडीएम-२००५ प्र. -५५/फ-२, दिनांक २६.०२.२०१०.

संदर्भीय शासन नियमांक दिनांक २१.०५.२०१० रोजी झालेल्या संचालक मंडळाच्या सभेतील संमत ठरावाचे अनुषंगाने महाराष्ट्र वन विभागाने महामंडळाच्या अधिनस्त स्वतंत्र औषधी वनस्पती संवर्धन व विभाग शाखेची दिनांक ०१.०६.२०१० पासून स्थापना करण्यात येत आहे. शाखेची कार्ये व त्यासाठी पदे मालील प्रमाणे निश्चित करण्यात येत आहेत.

२. स्वतंत्र औषधी वनस्पती संवर्धन व विभाग शाखेची कार्ये :- (शासन नियम दि. २६.०२.२०१० प्रमाणे)

१. दुर्मिळ वनस्पतीचे जागेवर संवर्धन करण्यासाठी औषधी वनस्पती संवर्धन क्षेत्र निवडून जागेवर या वनस्पतीचे संवर्धन करणे.
२. जंगलातून वनस्पती योग्य पध्दतीने संकलित करायला विशेष प्रयत्न करून ज्या प्रजातींची मुळे आणि साल वापरली जाते त्यांच्या योग्य निष्पादन पध्दतीबाबत संकलन कार्ये प्रशिक्षण कार्यक्रम आयोजित करणे.
३. राज्यात वनस्पती उद्यान (बोटानिकल गार्डन) आणि औषधी वनस्पती उद्यान, दशमुल लावड आणि नंतर वन स्थापित करणे. तसेच शहरी भागात औषधी आणि सुगंधी वनस्पती बाबत जनजागृती आणि आवड निर्माण करून त्याचे घरगुती वापरास प्रोत्साहन देण्यासाठी घरघरी औषधी वनस्पती बागेचे स्थापन करणे.
४. औषधी वनस्पती, सुगंधी वनस्पती, नैसर्गिक रंगा देणारी वनस्पती आणि गद्य वनस्पतीची शेती करण्यास चालना देणे.
५. जंगलात मुबल प्रमाणावर उपलब्ध वनस्पतीचे संकलन संयुक्त वनव्यवस्थापन समित्या मार्फत करणे.
६. औषधी वनस्पती संवर्धन व विभाग शाखेमार्फत शक्य तेवढ्या ठिकाणी आधुनिक रोपवाटिका स्थापित करून त्याद्वारे शोषपत्री, दशमुल प्रजाती, नंतर प्रजाती इत्यादी घरात प्रदूषण मी रंगा देणारी वनस्पतीचे गुणवत्ता स्थाने जनतेस त्याची विक्री करणे.
७. वन क्षेत्रातून उत्पादित होणारी पदार्थांचे संकलन करून त्याची विक्री किंवा निर्यात करणे, त्याचप्रमाणे औषधी मुल्य असलेल्या वनस्पतींचे योग्य संस्कार करून व मुल्यवर्धी करणे करून त्याची विक्री करणे. औषधी वनस्पतींची निर्यात करायला गेलेल्या National Biodiversity Authority वरून आवश्यक परवानगी घेणे.

८. औषधी वनस्पतीवर प्रिया र यासाठी प्रिया ष्ट्र आणि प्रयोशाळा उभारणे, प्रशिक्षण स्थाने स्थापित करून सर्व संबंधित घटना या विषयाशी निवडित प्रशिक्षण देणे. सर्व उत्पादीत पदार्थांच्या विक्री आणि प्रदर्शना रिता ए स्टोअर, फॅक्टरी आणि अत्याधुनिक State of Art Laboratory स्थापित करणे.

३. औषधी वनस्पती संवर्धन व विकास शाखेची कामे पार पाड यासाठी एफडीसीएम लिमिटेडच्या मंजूर पदातून गालील पदे शाखेसाठी वर्ग कर यात येत आहेत. कामाच्या व्याप्ती प्रमाणे अतिरिक्त अधिकाऱ्यांच्या / मंचाऱ्यांच्या सेवा भविष्यात उपलब्ध करून दे यात येतील.

अ. क्र.	पदे	पदांची संख्या
१	महाव्यवस्थापक	१
२	सहाय्य व्यवस्थापक	२
३	वन परित्र अधिकाऱी	२
४	उच्चश्रेणी लघुलेखा	१
५	लेखापाल	१
६	लेखा सहाय्य	२
७	लिपी	१
८	शिपाई	२
९	वाहन चालक	१
	ए. आ. आ.	१३

महाव्यवस्थापकांनी त्यांचे अधिनिस्त अधिकाऱ्यांमध्ये कामाचे वाटप करून त्याची प्रत सादर करावी.

-- सही --
व्यवस्थापकीय संचालक

प्रतिलिपी : अपर मुख्य सचिव (वने) महसूल व वन विभागा, मंत्रालय, मुंबई-३२ यांना माहितीस्तव सादर.

प्रतिलिपी : प्रधान मुख्य वनसंरक्षक (हेड ऑफ फॉरेस्ट फोर्स) महाराष्ट्र राज्य, नागपूर यांना माहितीस्तव सादर.

प्रतिलिपी : प्रधान मुख्य वनसंरक्षक (वन्यजीव) महाराष्ट्र राज्य, नागपूर यांना माहितीस्तव सन्नेह अत्रेषित.

प्रतिलिपी : अपर प्रधान मुख्य वनसंरक्षक (सर्व) यांना माहितीस्तव अत्रेषित.

प्रतिलिपी : महाव्यवस्थापक, एफडीसीएम लिमिटेड, नागपूर यांना माहितीस्तव अत्रेषित.

प्रतिलिपी : प्रादेशी व्यवस्थापक (सर्व) एफडीसीएम लिमिटेड, नागपूर यांना माहितीस्तव अत्रेषित.

प्रतिलिपी : व्यवस्थापकीय संचालक कार्यालयातील विभागाप्रमुखा (सर्व) यांना माहितीस्तव अत्रेषित.

प्रतिलिपी : विभागीय व्यवस्थापक (सर्व) वन प्रत्यक्ष विभागा, एफडीसीएम लिमिटेड यांना माहितीस्तव अत्रेषित.

प्रतिलिपी : आदेश फाईल / बृहत नस्ती

CHAPTER: 24

ECO-TOURISM

1. Introduction

Eco-tourism is a form of tourism that involves visiting natural areas—in the remote wilderness or rural environments. According to the definition and principles of ecotourism established by the International Ecotourism Society (TIES), in 1990, ecotourism is "responsible travel to natural areas that conserves the environment and improves the well-being of local people." (TIES, 1990). The salient characteristics of ecotourism are given, as follows.

- Involves travel to natural destinations
- Minimizes impact
- Builds environmental awareness
- Provides direct financial benefits for conservation
- Provides financial benefits and empowerment for local people
- Respects local culture

Ecotourism is an instrument of conservation of biological diversity and cultural diversity through ecosystem protection and promote sustainable use of biodiversity, by providing jobs to local populations and sharing of socio-economic benefits with local communities and indigenous people by participation in the management of ecotourism enterprises. Tourism to unspoiled natural destinations with minimal impact on the environment is the primary concern.

2. Government Resolution To Promote And Regulate Ecotourism

Govt of Maharashtra issued following resolutions for purpose of promotion and regulation of ecotourism in the state and also to assign role and responsibilities to different stakeholder agencies, including the FDCM Ltd.

- (i) The Government of Maharashtra announced the Eco-Tourism Policy vide GR No. WLP-1002/PK53/F-1; dated 20.02.2008. The main focus of Eco-tourism Policy is the participation of local community and to internalize benefits of ecotourism to local communities and to provide them employment opportunity to support their livelihood.
- (ii) The Government of Maharashtra GR no. Meeting- 2011/P.K.174/F-5, dated 24.10.2011 provides for undertaking ecotourism activity in forest areas by the FDCM Ltd with the following instructions, to this effect.
 - a) Handing over rest houses of Forest Department to FDCM Ltd.
 - b) Expand and give publicity to eco-tourism by providing online reservation website / portal for boarding and lodging at Eco-tourism Complex.
 - c) Forest Department to give preference to the FDCM Ltd. for tourism in protected areas.
 - d) Maintenance of facilities created at eco-tourism complex would be carried out by FDCM Ltd for next 15 years.

3. Managing Directors Orders In Regard To Eco-Tourism Facilities

The Managing Director FDCM Ltd issued following orders for taking over facilities of ecotourism from the Forest Department.

(i) Managing Director, FDCM Ltd., vide letter no. DM/PIU/E.T./612, Nagpur dtd.05.05.2012 issued instructions to General Manager, Nagpur Region and North Chandrapur Region to undertake Eco-tourism facilities at the following sites.

- a) Nagzira Wildlife Sanctuary, at Nagzira and Umarzari
- b) Pench Tiger Reserve
- c) Bor Wildlife Sanctuary
- d) Tadoba-Andhari Tiger Reserve at Moharli and Kolara

ii) Managing Director, FDCM Ltd., vide letter no. DM/PIU/E.T./230-C/3757, Nagpur dt.30.11.2012 requested General Manager, Nagpur Region, Nagpur to take over the Eco-tourism facilities at Nagzira Wildlife Sanctuary, at Pitezari from Wildlife division.

iii) Managing Director, FDCM Ltd., vide letter no. DM/PIU/E.T./230-C/3792, Nagpur dtd.04.12.2012 requested General Manager, Nagpur Region, Nagpur to take over the Eco-tourism facilities at Melghat Tiger Project, at Kolkaz and Semadoh.

iv) Managing Director, FDCM Ltd., vide letter no. DM/PIU/E.T./230-D/515, Nagpur dtd.30.04.2013 requested General Manager, Nagpur Region, Nagpur to take over the Eco-tourism facilities at

- a) Navegaon National Park
- b) Tipeshwar Wildlife Sanctuary and Rest house at Ramtek

4. MoU Signed With MTDC Ltd And Mahaonline Ltd

(i) To promote attract and increase eco-tourism activity in the state of Maharashtra. MoU between FDCM. and MTDC was signed on dated 20th October, 2010. MoU was initially valid for 3 years and has further been renewed on 20th October, 2013 for a period of 3 years upto October, 2016.

(ii) For online reservation, MoU between FDCM & MTDC Ltd. was signed on 20th October, 2012 for the period from 1st January, 2013 to 31st December, 2013.

(iii) For online reservation another MoU between FDCM Ltd. & Mahaonline Ltd. was signed on 13th December, 2013 for the period from 1st January, 2014 to 31st December, 2014. It has been further renewed on 12th December, 2014 for the period from 1st January, 2015 to 31st December, 2015.

(iv) For online reservation www.mahaecotourism.gov.in portal/website is available.

CHAPTER: 25

MISCELLANEOUS

The subjects, which, do not fit in any of the foregoing Chapters have been clubbed together in this Chapter. It includes instructions regarding tours and submission of diaries, cases of wild animals attacks on human beings and cattle's, powers under Indian Forest Act, 1927 and Wildlife (Protection) Act, 1972 etc., Dress Code for the Staff etc.

1) TOURS AND DIARIES

Managing Director has issued a number of letters regarding tours and submissions of diaries by RMs & DMs. The important instructions in this respect which are in force are given as under. For further details the relevant letters may be referred.

Letter / Circular No.	Particulars
MD's Circular No. ADM/00/3515 DT. 12.1.1977	<ul style="list-style-type: none">• General Managers, Regional Managers & Divisional Managers should submit monthly diaries which should incorporate their movements and a brief mention of the work done. If necessary, they may also incorporate their observations in the diaries or they may do this in separate inspection notes at their discretion. The diaries of the General Managers and Regional Managers should be submitted to this office before the 10th of the month following. The diaries of the Divisional Managers should be submitted to the General Managers and Managing Director within the same period as above.• The Assistant Managers should submit fortnightly diaries of their movement and work to the Divisional Managers. If the General Managers so desire they may call for the diaries of the Assistant Managers through the Divisional Managers with the latters comments either in selected cases or as a general practice.• As regards Range Forest Officers and other field staff the Divisional Manager should prescribe the periodicity at which the diaries should be submitted by them. It is, however, necessary that the diaries be written and submitted by all the field officers up to the level of Foresters.
MD's Circular No. MD/PA/Diary/2072 DT. 5.8.1991	<ul style="list-style-type: none">• Running visits to the sites be avoided. It should be ensured that the compliance of instructions given in earlier visits has been made.• Night halts should be made, particularly for inspection of work sites that are far away from the headquarters so that detailed inspection of the works could be done.• Particulars mentioned in the diary should be able to give an idea of quantity of work executed as well as quality of work inspected. It would not be sketchy.• The objections raised by RMs on the diaries of DMs should be sent to MD's office so as to avoid repetition of it at that level.

MD's Letter No. MD/PA/Diary/2079 DT. 19.7.1993	<ul style="list-style-type: none"> • Only the work sites that are nearer to the headquarters are visited leaving the far away sites without being inspected. This should be avoided. The main reason for this appears to be the tendency to tour from the headquarters without making night halts. • DMs should visit all the ongoing work sites. The areas vulnerable for illicit felling and encroachment should be identified and visited regularly. • GM should visit at least 2 Project Division in a month and provide necessary guidance to the staff. He should ensure to visit every work center in his jurisdiction in a year.
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MD's Letter No. MD/PA/Diary/3460 DT. 10.11.2000	<ul style="list-style-type: none"> • Abstract of diaries should be submitted in a revised format.
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Abstract No.1

During last Month		During Current Month		Out of Jurisdiction	Progressive Total of Touring Days
From HQ.	Away from HQ	From HQ.	Away from HQ		
1	2	3	4	5	6

Abstract No.2

	PPO Works	FYO Works	Nursery	Thinning	Protection	Other Field Works
	1	2	3	4	5	6
Total Sites						
Sites Visited During the Month						
Progressive Total of Visited Sites						

MD's Letter No. MD/PA/Diary/5098 DT. 17.6.2004	<ul style="list-style-type: none"> • GM should ensure that the DM, AM & RFOs submit their monthly diaries within 15 days of the following month. If the delay in submission of diary is for more than 2 months, the payment of delinquent be stopped and the matter be reported to MD by DO letter.
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2) COMPENSATION TO BE GIVEN IN CASES OF WILDLIFE ATTACK

R&F Dept. GR No.
WLP 1002/CR 258/
F-1 dt. 17.1.2003

On the advice of the State Wildlife Advisory Committee, the Govt. have raised the amount of compensation to be paid in cases of attacks by wild animals (tiger, panther, bison, wild boar, wolf, jackal, wild dog) on human beings and the cattle. The details are as under –

A) Cases of Killing or Injuring a Human Being –

Sr.No.	Particulars	Amount Payable
1.	Adult 1. On death or totally handicapped.	Rs. 8 lakh to the legal heir to the deceased or totally handicapped person.
2.	Minor (Person less than 18 years old) On death or on being rendered handicapped totally.	Rs. 4 lakh to the legal heir to the deceased or totally handicapped person.
3.	On being wounded seriously.	Rs. 1 lakh to the wounded person.
4.	On sustaining minor injuries.	The expenses on medicine may be given. Medical treatment should be given at Govt. or ZP hospitals as far as possible. In case of treatment at private hospitals the ceiling on amount shall be Rs. 15000 per person.

GR.No.WLP-2012/
CR-337/F-1 date
16/1/2015

GR.No.WLP-2012/
CR-337/F-1 date
30/03/2013

GR.No.WLP-2012/
CR-337/F-1 date
16/1/2015

The above monetary benefit shall be subject to following terms and conditions.

1. At the time of attack of wild animal the person should not have been engaged in any activity which amounts to violation of Wildlife (Protection) Act, 1972. The nearest forest officer or staff members should be informed within 36 hours of the incident .
2. The nearest forest officer or staff members should be informed within 36 hours of the incident by the person attacked by wild animal himself or relatives / friends.
3. The local police officer (not below the rank of PSI) or Forest Officer (not below the rank of RFO) should visit the place where the attack took place and draw a panchanama within 3 days of the occurrence of incident.
4. The medical certificate regarding death or injury to a person because of attack of wild animal should be given by the competent gazetted medical officer who is head of the Govt. Hospital and is not

below the rank of Medical Officer.
 5. The monetary help to be given in case of death of a person due to wild animal attack should be given to the legal heir to the deceased person only.
 6. The monetary help to be given in case of injury due to the attack by wild animal should be given to the person sustaining the injuries only.
 7. The officer sanctioning the amount of monetary help to the wounded or dead person in case of wild animal attack should not be below the rank of Deputy Conservator of Forests / Divisional Forest Officer.

B) Cases of Cattle Killing

GR.No.WLP-10.08/ CR-270/F-1 date 02/07/2010	Sr.No.	Particulars	Amount Payable
	1	Cow, Bullock, Buffalo, Bullock	75% of the market value or Rs. 10,000/- whichever is less.
	2	Sheep, Goat or other cattle (As per Section 2(18-A) of Wildlife (Protection) Act 1972)	75% of the market value or Rs. 3000 whichever is less.

The above compensation shall be subject to following terms and conditions.

- 1) The owner of the cattle should inform the nearest forest officer or staff member within 48 hours of killing of the cattle.
- 2) The carcass of the cattle should not be displaced from the place where the killing occurred.
- 3) In the radius of 10 km around the cattle killing of wild animal, there should not be a case of poisoning of any wild animal for a period of 6 days from killing.
- 4) The concerned Forester should draw a panchnama immediately after receiving information of cattle being killed. However, the decision regarding which wild animal attacked and killed the cattle and the amount of compensation should be decided by an officer of the rank of RFO.
- 5) The compensation for killing of the cattle shall be sanctioned by an officer not below the rank of Dy. C. F. / D.F.O.
- 6) If the cattle's killing by the wild animal takes place at the time of unauthorized grazing, the owner of the cattle shall not be entitled to any compensation.

The compensation in case of cattle being killed by wild animal should be paid within 3 months of actual killing. The copies of the order sanctioning the compensation should be submitted to PCCF (WL),

M.S., Nagpur, concerned CF/CCF and Govt. in R&F Dept.

R&F Dept GR No.WLP-1002/CR 258/F-1 dt. 20.5.2003

The amount of compensation to be paid to the legal heir to the deceased person killed in the attack by wild animal shall be Rs. 2 lakh without discriminating between an adult and a minor.

R&F Dept GR No.WLP-1003/CR 150/F-1 dt. 7.7.2004

Elephants are included in the list of wild animals. Compensation should be given to persons being killed or wounded by elephants on the lines of provisions in R&F Dept GR No.WLP-1002/CR 258/F-1 dt. 17.1.2003

R&F Dept GR No.WLP-1001/CR 220/F-1 dt. 7.7.2004

a) The condition of non payment of compensation in cases where the cattle is killed when grazing unauthorisely is waived.

b) Crocodiles included in the list of wild animals. Compensation should be given to persons being killed or wounded by crocodiles on the lines of provisions in R&F Dept GR No.WLP-1002/CR 258/F-1 dt. 17.1.2003

R&F Dept GR No.WLP-1094/CR 115/F-1 dt. 23.8.2004

Compensation to be paid in cases of Depredation by Herbivores
In case of damage of agricultural crops by depredation of wild animals such as wild boars, deer (Sarang & Kurang) and Bison and elephants the farmer shall be paid compensation at the rate of Rs.2000 per ha.under the overall ceiling of Rs. 5000/- per family per year.

a) The procedure for payment of compensation shall be as under-

- 1) The complaint of crop damage should be lodged within 3 days of occurrence of incident to the concerned Forest Guard, Forester or RFO.
- 2) A Committee comprising the Forester, the Sarpanch and the Village Officer (Gram Sevak) or Talathi shall examine the veracity of the complaint within 10 days. It includes drawing panchnama, measurements of the affected area, examining the evidences and determining the value of damages.
- 3) In each case, the concerned Dy. C. F. shall issue orders of payment of compensation within 90 days of occurrence of the incident.
- 4) The affected person should be handed over the cheque for compensation within a month of passing of order by the Dy. C. F.

Cases NOT Fit for Compensation =

- 1) Where crops have been raised on encroached forest land.
- 2) The crops belonging to persons who have been indicted for an offence under Indian Forest Act or Wildlife (Protection) Act.
- 3) The families who send more than 4 heads of cattle to forest for free grazing.
- 4) The damage of crops belonging to persons having been issued the crop protection guns.
- 5) Villages where poaching of wildlife has occurred in last one month

Procedure for Payment of Compensation by FDCM Ltd. in Wildlife Cases-

(Refer to R&F Dept's letter to MD, FDCM Ltd., No. WLP 1001/CR 220/F-1dt. 11.3.2002 and MD's Circular to RMs & DMs No.RM/R&M/204, dt. 15.4.2002)

Govt. have made it clear vide its letter dt. 11.3.2002 that as the FDCM Ltd. has received the forest land on lease from the Govt, it should shoulder the responsibility of payment of compensations when such cases arise. Further, the amount of compensation shall be sanctioned by the officer of the rank of Dy. C. F. and FDCM Ltd. shall make the payment to the concerned persons.

The enquiry in cases of attack by wild animals on human beings and cattles should be made by the staff of the FDCM in accordance with instructions issued under various Govt. Resolutions in this regard. DM shall then send the proposal to the concerned Dy. C. F. for obtaining sanction to the compensation amount. The actual payment of compensation shall be made by FDCM Ltd.

RM should submit QPR in prescribed format to Head Office pertaining to compensations being paid in cases of attack by wild animals on human beings as well as cattle.

Powers Conferred under Wildlife (Protection) Act, 1972- Govt. of Maharashtra Gazette dt. 26.6.1977 and R&F Dept's order dt. 5.5.1977.

Govt. of Maharashtra have conferred powers under Wildlife (Protection) Act, 1972 on officers of FDCM Ltd. vide the Govt. Gazette dt. 26.6.1977. The officers of FDCM Ltd. have been appointed for the purpose of the said Act as Addl. Chief Wildlife Warden, Dy. Chief Wildlife Warden, Wildlife Warden or Asstt. Wildlife Warden -

General Manager	as Additional Chief Wildlife Warden
Divisional Manager	as Deputy Chief Wildlife Warden
Asstt. Manager	as Wildlife Warden
R.F.O.	as Asstt. Wildlife Warden

3) DELEGATION OF POWERS TO OFFICERS OF FDCM LTD UNDER INDIAN FOREST ACT, 1927

(Refer Revenue and Forests Department No.FDC-1174/50368-II/DeskV,C-5 dated Aug. 1975)

In exercise of the powers conferred by clause (2) of Section 2 of the Indian Forest Act, 1927 (XVI of 1927), in its application to the /State of Maharashtra, the Govt. of Maharashtra hereby appoints the officers of the FDCM Ltd. specified in col. 1 of the schedule hereto to exercise the powers, respectively specified against them in col. 2 of that schedule which are required to be exercised by a Forest Officer by the said Act.

SCHEDULE

Officers	Powers
1. Managing Director	Power under sub-section (2) of section 85 to decide question referred to in that sub-section.
2. General Manager & Divisional Manager	<ul style="list-style-type: none"> i) Power under section 25 to stop ways and water course in reserved forests. ii) Power under clause (c) of sub-section (1) of section 26 to notify seasons in which fire may be kindled, kept or carried in reserved forests. iii) Power under clause (a) of sub-section (2) of section 26 to give permission for doing any act. iv) Power under section 44 to demand aid from any person employed at any depot of forests produce in averting any danger to any property in such depot in case of any accident or emergency or in securing such property from damage or loss. v) Power under sub-section (2) of section 45 to collect drift and stranded timber and to notify a depot for the reception of such drift timber. vi) Power to receive written statements of claims presented under section 46. vii) Power to make inquiry under sub-section (1) of section 47. viii) Power under section 50 to receive sums due under any rule made under section 51. ix) Power under sub-section (1) of section 52 to seize property in respect of which the commission of a forest offence is suspected. x) Power under section 53 to release property seized under section 52. xi) Power under section 56 to take charge of property after the conclusion of a trial of a forest offence and to dispose it off in the manner directed by the Court. xii) Power under section 57 to take charge of property ordered to be confiscated by the Magistrate under that section. xiii) Power under section 61 to direct the immediate release of any property seized under section 52. xiv) Power under section 64 to arrest without a warrant. xv) Power under section 65 to release a person arrested under section

	<p>64.</p> <p>xvi) Power under section 66 to prevent the commission of any forest offence.</p> <p>xvii) Power under section 68 to accept payment of a sum of money, or at his discretion, an undertaking in writing to pay a sum of money, by way of compensation for the forest offence which any person is suspected to have committed.</p> <p>xviii) Power under section 70 to seize and impound cattle trespassing in a reserved forest or in any portion of a protected forest which has been lawfully closed to grazing.</p> <p>xix) Powers under clauses (a), (b), (c) and (d) of sub-section (1) of section 72 that is to say the following powers:-</p> <p>a) Power to enter upon any land and to survey, demarcate and make a map of the same.</p> <p>b) The powers of Civil Court to compel the attendance of witnesses and the production of documents and material objects.</p> <p>c) Power to issue a search warrant under the Code of Criminal Procedure, 1973.</p> <p>d) Power to hold an inquiry in forest offences and in the course of such inquiry, to receive and record evidence.</p> <p>xx) Power under section 79 to demand aid from persons referred to in that section in preventing the commission of forest offences or in discovering and arresting any person believed to have committed any such offence.</p> <p>xxi) Power under section 83 to take possession of forest produce and to sell it by public auction in the circumstances specified in that section.</p> <p>xxii) Power under sub-section (2) of section 85 to decide questions referred to in that sub-section.</p>
<p>3. Assistant Manager</p>	<p>i) Power under clause (a) of sub-section (2) of section 26 to give permission for doing any act.</p> <p>ii) Power under section 44 to demand aid from any person employed at any depot of forest produce in averting any danger to any property in such depot in case of any accident or emergency or in securing such property from damage or loss.</p> <p>iii) Power under sub-section (2) of section 45 to collect drift and stranded timber and to notify a depot for the reception of such drift timber.</p> <p>iv) Power under section 68 to accept payment of a sum of money, or at his discretion, an undertaking in writing to pay a sum of money, by way of compensation for the forest offence which any person is suspected to have committed.</p> <p>v) Power under section 70 to seize and impound cattle trespassing in a reserved forest or in any portion of a protected forest which has been lawfully closed to grazing.</p> <p>vi) Power under clauses (a), (b), (c) & (d) of sub-section (1) of section 72, that is to say the following powers-</p> <p>a) Power to enter upon any land and to survey, demarcate and make</p>

	<p>a map of the same.</p> <p>b) The powers of a Civil Court to compel the attendance of witnesses and the production of documents and material objects.</p> <p>c) Power to issue a search warrant under the Code of Criminal Procedure, 1973.</p> <p>d) Power to hold an inquiry in forest offences and in the course of such inquiry, to receive and record evidence.</p> <p>vii) Power under section 79 to demand aid from persons referred to in that section in preventing the commission of forest offences or in discovering and arresting any person believed to have committed any such offence.</p> <p>viii) Power to receive written statements of claims presented under section 46.</p> <p>ix) Power to make inquiry under sub-section (1) of section 47.</p> <p>x) Power under section 50 to receive sums due under any rule made under section 51.</p> <p>xi) Power under sub-section (1) of section 52 to seize property in respect of which the commission of a forest offence is suspected.</p> <p>xii) Power under section 53 to release property seized under section 52.</p> <p>xiii) Power under section 56 to take charge of property after the conclusion of a trial of a forest offence and to dispose it off in the manner directed by the Court.</p> <p>xiv) Power under section 57 to take charge of property ordered to be confiscated by the Magistrate under that section.</p> <p>xv) Power under section 61 to direct the immediate release of any property seized under section 52.</p> <p>xvi) Power under section 64 to arrest without a warrant.</p> <p>xvii) Power under section 65 to release a person arrested under section 64.</p> <p>xviii) Power under section 66 to prevent the commission of any forest offence.</p> <p>xix) Power under section 83 to take possession of forest produce and to sell it by public auction in the circumstances specified in that section.</p>
<p>4. Ranger</p>	<p>i) Power under clause (a) of sub-section (2) of section 26 to give permission for doing any act.</p> <p>ii) Power under section 44 to demand aid from any person employed at any depot of forest produce in averting any danger to any property in such depot in case of any accident or emergency or in securing such property from damage or loss.</p> <p>iii) Power under sub-section (2) of section 45 to collect drift and stranded timber and to notify a depot for the reception of such drift timber.</p> <p>iv) Power under sub-section (1) of section 52 to seize property in respect of which the commission of a forest offence is suspected.</p> <p>v) Power under section 53 to release property seized under section 52.</p>

		<p>vi) Power under section 66 to prevent the commission of any forest offence.</p> <p>vii) Power under section 70 to seize and impound cattle trespassing in a reserved forest or in any portion of a protected forest which has been lawfully closed to grazing.</p>
5. Range Officer	Forest	<p>i) Power under section 56 to take charge of property after the conclusion of a trial of a forest offence and to dispose of it in the manner directed by the Court.</p> <p>ii) Power under section 57 to take charge of property ordered to be confiscated by the Magistrate under that section.</p> <p>iii) Power under section 64 to arrest without a warrant.</p> <p>iv) Power under section 65 to release a person arrested under section 64.</p> <p>v) Power under section 79 to demand aid from person referred to in that section in preventing the commission of forest offences or in discovering and arresting any person believed to have committed any such offence.</p>
6. Forester		<p>i) Power under clause (a) of sub-section (2) of section 26 to give permission for doing any act.</p> <p>ii) Power under section 44 to demand aid from any person employed at any depot of forest produce in averting any danger to any property in such depot in case of any accident or emergency or in securing such property from damage or loss.</p> <p>iii) Power under sub-section (2) of section 45 to collect drift and stranded timber and to notify a depot for the reception of such drift timber.</p> <p>iv) Power under sub-section (1) of section 52 to seize property in respect of which the commission of a forest offence is suspected.</p> <p>v) Power under section 64 to arrest without a warrant.</p> <p>vi) Power under section 66 to prevent the commission of any forest offence.</p> <p>vii) Power under section 70 to seize and impound cattle trespassing in a reserved forest or in any portion of protected forest which has been lawfully closed to grazing.</p> <p>viii) Power under section 79 to demand aid from persons referred to in that section in preventing the commission of forest offences or in discovering and arresting any person believed to have committed any such offence.</p>
7. Forest Guard		<p>i) Power under section 44, to demand aid from any person employed at any depot of forest produce in averting any danger to any property in such depot in case of any accident or emergency or in securing such property from damage or loss.</p> <p>ii) Power under sub-section (2) of section 45 to collect drift and stranded timber and to notify a depot for the reception of such drift timber.</p> <p>iii) Power under sub-section (1) of section 52 to seize property in respect of which the commission of a forest offence is suspected.</p>

	<p>iv) Power under section 66 to prevent the commission of any forest offence.</p> <p>v) Power under section 70 to seize and impound cattle trespassing in a reserved forest or in any portion of protected forest which has been lawfully closed to grazing.</p>
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4) DRESS CODE FOR THE STAFF

Some categories of staff of FDCM Ltd. are eligible for supply of uniform articles. Wearing of the uniforms while on the duty shall be obligatory for these categories. FDCM Employees (Supply of Uniform) Rules were approved in the 13th meeting of the Board of Directors held on 25.2.1977. Since then some changes have taken place in the articles to be supplied to the various cadres.

The following table gives the details of dress articles prescribed for various cadres as amended from time to time.

Designation	Articles of Uniforms	Scale of Supply
R.F.O. Nursery Foreman	<p>i) Trousers of uniform pattern</p> <p>ii) Bush shirts full sleeved with two patch to be tucked inside trousers, breast pockets with flaps of Uniform pattern and shoulder straps with FDCM badge.</p> <p>Note: a) RFOs with less than 5 years of service will wear Two Stars on each shoulder.</p> <p>b) RFOs with more than 5 years of service will wear three Stars on each shoulder.</p> <p>Stars will be of white metal five pointed star of India pattern – 2.5 cm. Broad plain without any design in the center.</p> <p>Cloth Khaki terrycot.</p> <p>iii) Name plate – Plastic on the right side breast pocket.</p> <p>iv) Belt- brown leather with white metal buckles with FDCM monogram</p> <p>v) Whistle - Thunder whistle attached to Khaki lanyard and carried in the left breast pocket.</p> <p>vi) Jersey- Khaki Woollen</p> <p>vii) Raincoat- Duck back</p> <p>viii) Beret cap -Black woollen single piece with white metal FDCM cap badge.</p> <p>ix) Full boots One pair of ankle full boots in brown leather.</p> <p>x) Hunter boots one pair</p> <p>xi) Socks Three pairs of thick cotton Khaki</p>	<p>Three sets – once in 2 years.</p> <p>Once in 2 years</p> <p>Once in 4 years</p> <p>Once in 2 years</p> <p>Once in 2 years Once in 5 years Once in 2 years</p> <p>Once every 2 years</p> <p>Once every 2 years Once every years Once every years</p>

	socks. xii) Anklet A pair of Khaki web anklet xiii) Water bottle xiv) Haver sack	Once every 5 years Once every 5 years Once every 5 years
Foreman a. Civil b. Mechanical c. Automobile d. Electrical	i) Trousers of uniform pattern ii) Bush shirts full sleeved with two patch breast pockets and shoulder straps with FDCM shoulder patch. To be tucked inside trousers. Cloth Olive green iii) Name plate – Plastic on the right side breast pocket. iv) Belt brown leather belt with white metal buckle with FDCM monogram v) Whistle - Thunder whistle attached to Khaki lanyard and carried in the left breast pocket. vi) Jersey - Khaki woollen vii) Raincoat - Duck back viii) Overall -Deep blue colour ix) Beret cap Blue- woollen single piece with white metal FDCM cap badge. x) Hunter boots - one pair xi) Socks - Three pairs of thick cotton xii) Anklet - A pair of web anklet xiii) Water bottle xiv) Haver sack	Three sets – once in 2 years. Once in 2 years. Once in 4 years. Once in 2 years. Once in 5 years. Once in 5 years. Once every year. Once every 2 years. Once every 3 years. Once every years. Once every 5 years. Once every 5 years. Once every 5 years.
Forester	i) Trousers of Uniform pattern ii) Bush shirts Full sleeved with two patch breast pockets with flaps of uniform pattern and shoulder strips with one metal star and FDCM nickel badge. To be tucked inside trousers Cloth – Khaki cotton iii) Name plate – Plastic on the right side breast pocket. iv) Belt -Brown leather belt with white metal buckle with FDCM Monogram. v) Whistle - Thunder whistle attached to Khaki lanyard and carried in the left breast pocket. vi) Jersey - Khaki woollen vii) Raincoat Duck back viii) Beret cap - Khaki woollen single piece with white metal FDCM cap badge. ix) Hunter boots - one pair	Two pairs every year* Two pairs every year* Once in 2 years . Once in 4 years. Once in 2 years. Once in 5 years. Once in 5 years. Once in 2 years. Once in 2 years.

	<p>x) Socks - Three pairs of thick cotton Khaki socks.</p> <p>xi) Anklet - A pair of Khaki web anklet</p> <p>xii) Water bottle</p> <p>xiii) Haver sack</p> <p>xv) Mosquito net</p> <p>(*Amended vide Order no.ADM/EST/STORE/5090, Dt. 2.3.1991)</p>	<p>Once every year.</p> <p>Once every 5 years.</p> <p>Once in 5 years.</p> <p>Once in 5 years.</p>
Forest Guard	<p>i) Trousers of uniform pattern</p> <p>ii) Shirts half sleeved with two patch breast pockets with flaps of uniform pattern and shoulder strips with FDCM badge. To be tucked inside trouser. Cloth- Khaki cotton</p> <p>iii) Name plate – Plastic on the right side breast pocket.</p> <p>iv) Belt- Brown leather belt with white metal buckle with FDCM Monogram.</p> <p>v) Whistle - Thunder whistle attached to Khaki lanyard and carried in the left breast pocket.</p> <p>vi) Jersey - Khaki woollen</p> <p>vii) Raincoat- Duck back</p> <p>viii) Cap: Folding cap fatgue Khaki woollen with green flash, 2 brass buttons.</p> <p>ix) Hunter boots - One pair</p> <p>x) Putties- Khaki woollen</p> <p>xi) Socks- Three pairs of thick cotton Khaki socks.</p> <p>xii) Water bottle</p> <p>xiii) Haver sack</p> <p>xiv) Mosquito net</p> <p>(@Amended vide order no.ADM// STORE / 3463, Dt. 18.9.1989)</p>	<p>3 pairs every year@</p> <p>3 pairs every year@</p> <p>Once in 2 years.</p> <p>Once in 4 years.</p> <p>Once in 2 year.</p> <p>Once in 5 years.</p> <p>Once in 5 years.</p> <p>Once in 3 years.</p> <p>Once in 2 years.</p> <p>Once in 3 years.</p> <p>Once every year.</p> <p>Once every 5 years.</p> <p>Once very 5 years.</p> <p>Once every 5 years.</p>
Driver	<p style="text-align: center;">For Jeep Drivers</p> <p>i) Trousers of uniform pattern</p> <p>ii) Bush shirt Full sleeved with four pockets with cloth belt and brass buckle, shoulder straps with FDCM shoulder badge in white metal Cloth – Khaki terrycot</p> <p>iii) One Duck back Raincoat</p> <p style="text-align: center;">For Car Drivers</p> <p>i) Trousers of uniform pattern</p> <p>ii) Bush shirt Full sleeved with four pockets with cloth belt and brass buckle, shoulder straps with FDCM shoulder badge</p>	<p>Three pairs of uniform - once in two years</p> <p>Once in 5 years.</p> <p>Three pairs of uniform - once in two years (2 khaki and 1</p>

	<p>in white metal Cloth – Khaki and white terrycot iii) One Duck back Raincoat</p> <p style="text-align: center;">For Truck & Tractor Drivers</p> <p>Two sets of Khaki cotton i) Woolen suit- One pair of trousers and buttoned up coats in woollen. Cloth gray in colour ii) Name plate- Plastic on the right side breast pocket. iii) Jersey- Khaki woollen iv) Umbrella- One v) Beret cap- Khaki woollen single piece with white metal FDCM cap badge. vi) Shoes- One pair of brown leather shoes. vii) Socks -Three pairs of cotton socks. ix) Water bottle</p>	<p>white) Once in 5 years.</p> <p>every year Two pairs every year</p> <p>Once in 5 years Once in 2 years</p> <p>Once in 2 years Once in 5 years Once in 3 years</p> <p>Once in 2 years Once every year Once in 5 years</p>
Peons	<p>i) Trousers white ii) Bush shirt Full sleeved with two patch breast pockets shoulder straps with FDCM shoulder badge. Cloth : White terrycot iii) Name plate- Plastic on the right side breast pocket. iv) Jersey- Blue woollen iv) Umbrella v) Cap- Three white caps. vi) Chappals- One pair (# Amended vide Order No.ADM// STR / /42/3478, dt. 19.8.1989)</p>	<p>Three sets every year</p> <p>Once in 2 years</p> <p>Once in 5 years Once in 5 years Once every year Once every year</p>
Watchman	<p>i) Trousers of uniform pattern ii) Bush shirt Full sleeved with two breast pockets with flaps and shoulder straps with FDCM shoulder badge. Cloth -Terrycot cloth, Khaki iii) Name plate- Plastic on the right side breast pocket. iv) Belt- Brown leather belt with white metal buckle with FDCM monogram v) Whistle- Thunder whistle attached to Khaki lanyard and carried in the left breast pocket. vi) Jercey- Blue woolen vii) Raincoat- Duck back viii) Beret cap- Khaki woollen single piece</p>	<p>Two dresses every year Two dresses every year</p> <p>Once in 2years</p> <p>Once in 5 years</p> <p>Once in 2 years</p> <p>Once in 5 years Once in 5 years Once every years</p>

	with white metal FDCM cap badge. ix) Shoes- One pair of brown leather shoes x) Socks- Three pairs of thick cotton socks.	Once in 2 year Once every years
Cleaners	i) Trousers of uniform pattern ii) Bush shirt Half sleeved with two breast pockets with flaps shoulder straps with FDCM shoulder badge. Cloth : Blue cotton cotton iii) Name plate- Plastic on the right side breast pocket. iv) Whistle- Thunder whistle attached to Khaki lanyard and carried in the left breast pocket. v) Jersey- Blue woollen vi) Beret cap : Blue woollen single piece with white metal FDCM cap badge Raincoat Duck back vii) Shoes- One pair of brown leather shoes viii) Socks- Three pairs of thick cotton socks. ix) Water bottle	3 sets every year 3 sets every year Once in 2 years Once in 2 years Once in 5 years Once in 2 years Once in 2 years Once every year Once in 5 years
Mechanics	i) Overall – Blue- cotton ii) Name plate: Plastic on the right side breast pocket.	Three sets every year Once in 2 years

5) INSTRUCTIONS FOR THE PROPER MAINTENANCE OF VEHICLES

Vehicles like jeep and car have been provided to officers of the Corporations (Asstt. Managers and officers above in the rank) for the touring purpose. Besides this, there are trucks and tractors in some of the Project Divisions of FDCM Ltd. being mainly used for haulage of timber and other forest produce after harvesting.

Log Books & History Sheets :

A Log Book shall be maintained in the Form as prescribed in Rule 69 of the M.C. Expenditure Rules, 1965 for all kinds of vehicles to enable the Controlling Officers to scrutinize the expenditure on fuel consumption.

A History Sheet of each vehicle shall also be maintained in the prescribed form.

(* Based on instructions for vehicle maintenance being followed in Zillha Parishad)

(A) Daily checks should be carried out by the driver before taking the vehicle on duty:-

- a) Ensure that sufficient fuel is in the tank,
- b) Clean the wind screen glass and window glasses,

- c) Clean inside and outside of the vehicle,
- d) Check and fill water in the radiator,
- e) Check level of engine oil and replenish, if necessary,
- f) Check air pressure in the tyres and fill prescribed pressure.

(B) Once in a month the following items should be carried out:-

- (i) Check all items of daily Schedule mentioned above,
- (ii) Wash and clean the vehicle thoroughly inside, outside and under the chasis,
- (iii) Check operation of door locks, hinges, glass, regulators, seat-cushions and repair wherever necessary,

Engine:

- (iv) Clean the air filter and replenish oil,
- (v) Change engine oil, if necessary,
- (vi) Clean fuel pre filter,
- (vii) Check fuel pipe lines and rectify, if necessary,
- (viii) Check radiator foundation, radiator hose and tighten whenever necessary,

Electrical :

- (ix) Clean spark plugs, adjust the clearance between the points, if necessary,
- (x) Clean and adjust distributor points, if necessary,
- (xi) Check ignition coil primary terminals,
- (xii) Check ignition switch,
- (xiii) Check electrolyte level in battery, check condition of battery,
- (xiv) Check all lights and focus head lights,
- (xv) Start engine and check:-
 - a) Ammeter battery charging indicating light,
 - b) Engine oil pressure gauge / indicating light

- (xvi) Check idling speed adjustment

Chasis:

- (xvii) Lubricate clutch and steering linkages,
- (xviii) Lubricate all lubricating points,
- (xix) Check oil bonnet, hinges brake rods,
- (xx) Check master cylinder oil level and break / pipe connections,
- (xxi) Check clutch and brake pedals free play and adjust, where necessary Check hand brake,
- (xxii) Check oil levels in gear box and differentials; Replenish or change oil, if necessary,
- (xxiii) Check springs and rectify, wherever necessary,
- (xxiv) Remove flints and sharp stones from the tyres and fill the damage which cushions gum wherever necessary.

6) SAFETY OF CORPORATION MONEY

NO. PA/CNF/33/2085

Nagpur, 16 November 1979

CIRCULAR

In a dacoity case of shioni in kinwat project Division and in a number of theft cases, that occurred in the subordinate offices, it has been observed that the cash with disbursers, either in transit or in their custody was stolen and the Corporation had to write off the amount of loss since the culprits could not be finally traced by the police Department. In order to avoid recurrence of such incidents, it is necessary to take adequate measures for safe custody of cash balance with the disbursers.

Following measures for safe custody of cash should be adopted for strict compliance:-

- 1) Each disburser should be submitted with a steel cash chest with double lock Arrangement, one key being maintained by the disburser and the other key with responsible subordinate working under him. The cash chest may be embedded in the wall firmly at sequestered spot.
- 2) In order to ensure safety of cash in transit, the services of police Guards may be requisitioned, especially when the cash is heavy, otherwise the messenger may be given suitable escort of atleast two strong and sturdy employees of good reputation and long service.
- 3) The disburser may wherever possible, avail the facility of depositing the cash box duly sealed with any the following authorities:-
 - a) Police station
 - b) Bank
 - c) Treasury or sub-Treasury.
- 4) Wherever possible the cash may be deposited with any Bank by opening an account and such of the amount which is required for immediate disbursement may only be withdrawn on any day. Disbursers should strictly be prohibited from retaining huge cash balance with them.

7) Forest (Plantation) Inventory

(i) Sampling Technique For Forest (Plantation) Inventory

(Managing Director, letter No. DM/PIU/541/94-95, Dated 3rd January 1995)

Managing Director, FDCM Ltd. vide letter No. DM/PIU/541/94-95, Nagpur, Dated 3rd January 1995, has issued detailed guidelines for establishing permanent sample plots in the existing plantations of FDCM Ltd. The guidelines are given below.

Introduction

Plantation Inventory is an attempt to describe quantity, quality, diameter distribution of Forest trees and many of the characteristics of land upon which the trees are growing. The object of plantation inventory is to yield prediction and stand modelling for efficient plantation management and planning and for reinvestment decision on forest industry establishment or expansion.

Methodology

For the sampling purpose whole Maharashtra State is divided into nine parts based on the agroclimatic zone. Second level of stratification is based on project division within each agroclimatic zone. As plantation activity started by Forest Development Board in 1970 and subsequently continued by FDCM Ltd. till date. Over 3 lac ha. of teak and non teak plantation were carried out under various schemes. Hence third level of stratification relates to the year of plantation. In each year there may be many sites, hence each plantation site needs to be surveyed separately for better and accurate inventory. However it is decided to lay out random samples only in sites having more than 20 ha. area.

Sample plot

Sample plot is a plot chosen as a representative of a larger area.

Sampling intensity

Keeping in view magnitude and spread of plantation activity of FDCM Ltd. It is decided to carry out 1% sampling (i.e. 1 ha. of sample plot for every 100 ha. of plantation)

Size of the sample plot

It is decided to have the sample plot of 0.25 ha. size. Shape of the plot may preferably be square shaped i.e. 50 m x 50 m (0.25ha.)

Selection of plot

Areas on the boundary of a plantation, on the nala bed, on rocky outcrop should be avoided. As far as possible sample plot should represent the plantation as a whole.

Layout of plots

The layout of plot includes laying out a surround, demarcation of plot boundary, marking cross marks and numbering of trees in the plot and preparing a plot chart showing layout of plot and trees in it.

Demarcation & numbering

The whole area including the surround is first demarcated roughly by painting white rings at breast-height on a few outer-most trees.

Then the boundary lines of the plot are selected so that as far as possible projections of the crowns of the border line trees fall within the plot. When the plot boundaries are finally decided, they are demarcated on ground by (i) fixing durable wooden posts or stone cairns serially numbered at the corners and (ii) by digging trenches 30 cm wide and 30 cm deep either all round the plot or on both sides of the corners 1 m long, 30 cm wide and 45 cm deep. Where erosion is feared, wooden posts are fixed along the boundary at every 5 or 6m. The demarcation of the surround is completed by painting white rings at breast height on as many trees as necessary to show what trees are included.

The number of the plot with year of formation is indicated on a board or enamel plate fixed at any convenient and conspicuous position near or in the plot. The permanent sample plots bear a serial number in each division and this number is never changed or allotted to some new plot even after the abandonment of the old plot.

Field records

The following records are maintained.

- 1) Situation map – A map on 1:25000 is prepared showing the situation of the plot with reference to the nearest road, path or any other prominent place. The main topographical features and compartment boundaries are also indicated. The diagram recording the dimensions of the plot is inset on this map or on the plot chart. A photograph of a typical portion of the plot is also taken, the camera position and direction of view being permanently marked on ground.
- 2) Plot chart- A detailed map showing the position of trees is prepared on 1: 250 scale.
- 3) Description of the plot- The sample plot is described in such a way as to give full information about area, situation, climate, type of forest, age, condition of overwood, weed growth, incidence of grazing and fire, etc.

Method of random selection of plot.

Random sampling is that method of sampling in which sampling units comprising a sample are selected in such manner that all possible units of the same size have equal chance of being chosen. In this method, sampling units are selected by using a table of random numbers, by unbiased drawing of cards from well shuffled pack or drawing lots.

For example, a plantation of 100 ha. may be divided into 100 equal part and this either by random number table or by drawing of lots, four plot are selected. And then in each plot by similar method a plot of 0.25 ha. is selected for further record of data.

Random number table is given in ANNEXURE –I

Data collection

Data should be collected in prescribed forms.

Report format

Data collected should be reported in prescribed proforma & field data should be kept in division office.

Bamboo data

Data related to bamboo enumeration should be recorded in separate form and reported from the same sample plot.

Soil data

Soil data from preliminary visual observation should be recorded as per the guidelines given in field form no.2 from each site 30 cm. top layer of soil should be mixed thoroughly and dispatched at nearest soil testing laboratory for detail soil analysis and reports should be communicated to Divisional Manager (PIU).

Report and maintenance of record

1. All data from sample plot should be recorded in hard bound register and maintained permanently at range level.

2. At division level separate register for each year of plantation should be maintained. All the plantation sites and sample plots record should be incorporated after subdividing the pages of registers suitably.
3. Report of sample plot in suitable report form should be send to Divisional Manager (Plantation Inventory Unit) after preliminary computation from field form.

ANNEXURE –I

Random Number Table

Use random tables or calculator for selecting random number. A set of 50 random numbers is given below. Select the required number of plots and locate them in the field.

21 ,41, 84, 90, 194, 312, 313, 709, 715, 729, 1102, 1214, 1312, 1343, 1458, 1542, 1666, 1738, 1929, 1934, 2073, 2162, 2249, 2327, 2417, 2487, 2507, 2580, 2720, 2854, 2940, 3047, 3103, 3106, 3139, 3350, 3427, 3795, 3821, 3883, 3885, 4157, 4194, 4431, 4516, 4592,4595, 4742, 4786, 4819, 4857, 4870, 5030, 5324, 5442, 5561, 5603, 5675, 5678, 5796.

(For the plantation inventory forms 1 to 6 please refer letter no. DM/PIU/541/94-95, Nagpur dated 3/1/1995.)

(ii) ADDITIONAL GUIDELINES FOR SAMPLE PLOT TECHNIQUE

Additional guidelines for Sample Plot Technique were issued by MD Letter No. DM/Survey/39/5232, Nagpur dtd. 08/02/2002 in regard to filling up of various Forms (Form1 to Form 6) to collect requisite details about the plantations for purpose of building up Plantation Inventory. (Please refer the above MD's letter for detailed information and execution of works, in this regard)

----X----X---X-----

8) AMENDEMENT CHART

SR. NO.	CHAPTER NO. / SUBJECT	BRIEF PARTICULARS	AUTHORITY
1.	1. Delegation of powers to M.D.	<u>Foe example</u> In M.D.'s Delegation of power no. 34 on page no.6, substitute the figure Rs. 5,000/- by Rs.5,000,00/-	Vide order no. CSL/BM-169/2005 Dt.22.07.2014
2.	11.Medical Reimbursement	On page no. 124 para no.5 substitute the figure Rs.500/- by Rs.900/-	Vide order no. ADM/Estt-3/684, Dt.22.05.2013

AMENDMENT CHART

SR. NO.	CHAPTER NO. / SUBJECT	BRIEF PARTICULARS	AUTHORITY

AMENDEMENT CHART

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