



The Mizoram Gazette

EXTRA ORDINARY

Published by Authority

RNI No. 27009/1973

Postal Regn. No. NE-313(MZ) 2006-2008

VOL - LI Aizawl, Friday 3.6.2022 Jyaistha 13, S.E. 1944, Issue No. 323

NOTIFICATION

No. E-152/MSSC/2020/126, the 2nd June, 2022. In exercise of the powers conferred by sub-section (h) of section 31 of the Mizoram State Sports Council Act, 2002, (No. 12 of 2002), and in supersession of the Regulations for the Procedure for Management of Assets under the Mizoram State Sports Council 2020 notified in the Mizoram Gazette Extra Ordinary issue number 178 dated 31.3.2021, except as respect things done or omitted to be done before such supersession, the Mizoram State Sports Council, in consultation with the Government of Mizoram, hereby, makes the following regulations for the procedure for management of assets created by the Council.

1. Short title, extent and commencement:

- (1) These Regulations may be called the Mizoram State Sports Council (Procedure for Management of Assets) Regulations, 2022.
- (2) They shall come into force on the date of publication in the Official Gazette.
- (3) They shall extend to the whole of Mizoram.

2. Definitions:

- (1) In these regulations, unless the context otherwise requires,
 - (a) "Act" means Mizoram State Sports Council Act, 2002, (No. 12 of 2002);
 - (b) "Asset" means any sports facility including land and building, playground, indoor stadium, open stadium, swimming pool etc., acquired by the Mizoram State Sports Council as per provisions laid down under sub-section (b) of section 11 of the Act.
 - (c) "District Sports Committee" means a committee constituted by the Mizoram State Sports Council at the district level as per provisions laid down under sub-section (e) of section 31 and under sub-section (3) of section 4 of the Act.
 - (d) "Donor Agency" means the Government of India or the Government of Mizoram and their agencies or any other organisation(s) providing funds by way of loan, grant or assistance in any form, through which an asset is created.
 - (e) "Lessee" means any organisation entrusted with the responsibility of management of an asset.
 - (f) "Local Management Board" means any organisation constituted by the Mizoram State Sports Council at the village or local level for the purpose of management of an asset.
- (2) All words and expression not defined herein but defined in the Mizoram State Sports Council Act, 2002, (No. 12 of 2002) or any rules made thereunder, shall have the same meaning respectively assigned to them in the Act and rules.

3. General procedures:
 - (1) Any rules, instructions or directions of the Government made from time to time with reference to any matter regarding the management of an asset, not inconsistent with the Act or rules and regulations made thereunder, shall be complied with.
 - (2) In the case of those assets created through funding by any Donor Agency, mode of management will be as prescribed by such Donor Agency(s) in consultation with the council. The Council may prescribe any additional provisions such as usage charges etc. not inconsistent with the provisions of the Donor Agency if it may deem necessary"
 - (3) In the case of those assets created through a collaborative venture between the Council and any private or corporate entity, mode of management will be as per the decided terms of agreement and Memorandum of Understanding with the private or corporate partner.

4. Mode of Management of Assets:
 - (1). The Council may follow any of the following modes of management which in its opinion, would best serve its interests with regard to practicality and convenience in the management of its assets:
 - (a). Assets directly administered by the Council.
 - (b). Assets administered through District Sports Committees
 - (c). Assets administered through Local Management Boards
 - (d). Assets administered through concerned Associations.
 - (e). Assets administered through lease to private organizations, institutions and Non-governmental Organizations.

5. Procedure to be followed for assets directly administered by the Council:
 - (a). All assets having multi-sports facilities and located within Aizawl City may be directly administered by the Council.
 - (b). The Council may constitute Management Committees within itself incorporating representatives of the concerned sports associations as it may deem necessary.
 - (c). The Council may prescribe user/rental charges for holding of competitions, training, coaching camps or for any other facilities available in an asset, frame guidelines and undertake any other function required for maintenance and smooth functioning of the asset.
 - (d). Rates fixed for user charges shall be subject to approval of the General Body of the Council.
 - (e). Separate accounts registers shall be maintained for each asset in such a manner as to be able to withstand legal scrutiny. All receipts and payments shall be recorded on the accounts registers. A report to this effect shall be included in the annual report of the Council.

6. Procedure to be followed for assets administered through District Sports Committee(s):
 - (a). All assets of the Council having multi-sports facilities and located in the District Headquarters, excluding Aizawl District, may be administered through District Sports Committee(s).
 - (b). The District Sports Committee(s) may constitute Management Committees within itself incorporating representatives of the concerned sports associations as it may deem necessary.
 - (c). The District Sports Committee(s) may prescribe user charges for holding of competitions, training, coaching camps or for any other facilities available in an asset, frame guidelines and undertake any other function required for maintenance and smooth functioning of the assets under its charge.
 - (d). Rates fixed as user charges by the District Sports Committee(s) shall be subject to prior approval of the Council.

- (e). Separate accounts registers shall be maintained by the District Sports Committee(s) for each asset in such a manner as to be able to withstand legal scrutiny. All receipts and payments shall be recorded on the account registers.
 - (f). A monthly/Quarterly Report containing a statement of accounts of such assets among others, in a manner as prescribed by the Council, shall be submitted by the respective District Sports Committee(s) to the Council and shall be included in the Annual Report of the Council.
 - (g). As far as practicable, all costs of maintenance such as charges for power, water telephone etc. and minor repairs shall be borne by the concerned District Sports Committee out of funds generated as user charges or from any other sources available to the concerned District Sports Committee.
 - (h). Safety of the asset from any danger, damage by fire, theft of movable property etc., shall be the responsibility of the concerned District Sports Committee.
 - (i). The concerned District Sports Committee shall be responsible for general cleanliness and upkeep of the premises and shall ensure that the asset is in working condition at all times.
 - (j). Periodic inspections shall be conducted by the Council on the basis of which appropriate action shall be taken by the concerned District Sports Committee as directed by the Council.
 - (k). The Council may issue instructions and directions from time to time regarding the management and maintenance of any asset under the charge of the District Sports Committee which shall be complied with by the District Sports Committee.
7. Procedure to be followed for assets administered through local Managing Boards:
- (a). All assets of the Council in located in places where there are no local representation of the Council, but for which the Council has funded the creation or maintenance of such an asset may be administered through local Managing Boards constituted by the Council.
 - (b). The Management Boards shall comprise of local stakeholders such as the Village Council, Village Sports and games committee(s) and Non-Governmental Organizations within the locality. They shall be under the supervision of the concerned District Sports Committee.
 - (c). The Management Board(s) may prescribe user charges for holding of competitions, training, coaching camps or for any other facilities available in the asset, frame guidelines and undertake any other function required for maintenance and smooth functioning of the asset.
 - (d). All costs of maintenance such as charges for power, water, telephone etc. and minor repairs shall be borne by the concerned Management Board out of funds generated as user charges or from any other sources available to the concerned Management Board.
 - (e). Safety of the asset from any danger, damage by fire, theft of movable property etc., shall be the responsibility of the concerned Management Board.
 - (f). The Management Board shall be responsible for general cleanliness and upkeep of the premises and shall ensure that the asset is in working condition at all times
 - (g). Separate accounts registers shall be maintained by the Management Board(s) for each asset in such a manner so as to be able to withstand legal scrutiny. All receipts and payments shall be recorded on the account registers.
 - (h). A monthly/Quarterly Report containing a statement of accounts of such assets among others, in a manner as prescribed by the Council, shall be submitted by the respective Management Boards to the concerned District Sports Committee(s) who shall report the same to the Council and which shall be included in the annual report of the Council.
 - (i). Periodic inspections shall be conducted by the Council on the basis of which appropriate action shall be taken by the concerned Management Board or District Sports Committee as directed by the Council.

8. Procedure to be followed for assets administered through Associations:
 - (a). Assets having facility for a single sports discipline or a group of sports disciplines under the administration of one Sports Association may be administered through Associations through lease.
 - (b). The Council shall prepare a Memorandum of Understanding with the concerned Sports Association whereby all relevant aspects of management of assets stated under these regulations, Government instructions and resolutions of the Council, are incorporated.
 - (c). Notwithstanding any articles in the Memorandum of Understanding entered into by both parties as provided above under sub-regulation (b) above, the Council shall have the right to withdraw from the Memorandum of Understanding and take upon itself direct control of the asset without assigning any reasons thereof.
 - (d). The Association may prescribe user charges for holding of competitions, training, coaching camps etc., frame guidelines for usage and undertake any other functions for maintenance and smooth functioning and upkeep of the asset, subject to prior approval of the Council.
 - (e). Notwithstanding any articles in the Memorandum of Understanding entered into by both parties as provided above under sub-regulation (b) above, the Council may on its own, prescribe rates and other conditions of use which shall be binding on the Lessee/concerned Association.
 - (g). All costs of maintenance such as charges for power, water, telephone etc. and minor repairs shall be borne by the concerned Association out of funds generated as user charges or from any other sources available to the Association.
 - (h). The Association shall be responsible for general cleanliness and upkeep of the premises and ensure that the asset is operational at all times.
 - (i). Safety of the asset from any danger, damage by fire, theft of movable property etc., shall be the responsibility of the concerned Association.
 - (j). The Association shall be responsible for general cleanliness and upkeep of the premises and shall ensure that the asset is in working condition at all times.
 - (k). Periodic inspections shall be conducted by the Council on the basis of which appropriate instructions and directions may be issued to the concerned Association and the Association shall take immediate action as directed by the Council.
 - (l). The Council shall prescribe monthly rental charges as it may deem reasonable and the Association shall be liable to pay such charges. The rental charge may be determined as a percentage of the average of all incomes generated during a year by the asset or on the basis of any other factors as decided by the Council. Failure to pay rental charges for a continuous period of three months shall entail enforcement of penalties as decided by the Council, upon the Association which may include cancellation of lease.
 - (m). Dedicated accounts registers shall be maintained by the Association(s) for each asset in such a manner so as to be able to withstand legal scrutiny. All receipts and payments shall be recorded on the account registers.
 - (n). A monthly/Quarterly Report containing a statement of accounts of such assets among others, in a manner as prescribed by the Council, shall be submitted by the Association which shall be included in the annual report of the Council.
9. Procedure to be followed for assets administered through lease to private organizations, institutions and Non-governmental Organizations:
 - (a). If it is found expedient by the Council that there are conditions necessitating that an asset should be administered through lease to private and corporate entities, institutions and Non-governmental Organizations, such an asset shall be administered in the manner as prescribed hereunder.

- (b). The reliability, capability and competency of any such entity shall be evaluated to the satisfaction of the Council prior to its handing over of the asset.
 - (c). The Council shall prepare a Memorandum of Understanding with the concerned entity, whereby all relevant aspects of management of assets contained under these regulations, Government instructions and resolutions of the Council are incorporated.
 - (d). Notwithstanding any articles in the Memorandum of Understanding entered into by both parties as provided above under sub-regulation (b) above, the Council shall have the right to withdraw from the Memorandum of Understanding and take upon itself direct control of the asset without assigning any reasons thereof by issuing a three months advance notice to the lease.
 - (e). Notwithstanding any articles in the Memorandum of Understanding entered into by both parties as provided above under sub-regulation (b) above, the Council may on its own, prescribe rates and other conditions of use which shall be binding on the Lessee.
 - (f). The period of lease, in such cases, shall be a period of one year or twelve months. It shall be extended by mutual consent if the performance of the Lessee is found satisfactory by the Council, upto a maximum period of three years, for one year at a time. After the expiry of three years, open tender shall be floated to provide a fair chance to other interested parties the lease or rental of the asset.
 - (g). The Council shall have the right to prescribe the maximum rates of user charges available in the facility.
 - (h). Safety of the asset from damage by fire, theft of movable property etc., shall be the responsibility of the Lessee.
 - (i). Performance Security amounting to 4 (four) months monthly rental charges shall be deposited by the Lessee not later than 14 (fourteen) days of signing the Memorandum of Understanding. The Lessee shall forfeit the Performance Security if the Memorandum of Understanding is violated on its part.
 - (j). The Lessee shall be liable for payment of all maintenance charges such as power, water etc. The Lessee shall be responsible for general cleanliness and upkeep of the premises and ensure that the asset is operational at all times.
 - (k). The Council shall prescribe monthly rental charges as it may deem reasonable and the Lessee shall be liable to pay such charges. Failure to pay rental charges for a continuous period of three months shall entail enforcement of penalties as decided by the Council, upon the Lessee which may include cancellation of lease.
 - (l). The Lessee shall make available the premises at any time as required by the Council or Government for official purposes.
 - (m). Periodic inspections shall be conducted by the Council on the basis of which appropriate action will be taken and directions issued to the Lessee by the Council, as required.
10. Inventory Management:
- (a). An Asset Register containing all relevant details such as year of construction, sanctioned amount, facilities available, details of movable and immovable assets and any other details as decided by, and in a form as prescribed by the Council shall be maintained for all assets under the Council.
 - (b). Such Asset Registers shall be regularly up-to-dated and available for inspection at any time.
 - (c). No item of any inventory shall be destroyed or transferred to any other location without the written permission of the Secretary, Mizoram State Sports Council, who shall cause such matters to be laid down before the Executive Committee of the Mizoram State Sports Council for its approval.

11. Preconditions for creation of assets:

Before entering into the process of creation of any asset as per provision laid down under sub section (b) of section 11 of the Act, , the Council shall ensure

- (a). that the land is free from any encumbrances;
- (b). that all rights to the land are held by it and that it is in possession of all relevant documents to prove its ownership in a court of law.
- (c). that in the case of joint-venture with any other entity whereby the partner to such a venture hold the rights to the land, that the partner agrees to all terms and conditions as stated under these Regulations.

12. Disposal of Assets:

If it is decided by the Council that, for any reason it may consider, that an asset is to be disposed off, it shall dispose off the asset in the best interest of the State Sports programmes and in accordance with the rules made under the Act.

13. Settlement of disputes:

All disputes relating to the matter of management of assets of the Council under these regulations shall be settled amicably by both/all parties within the ambit of these regulations.

John Tanpuia, MCS
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