



The Mizoram Gazette

EXTRA ORDINARY

Published by Authority

Regn. No. NE-313(MZ)

VOL - XXXII Aizawl, Tuesday, 26.8.2003 Bhadra 4, S.E. 1925, Issue No. 237

NOTIFICATION

No.C.18012/7/91-FST, the 21st August, 2003. In exercise of the powers conferred by section 42 read with section 5 of the Mizoram Forest Act 1955, as amended from time to time and in supersession of all earlier Rules adapted for the purpose, the Governor of Mizoram is pleased to make the following Rules, namely, "The Mizoram Forest Produce Mahals Rules 2002".

The Rules shall come into force from the date of publication in the Mizoram Gazette.

G.P. Shukla,
Secretary to the Govt. of Mizoram,
Environment & Forest Department.

MIZORAM SALE OF FOREST PRODUCE MAHALS RULES, 2002

In exercise of powers conferred by section 42 read with section 5 of the Mizoram Forest Act, 1955, as amended from time to time and in supersession of all earlier Rules adopted for the purpose, the Governor of Mizoram is pleased to make the following rules, namely :-

1. Short title, commencement and extent :

- (1) These rules shall be called the Mizoram Sale of Forest Produce Mahals Rules, 2002,
- (2) They shall come into force from the date of publication in the Mizoram Gazette.
- (3) They shall have like extent as the Mizoram Forest Act, 1955, as amended from time to time.

2. Definitions :

In these rules, unless there is anything repugnant to the subject or context-

- a. "Assistant Conservator of Forests" means the Assistant Conservator of Forests under Environment & Forests Department, Government of Mizoram ;
- b. "Closed period" means a specified period of time declared by the State Government as closed period during which no harvesting of forest produce will be allowed in order to ensure regeneration and growth of the forest produce.
- c. "Conservator" means the Conservator of Forests and includes Chief Conservator of Forests in the Environment & Forests Department, Government of Mizoram;
- d. "Contractor" means a contractor appointed or registered as such under the Department of Environment & Forests, Government of Mizoram from time to time;
- e. "Divisional Forest Officer" means the Divisional Forest Officer of territorial or non-territorial Forest Division ;
- f. "Forest produce" means forest Produce as defined under Section 2 (10) of the Mizoram Forest Act, 1955 as amended from time to time;
- g. "Government" means the Government of Mizoram;
- h. "Governor" means the Governor of Mizoram;
- i. "Mahal" means a well defined area wherefrom certain types of forest produce are sold;
- j. "Mahaldar" means a Mahaldar appointed or registered as such under the Department of Environment & Forests, Government of Mizoram;
- k. "Principal Chief Conservator of Forests" means the Principal Chief Conservator of Forests, Environment & Forests Department, Government of Mizoram;
- l. "Secretary" means the Secretary, Environment & Forests Department, Government of Mizoram;

3. Mode of sale :

The forest produce shall be sold by any of the following methods:

- (i) By inviting tender;
- (ii) By public auction

4. Power to invite tender or conduct public auction for the mahals shall lie with the Principal Chief Conservator of Forests except in cases provided under rule 24 of Part II of these Rules where the concerned DFO will normally conduct the auction unless the Principal Chief Conservator of Forests decides otherwise.**5. The State Government, may, from time to time in public interest, include or exclude any category of the forest produce in or from the mahal, or may impose ban on sale of mahal and also may decide about the increase or decrease or redelineate the mahal area, in the manner as the State Govt. may deem fit, keeping in view the possible variation in the potential of the mahal area or a particular category of the forest produce in such mahal for sale in future.**

PART - I

Sale by Tender System

6. Notice for Tender :

A notice calling for tender (Tender Notice) for sale of Mahals, as per form in Appendix-I, should be published in the Official Gazette as well as in local daily news papers by the Principal Chief Conservator of Forests at least one month prior to the last date fixed for submission of tender.

Provided that for resale of any Mahal, publication of short sale notice at least fifteen days before the last date of receipt of the tender may be made in the local newspapers only.

7. Earnest Money :

(1) Before submission of any tender, the tenderer shall deposit, in the Treasury or in any branch of an approved Scheduled Bank, an earnest money, as may be fixed by the Principal Chief Conservator of Forests, by a/c payee Bank draft or Treasury-Challan, for each mahal, pledged to the officer calling for tender.

(2) The earnest money shall be reduced by 50% in case the tenderer belongs to any of the Scheduled Castes, Scheduled Tribes or Other Backward Classes recognised by the State Government on production of certificate to the effect issued by the officer authorised by the State Government for this purpose.

8. Tender and its enclosures.

- (1) There shall be a separate tender for each mahal or lot with the requisite court fee stamp worth Rs. 10/- (Rupees ten) for non-tribals and with the House Tax Payee Certificate (HTPC) for ST/SC/OBCs, affixed to it.
- (2) Each tender shall be in the tender form as prescribed in Appendix-II, with passport size photograph of the tenderer duly attested by any Gazetted Officer with his full name and designation with official seal.
- (3) The tenderer shall also make a declaration as prescribed in Appendix-II.
- (4) The tender shall be accompanied by the documents as indicated in the terms & conditions of tender vide/Appendix – II.
- (5) The authority receiving the tender may call for any other particulars from a tenderer with a view to identifying the tenderer and/or verifying his financial soundness.

9. Pre-Inspection of Mahal Area :

The intending tenderers shall be at liberty to inspect the Mahal area before submission of tenders and any subsequent complaint as regards shortage of Forest Produce, difficulty in working, discrepancy in Mahal boundary and lack of facility of extraction routes and the like shall not be entertained.

10. Procedure for dealing with tender

(1) (a) All tenders shall be deposited in a properly locked and sealed tender box placed at a convenient place in the office of the Principal Chief Conservator of Forests within the time for receipt of tenders as prescribed in Tender Notice.

(b) After expiry of the time limit for submission of tenders, the slot for putting the tender inside the box shall be properly sealed by a paper duly signed by officer inviting tender or his authorised officer.

(c) The tenders will be opened on the same day immediately after the closure of the tender box, unless for special reason, the Principal Chief Conservator of Forests notifies otherwise on the Office Notice Board.

(2) After the scrutiny of the tenders, the order for acceptance of any tender shall be passed by -

(a) The PCCF, in case of tenders upto the value of Rs. 10 lakhs

(b) The State Government or its authorised officer in case of tenders value of which are more than Rs. 10 lakh.

The Department of Environment & Forests, Government of Mizoram shall have the full power or have the full residuary powers of withdrawal of settlement or otherwise, not repugnant to these Rules.

(3) Where the officer receiving the tenders is not competent under these Rules to pass order of acceptance of tender; he shall forward the tender papers with his comments to the Government for necessary action.

(4) The order of acceptance of tender by the appropriate authority as mentioned in rule-10 (2) above shall be communicated to the successful tenderer giving the latter 15 days, a time for depositing the first instalment after the issuance of final order of acceptance.

11. Appeal and review.

(1) An appeal shall lie within 15 days inclusive of holidays, if any in between from the date of communication of the order of acceptance of tender by the Principal Chief Conservator of Forests as follows :-

(a) against the order of acceptance of tender by the Principal Chief Conservator of Forests - to the Governor whose order in appeal shall be final.

(b) A petition shall lie with the Governor for review of his original order within 15 days inclusive of holidays, if any, from the date of communication of the order of acceptance of tender as provided under rule 10(4) but no petition for review of appellate order of Governor shall lie.

(2) (a) The appeal or the review petition, as the case may be, shall be submitted in triplicate, two copies of which shall be submitted to the appellate or reviewing authority and one copy shall be simultaneously sent by the appellant or the petitioner to the tender accepting authority as per rule 10 (2) of these Rules. The requisite court fee stamp need be affixed only on the principal copy.

(b) The tender-accepting-authority on receipt of the copy of the appeal or review petition, shall immediately stay the order issued under rule 10(4) and forward the appeal or review petition alongwith the original tenders and other connected documents to the appellate/ reviewing authority who shall dispose of the same under sub-clause (1) (a) or (b) above, as the case may be.

12. No obligation to accept the highest or any tender :

The highest tender will generally be accepted but it shall not be obligatory on the part of the selling authority to accept the highest or any tender. Maximum number of mahals that one party may get should be not more than 3 (three).

13. Preference and concession in settlement with tenderers belonging to scheduled castes, scheduled tribes, or other backward classes.

(1) Subject to suitability and ability of the tenderer to perform the work satisfactorily, preference and concession in settlement of a mahal by way of sale shall be admissible in the following manner to a person belonging to any of the scheduled castes, scheduled tribes, or any other backward classes recognised by the State Government, provided the recognised highest offer for the mahal does not exceed Rs. 50,000/- (for fishery and non-timber forest produce) and Rs. 5,00,000/- (for sand and bamboo mahals).

(a) If the offer from a member of the above mentioned categories of persons is not below 90% of the recognised highest offer, the mahal shall be settled with such person at his own offer.

(b) Even if the offer from a member of the afore-mentioned categories of persons is below 90% of the recognised highest offer, the mahal may at the discretion of the competent authority be settled with such person at an amount being 10% less than the recognised highest offer.

(2) No preferential treatment and concession as mentioned in (1) above shall be admissible when the recognised highest offer for the mahal exceeds Rs. 50,000/- or Rs. 5,00,000/- as the case may be.

Explanation : For the purposes of this rule, the expression 'recognised highest offer' shall mean

14. No joint settlement.

(1) No mahal shall be sold jointly to more than one person.

(2) *Deconcentration of opportunities:* No person shall be settled by way of sale with more than 3 (three) mahals at any time. If any person is found to have got more than three mahals by way of sale in his own name or in benami at any given time, he shall have to surrender all the excess mahals retaining only three mahals of his choice, and the surrendered mahals shall be immediately resold at such person's risk and forfeiture of his deposits against such excess mahals.

15. Non-acceptance of tender of a defaulter.

No tender of a mahaldar or contractor who is a defaulter in respect of any Government dues of any land or forest revenue or earlier mahal shall be entitled to get settlement by way of sale.

16. Security Deposit.

1. The tenderer whose tender has been finally accepted must, within 15 (fifteen) days from the issue of the final order of the acceptance, furnish a security deposit in the shape of National Savings Certificate of any Post Office in Mizoram, duly pledged in the name of Principal Chief Conservator of Forests, Government of Mizoram.
2. The operational period of every mahal shall be deemed to have started on and from the date of deposit of the security deposit and the first instalment as stipulated herein, or the date of expiry or a period of fifteen days from the date of issuance of the order of acceptance of the tender, whichever is earlier, unless it is prior to the date stipulated for operation in the Schedule 'A' of the notice.
3. The amount of security deposit shall be at the rate of 15% of the accepted offer.
4. In the case of tenderers belonging to any scheduled caste, scheduled tribe or other recognised backward classes, the amount of security deposit mentioned above shall be reduced to ten per cent only.

17. Instalments.

- (1) The sale value of the mahal shall be paid by the Mahaldar or Contractor in the following manner :
 - (a) First instalment @ Rs 50% of the settled amount within 15 (fifteen) days from the date of issue of final order of acceptance.
 - (b) Second instalment @ 25% of the settled amount within 30 days from the date of payment of 1st instalment.
 - (c) The third and last instalment @ 25% of the settled amount within 30 days from the date of payment of the second instalment.
- (2) If the mahaldar fails to pay the instalment on due date, the operation of the mahal shall straight away be stopped at his risk and responsibility, and shall be notified as a defaulter.

18. Agreement.

- (1) An agreement as in form in Appendix III shall be executed within one week of the payment of the security deposit and the first instalment as mentioned in rules 16 and 17, by the mahaldar or contractor whose tender has finally been accepted by the competent authority.
- (2) The agreement shall, inter alia, covenant that the entire price at which the sale of the mahal is settled must be paid irrespective of the quantity of materials appropriated and the Government shall not be responsible for any quantity of Forest Produce realised/collected less than the quantity which is specified in the Schedule 'A' of Appendix – I of these Rules, on any account.

19. Cancellation and resale .

If the tenderer whose tender has been accepted fails to pay the security deposit or to pay the instalment on due dates as mentioned in rules 14, 16 & 17 or to execute the agreement mentioned in rule 18, the sale of the mahal shall be liable to be cancelled, and the mahal shall be resold, either to the next suitable tenderer or be resold for the remaining part of the mahal, at the risk of the defaulting tenderer whose earnest money, security deposit and any instalments if deposited shall be forfeited to the Government as Forest revenue.

20. Power of attorney.

No power of attorney or mortgage deed or any encumbrance shall be recognised in respect of any mahal except when executed with previous permission in writing from the authority competent to pass order of acceptance of tender under sub-rule (2) of rule 10.

21. Right of withdrawal of any mahal from sale.

The Environment & Forests Department, Government of Mizoram and the authority competent to accept tender shall have the right to withdraw any mahal from sale at any time before issue of final order of acceptance of tender, and in case of conflict, the right of the former shall prevail.

22. Term of the Mahal.

- (1) The Mahal shall be allowed to be strictly for the period as advertised in the Notice inviting tender as appended hereto as Appendix – II as amended from time to time. However, the term of the Mahal shall automatically expire in case the stipulated quota is exhausted before the expiry of the Mahal period.

- (2) As regards the stipulated quota of the Mahal materials, any quantity remaining unextracted within the Mahal period shall automatically belong to the Government after expiry of the advertised Mahal period and no claim of the Mahaldar on the same shall be entertained.
- (3) No extension of the mahal period will ordinarily be admissible. In exceptional circumstances, Government may however reserve to itself the right of extension on merit of each case at its discretion and on payment of charges as may be deemed fit.
- (4) Any excess collection beyond the stipulated quota of the mahal materials shall be penalised by charging at least three times the rate quoted for the entire mahal and subsequent offence of the similar nature shall invite a penalty of 6 (six) times the rate of the mahal and disqualification from bidding for next 3 (three) years.

23. Miscellaneous :

- (1) The Mahaldar shall select a place in the Mahal area for depot to stock collected forest produce with intimation to the concerned Divisional Forest Officer or any other Forest Officer appointed to supervise such mahal operation.
- (2) The operation of mahal will have to be done skillfully so that, means of public transport and communication are not endangered in any way.
- (3) The Mahaldar will have to make his own arrangement for transportation of Forest Produce from the mahal area including construction of approach road, for which no cost or responsibility will be borne by the Government.
- (4) The Government shall not be responsible to make any arrangement for the protection of the Mahaldar or his employees working in the mahal area.

PART II

24. Sale by auction system :

Forest coupes/ mahals/ lots or any other forest produce the estimated valuation of which does not exceed Rs. 5000/- and that in the opinion of the Divisional Forest Officer requires immediate disposal shall be sold by auction in the following manner:

A proclamation for auction sale shall be published not less than 15 days before the date fixed for auction stating therein -

- (a) the name of the Mahal or lot of any other forest produce;
- (b) the particulars necessary for its identification;
- (c) the period for which it is proposed to be sold;
- (d) the date and place of auction;
- (e) the Officer who will hold the auction; and
- (f) the requisite documents to be produced.

25. Manner of publication of proclamation :-

The proclamation shall be published by pasting copies thereof on the notice boards of the office of-

- (i) the Conservator, the Divisional Forest Officer and the Range Officer;
- (ii) the Deputy Commissioner/the Sub-Divisional Officer (Civil); and
- (iii) the Village Councils within whose local limits the mahal is situated.

26. Manner of conducting the sale:-

- (1) The auction sale shall be conducted by the Divisional Forest Officer or some officer deputed by him not below the rank of A.C.F. for the purpose.
- (2) The D.F.O. may postpone the auction sale on reasonable grounds but shall in such case, issue fresh proclamation in the manner of Rule 25 above, publishing the new date fixed.
- (3) On the date fixed for auction, the D.F.O. or the Officer authorised to hold the auction shall call for the bids from contractors present:
Provided that if there is no bid or insufficient bid, he may continue the sale from day to day informing the bidders on the spot.
- (4) The Officer conducting the auction shall indicate by striking a hammer on the table, the closure of the sale of a particular mahal or any other forest produce in the auction.
- (5) The auction shall be closed in favour of the highest bid which is received and final sale shall be made with the highest bidder subject to the production of requisite documents as may be specified in the proclamation.
- (6) The Divisional Forest Officer conducting the auction shall submit the comparative statement alongwith the complete documents to the PCCF who shall approve or reject the auction.

27. Appeal :

No appeal shall lie against the sale to the highest bidder in any auction.

28. Mode of payment of bid value:-

- (1) The person declared to be the auction purchaser in any auction-sale shall be required to pay immediately on the spot 50% of the sale-value and if he fails to do so, the mahal or lot shall forthwith be again put up and sold.
- (2) The remaining, 50% of the sale value shall have to be paid immediately before lifting the forest produce or issue of work order as may be directed by the Divisional Forest Officer.

29. Applicability of certain rules :-

The provisions of rules 8 (5), 13, 14, 15, 18, 19, 20, 21 and 22 shall equally be applicable in the sale by auction system.

30. Savings :-

- (1) Notwithstanding any of the provisions contained in these rules, the Environment & Forests Department, Government of Mizoram reserves the right to settle or dispose of any forest produce in the form of mahal by direct negotiations or in any other manner at its discretion, otherwise than mentioned in these rules in public interest or in accordance with provisions of the Mizoram Forest Act, 1955 amended from time to time.
- (2) Any act done or purported to have been done prior to the introduction of these Rules of 2002 or any action taken or purported to have been taken shall be deemed to have been done under these 2002.
- (3) The State Government or any State Government Officer or Forest Officer shall not be responsible for any loss or damage, unless the State Government or such officer has caused the same maliciously or fraudulently, whether prior to these Rules or after.

APPENDIX-I

SCHEDULE ‘A’

LIST OF MAHALS

Sl.No.	Name of Mahal	Boundary Descriptions	Quantity permitted	Earnest Money		Period
				ST/SC/OBC	Others	
1	2	3	4	5	6	7

APPENDIX – II

Affix passport size
Photograph duly
attested by a
Gazetted Officer

TENDER FORM

To

The Principal Chief Conservator of Forests,
Govt. of Mizoram, Aizawl

Sir,

In response to your notice inviting tenders published vide No.Dt.....

I hereby submit my tender as follows :-

1. Full name & address of the tenderer (in block letters) _____
Village : _____ Post-Office: _____ District : _____
Phone No : _____ Fax/e-mail : _____
2. Name of the father or the husband of the tenderer _____
Village _____
Post Office _____
District _____
Phone No. _____
Fax No/E-Mail, I.D _____
3. Previous experience, if any _____
4. Name & description of the mahal for which the tender is given _____
5. Amount of Earnest money depositedvide DCR/DD No.dt.....on.....(Name of Bank)
6. Outright price offered by the tenderer for the mahal (in figures) Rs. _____ (in words) Rupees _____)
7. List of enclosures :

Place:

Date :

Yours faithfully,
(Signature & Name of the Tenderer)

DECLARATION

I do hereby declare that I have gone through and understood the enclosed terms & conditions of the tender clearly & undertake to abide by them , I further undertake that I will not withdraw the tender offered by me. If I withdraw the tender, then I shall be liable to fine by way of forfeiture of my earnest money deposited by me to the Government, as Forest Revenue.”

Signature of the tenderer
Full name _____
Date _____

(N.B. - The tenderer should strike out the portion which is not applicable to his tender)

**GOVERNMENT OF MIZORAM
OFFICE OF THE PRINCIPAL CHIEF CONSERVATOR OF FORESTS
MIZORAM : AIZAWL**

**TERMS & CONDITIONS FOR SALE OF FOREST PRODUCE MAHALS
(BY TENDERS)**

1. Tenders in the prescribed form duly completed in all respects and affixed with a non-refundable court fee stamp worth Rs. 10/- (rupees ten only) along with requisite documents should be submitted in a sealed cover (sealed with wax) addressed to the Principal Chief Conservator of Forests, Government of Mizoram, Aizawl and superscribed as tender for(Name of Mahal). In case of ST/SC/OBCs, no court fee stamp will be required but the tenderer shall enclose an attested copy of House Tax payee Certificate (HTPC). The prescribed tender forms along with the schedule containing particulars of the mahals can be collected from the office of the undersigned on payment of Rs. 50/- (Rupees Fifty) during office hours.
2. Tender for individual mahals should be submitted on separate tender form with requisite court fee stamp.
3. Tenderer should quote the maximum outright purchase-price both in figures and in words he/she is prepared to pay for exclusive right to collect the specified forest produce not exceeding the quantity mentioned in the Schedule "A" for the Mahal. Corrections, if any, should be duly signed by the tenderer with date.
4. The tenderer should sign with date the declaration appended at the bottom of the tender form.
5. All tenders must be put by the tenderer in the tender-box kept for the purpose in the office of the Principal Chief Conservator of Forests, Govt. of Mizoram, Aizawl. No tender delivered by post shall be accepted. The tender-box shall be closed by(Indian Standard Time) on No tender delivered after the specified date and time shall be considered under any circumstances. The tender will be opened on the same day immediately after the closure of the tender box, unless for special reasons, the Tender Inviting Officer notifies otherwise on the office notice board.
6. There is no obligation on the part of the authority, for making the sale, to accept the highest tender and such authority reserves the right to accept or reject any tender without assigning any reason.
7. The tender shall be accompanied by the following documents :
 - (i) An Earnest money of Rs.....(as prescribed by the Tender Inviting Officer) in case of ST/SC & OBC and Rs.....(as prescribed by Tender Inviting Officer) in case of others as shown against each of the mahal in the enclosed schedule in the form of deposit- at-call/Bank draft of any branch of the recognised Banks in Mizoram duly pledged in the name of (Tender Inviting Officer).

(The earnest money of the unsuccessful tenderers will be released to them on request after issue of final order of settlement of the mahal and that of the successful tenderer after he has deposited security deposit as per clause 11)

- (ii) An upto date 'Income Tax Clearance Certificate' for non-Mizos and 'Professional Tax Clearance Certificate' for Mizo tenderers, (duly attested by a Gazetted Officer with official seal in case of Xerox/photo copies of such documents).
- (iii) Sales Tax Clearance Certificate (if applicable).
- (iv) If the tender is submitted by non-Mizo person belonging to any of the Scheduled Castes, Scheduled Tribes or Other Backward Classes recognized in the State of Mizoram then in addition to the requirement of (i) and (ii) above, the original social status certificate or the copy duly attested by a Gazetted Officer in support of his claim to belong to such community from the competent authority.
- (v) Documents showing the details of immovable property and approximate value thereof to ascertain the financial soundness of the Tenderer duly obtained from District Collector/Deputy Commissioner or his authorised officer or financial soundness certificate from the Manager of the recognised Bank maintaining the account of the tenderer.
- (vi) Signature of tenderer duly attested by a Gazetted Officer with full name, designation and seal.
- (vii) The authority receiving the tender may call for any other particulars from a tenderer with a view to identifying the tenderer and or for verifying his financial soundness, before accepting or rejecting his tender.
- (viii) Signed declaration as prescribed in the Tender Form.
- (ix) (1) Passport size photograph of the tenderer duly attested by any Gazetted Officer with his official seal, to be pasted/affixed in the Tender Form.

(2) Any tender not accompanied with the above mentioned documents will be liable to rejection without giving any opportunity to the tenderer to be heard or to explain.
- 8. (1) Subject to suitability and ability of the tenderer to perform the work satisfactorily, preference and concession in settlement of a mahal shall be allowed in the following manner to a person belonging to any of the Scheduled Castes, Scheduled Tribes, or any Other Backward Classes recognised by the State Government, provided that the recognised highest offer for the mahal does not exceed Rs. 50,000/- (for fishery and non-timber forest produce mahals) and Rs. 5,00,000/- (for bamboo and sand mahal) :
 - (a) If the offer from a member of the above mentioned categories of persons is not below 90 per cent of the recognised highest offer, the mahal shall be settled with such person at his own offer.
 - (b) Even if the offer from a member of the aforementioned categories of persons is below 90 per cent of the recognised highest offer, the mahal may, at the discretion of the competent authority, be settled with such person at an amount of 10 per cent less than the recognised highest offer.
- (2) No preferential treatment and concession as mentioned in sub-clause (1) above shall be admissible when the recognised highest offer for the mahal exceeds Rs. 50,000/- or Rs. 5,00,000/-, as the case may be.

- (3) No mahal shall be settled jointly with more than one person.
9. The authority making the settlement shall have discretion to refuse settlement with a tenderer, who, though otherwise suitable, is a defaulter in respect of any Forest Revenue or in respect of any such settlement in any Forest Division on earlier occasion or occasions as per the official records of such authority.
10. (1) The tenderer whose tender has been accepted must, within 15 (fifteen) days from the issue of the final order of the acceptance, furnish a security deposit in the shape of National Savings Certificate (e.g. Indira Vikas patra, Kissan Vikas Patra/National Saving Certificate VIII issue etc.) of the Post office in Mizoram duly pledged in the name of Principal Chief Conservator of Forests, Government of Mizoram.
- (2) The operation period of any Mahal settled would be deemed to have started on and from the date of deposit of the security deposit and the first instalment as stipulated herein below, or the date of expiry or a period of fifteen days from the date of issuance of the order of acceptance of the tender, which ever is earlier, unless it is before the date stipulated for operation in the Schedule 'A' of the notice.
- (3) The amount of security deposit shall be at the rate of 15 (fifteen) per cent of the accepted offer.
- (4) In case of tenderer belonging to any Scheduled Caste, Scheduled Tribe or Other Notified Backward Classes recognised by the State Government, the amount of security deposit mentioned above shall be reduced to 10 (ten) per cent of the accepted offer.
11. (1) The amount at which the mahal is settled shall be paid in the following manner.
- (i) First instalment @ Rs. 50% of the settled amount within 15 (fifteen) days from the issue of the final order of acceptance.
- (ii) Second instalment @ 25% of the settled amount within 30 (thirty) days from the date of payment of the 1st instalment.
- (iii) The third and last instalment @ 25% of the settled amount within 30 (thirty) days from the date of payment of the second instalment.
- (2) If the Mahaldar fails to pay instalments on due dates, the operation of the mahal shall straightaway be stopped at his risk and responsibility.
12. The tenderer whose tender has been accepted shall have to execute an agreement in prescribed form within 1 (one) week of the payment of the security deposit and first instalment of the settlement amount as mentioned in clause 10 and 11 above.
13. If the tenderer whose tender has been accepted fails to pay the security or to pay the instalments on due dates mentioned in rules 14, 16 & 17 or to execute the agreement mentioned in rule 18, the sale of the mahal shall be liable to be cancelled, and the mahal shall be resettled, either with the next suitable tenderer or resold for the remaining part of the mahal, at the risk of the defaulting tenderer whose earnest money, security deposit and any instalments if deposited shall be forfeited to the Government as Forest revenue.
14. The Principal Chief Conservator of Forests shall have the right to withdraw any mahal from settlement at any time before the issue of the final order of acceptance of the tender.

15. The intending tenderers shall be at liberty to inspect the Mahal area before submission of tenders and any subsequent complaint as regards shortage of Forest Produce, difficulty in working, discrepancy in Mahal boundary, lack of facility of extraction routes or the like shall not be entertained.
16. The particulars of conditions of the agreement to be executed under clause 12 and any further information regarding settlement of the mahal required by the intending tenderer may be obtained from the office of the Principal Chief Conservator of Forests, Government of Mizoram during working hours.
17. The main conditions of the agreement would be as follows :-
 - (i) The entire outright price at which the mahal is settled must be paid irrespective of the quantity of materials collected by the settlement holder. The Government shall not be responsible for any shortfall in the quantity of forest produce collected compared to the quantity specified in Schedule 'A' on any account.
 - (ii) As regards bamboo mahals, no destruction or damage shall be caused to any immature bamboos which are less than 2 years old. In case of bamboos occurring in clumps, any cutting of mature bamboo should be done uniformly throughout the clumps subject to the condition that at least 4-6 mature bamboos must be left standing along the periphery of the clump and not less than 10 (ten) clumps must be retained in each clump. All bamboos intended for removal shall be cut at a height of 15 cm to 45 cm from the ground and in any case not below the first prominent node from the ground and the settlement holder shall have to follow the cutting rules as approved by the Forest Department strictly.
 - (iii) Extraction of sand shall be from the middle of the river bed after leaving $\frac{1}{4}$ of the river bank untouched. There shall be no extraction of sand during monsoon period i.e from toeach year. No explosive shall be used for extraction of sand.
 - (iv) Any killing of fish by any explosive or poisonous substances is strictly prohibited. Fishing by nets less than 5 Cm² is absolutely prohibited. No fish hold shall be drained dry by the mahaldar who shall be required to leave sufficient water for protection of fish and for drinking purposes.
 - (v) A prospective purchaser shall be required to print challans in prescribed form and get them duly sealed and signed by the Divisional Forest Officer concerned before use and to submit such challans for obtaining Transit pass for transport of materials from the mahal according to the procedure laid down by the Principal Chief Conservator of Forests, Government of Mizoram , Aizawl.
 - (vi) A Mahaldar shall select a place in the mahal area for establishment of a transit depot collecting forest produce and have it approved by the concerned Divisional Forest Officer.
 - (vii) Adequate caution shall have to be exercised by the mahaldar to ensure that public transport and communication systems are not disturbed.
 - (viii) No operation of a mahal should in any case cause any damage to any forest produce other than the prescribed forest produce which is sold on Mahal and in case of any such damage, the value as assessed by the Forest Officer concerned shall be paid by the mahaldar within the time given by such officer.

- (ix) Every mahaldar shall have to work in conformity with the general directions of the Forest Officer incharge of the area as regards operation of the mahal.
- (x) In the event of any dispute arising regarding the interpretation of any clause or performance essentiality i.e. whether any clause is mandatory or essential in nature or not, and observance of any conditions of the agreement, the matter shall be referred to the State Government whose decision shall be final and binding on the parties thereto.
- (xi) The Mahaldar will have to make his own arrangement for transportation of Forest Produce from the mahal area including construction of approach road, for which no cost or responsibility will be borne by or on the Government.
- (xii) Transit Pass will be issued only after physical verification of the produce.
- (xiii) The Government shall not be responsible to make any arrangement for the protection of the Mahaldar or his employees working in the mahal area.
18. The Mahal shall be allowed to be operated strictly within the period as specified in the Notice inviting tender and the Sale Notice. However, the term of the Mahal shall automatically expire in case the stipulated quantity of forest produce has been collected before the expiry of the Mahal period.
19. All the cut/removed forest produces stacked at the depots must be transported on or before the last date of operation period of the Mahal.
20. Any cut/removed forest produce remaining in the Mahal area or at depot after the last date of operation period shall be seized and confiscated to the Govt. for disposal as per prescribed procedure.
21. Any excess collection beyond the stipulated quota of the mahal materials shall be penalised by charging at least three times the rate quoted for the entire mahal and subsequent offence of the similar nature will invite a penalty of 6 (six) times the rate of the mahal and disqualification from bidding for next 3 (three) years.
22. The mahaldar (settlement holder of the mahal) will be at liberty to sell the forest produce anywhere within the State of Mizoram or outside within the Indian Union subject to relevant rules and regulations.
23. Any attempt for negotiation direct or indirect on the part of a tenderer with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he had submitted his tender/quotation will render the tender/quotation liable to exclusion from consideration, unless and until such negotiation is specifically allowed by the Government.
24. In case of any litigation, the matter at dispute shall be resolved by way of arbitration as per law first, and only the courts at Aizawl or the authority competent at Aizawl shall have the jurisdiction to adjudicate upon any such dispute..

Sd/-

Principal Chief Conservator of Forests,
Mizoram, Aizawl

APPENDIX-III**FORM OF AGREEMENT FOR WORKING OF FOREST PRODUCE MAHAL**

AN AGREEMENT is made on this day the _____ between the Governor of Mizoram, (herein after called the vendor) of the First Part and Shri/ Smt _____ S/o/D/o _____ of village _____ P/o _____ District _____ (hereinafter called the 'Mahaldar' which term shall where the context so admits include _____ his/her heirs, successors, executors, administrators, Legal representatives and assigns) of the other Part.

WHEREAS the Vendor has agreed to grant the Mahaldar the right to cut/collect and remove the Forest produce _____ from _____ Mahal, the boundary description of which has been given in Schedule 'A' appended below during the period from _____ to _____

1. Name of the Mahal _____
2. Name of the Division _____
3. Period of working _____
4. Name of Mahaldar _____
5. Agreed price _____
6. Maximum quantity allowed for removal _____

Whereas _____ Mahal under _____ Forest Division, has been settled with Shri/Smt. _____ S/o,D/o _____ District _____ (herein after referred to as the Mahaldar) at Rs. _____ (Rupees _____) only and whereas Rs. _____ (Rupees _____) only being first instalment has been deposited by the Mahaldar, vide Treasury Chalan No. _____ Dated _____.

AND WHEREAS an amount of Rs. _____ (Rupees _____) has been deposited by the Mahaldar being Security Deposit, vide Kissan Vikas Patra/Indira Vikas Patra No. _____ pledged in the name of the Principal Chief Conservator of Forests, Mizoram.

Now, therefore, it is hereby agreed by and between the parties as follows :-

1. That the Mahaldar will cut, collect and remove Forest produce under this agreement within the area specified in the Schedule 'A' appended below and nowhere else. All the Forest produce cut by him/her shall have to be collected at depots duly approved by the Divisional Forest Officer _____ Division and such depots shall not, except under special circumstances (to be stated and accepted in writing by Forest Officer) be outside the Mahal area. Any alteration in depot sites shall be made only after obtaining permission in writing from the Division Forest Officer concerned.
2. That this agreement conveys to the Mahaldar no right to purchase, collect and obtain Forest produce from any area outside the Mahal as detailed in Schedule 'A' of this agreement.

3. Any quantity remaining unremoved from the forest, or left in depot mentioned above after expiry of the term of agreement shall become the property of the Government without payment thereof.
4. Extension of period of Mahal shall be considered only in exceptional cases, and shall be at the discretion of the Government and any extension of operation period beyond three months from the date of issue of order should only be granted only on payment of 15% of total purchase price of the mahal.
5. That the Mahaldar shall not allow any unauthorised person to operate within the Mahal area as indicated in Schedule 'A'.
6. That the Mahaldar shall collect Forest produce exploited from the Mahal under the authority of this agreement in the depots previously sanctioned by the Divisional Forest Officer and remove them from time to time, by boat or truck or other means under cover or proper transit passes. Such transit passes must accompany each boat, truck or other mode of movement.
7. That the Mahaldar shall not in any way disturb or interfere with any other authorised operations which may commence in the areas specified in this agreement during the term of the Mahal nor he is authorised under the agreement to claim any compensation, whatsoever for any interference with his work which may result from any such operation.
8. The Mahaldar shall not interfere with the working of any other forest produce by other persons duly authorised by the Forest Officers during the currency of this Agreement nor shall he claim any compensation for any such work being permitted.
9. That this agreement does not give the Mahaldar any right to cut down trees or to cut and collect any other forest produce, whatsoever except Specified Forest produce and materials necessary (in the opinion of the Forest Officer) for putting up temporary huts in the area detailed in Schedule 'A' for the purpose of working the Mahal.
10. (1) That the Mahaldar shall pay the balance amount of purchase price of the Mahal viz. Rs. _____ (Rupees _____) only in addition to the first instalment ready referred to in the preamble to this agreement in the following manner.
 - (a) Second instalment of Rs. _____ before Dt. _____
 - (b) Third instalment of Rs. _____ before Dt. _____
 - (c) Successive instalment (if any) Rs. _____ before Dt. _____
- (2) That the non-payment of any instalment due will entail automatic termination of this agreement and the Mahaldar will not be allowed to work in the Mahal from such date from which he becomes defaulter. Besides, any revenue already paid and the security deposit already deposited shall be forfeited by the Principal Chief Conservator of Forests, Government of Mizoram, Aizawl as Forest revenue to the Government.
11. That the Mahaldar shall not be sublet or assign any right conferred upon him by this agreement to any other person.

12. That the Mahaldar may employ one or two agents to assist him in the work with previous permission (in writing) of the Forest Officers.
13. That the Mahaldar shall not employ any labourer or agent who has been black listed by any Government Department.
14. That in the event of the agreement being cancelled, all forest produce collected and lying in the Forest shall become the property of the Government.
15. That the Mahaldar shall be responsible for all breach of the conditions of this agreement committed by him and/or his agents and/or his employees and he will have to pay penalty as may be imposed by the Forest Officer for each and every breach, which shall be recoverable from him, his heirs, representatives or assigns as a public demand.
16. That this agreement is also liable to be cancelled by the vendor if the Mahaldar is found to have committed any offence against the Forest, Excise, opium or any other law in force within the area covered by the agreement.
17. That the vendor reserves the right to issue permits for Forest produce from the Mahal area to the Defence Department for defence purposes or for Departmental purposes under Environment & Forests Department as and when such demands are received. No compensation or remission will be entertained or payable to such Mahaldar in the event of granting of such permits to the Defence Department/Environment & Forests Department.
18. The Mahaldar will not be allowed to damage any Forest produce and he must conform to the silvicultural requirements.
19. As regards bamboo mahals, no destruction or damage shall be caused to any immature bamboos which are less than 2 years old. In case of bamboos occurring in clumps, any cutting of mature bamboo should be done uniformly throughout the clumps subject to the condition that at least 4-6 mature bamboos must be left standing along the periphery of the clump and not less than 10 (ten) clumps must be retained in each clump.
All bamboos intended for removal shall be cut at a height of 15 cm to 45 cm from the ground and in any case not below the first prominent node from the ground and settlement order shall have to follow the cutting rules as approved by the Forest Department strictly.
Extraction of sand shall be from the middle of the river bed after leaving $\frac{1}{4}$ of the river bank untouched. There shall be no extraction of sand during monsoon period i.e from to each year. No explosive shall be used for extraction of sand.

Killing of fish by any explosive or poisonous substances is strictly prohibited. Fishing by nets less than 5 centimetres square is absolutely prohibited. The Fishery shall not be drained dry by the mahaldar who shall be required to leave sufficient water for protection of fish and drinking purposes.
20. The Mahaldar shall be liable to make a payment upto double the prevailing market value of other Forest Produce as assessed by the Divisional Forest Officer if he is found to have damaged any such Forest Produce in course of his working the Mahals under the authority of this agreement.

21. That in the event of any dispute arising out of interpretation of any clause of the provision of this agreement, the decision of the vendor shall be final and binding upon the Mahaldar, and all disputes as to the performance of this agreement shall be resolved by way of arbitration as per the law in force.
22. That the Forest produce in the Mahal after settlement will remain at the Mahaldar's risk and the Forest Department will in no way be responsible for damage caused by fire or any other factors.
23. That the security deposit shall not be refunded to the Mahaldar until a period of three months has elapsed after the expiry or termination of this agreement.
24. That any excess collection beyond the stipulated quota of the mahal materials shall be penalised by charging at least three times the rate quoted for the entire mahal and subsequent offence of the similar nature will invite a penalty of 6 times the rate of the mahal and disqualification from bidding for next 3 years.

IN THE WITNESS WHEREOF, I SHRI _____ on behalf
of the Governor of Mizoram set my hand on day first written above.

Dated the _____

By order and in the name of the Governor of Mizoram

Witness :

(Signature and designation of the Officer granting
the Mahal)

1. _____

2. _____

I accept the terms and conditions of the agreement

Witness :

1. _____

(SIGNATURE OF THE MAHALDAR)

2. _____

SCHEDULE – A

Sl. No.	Name of the Mahal & Year	Boundary Description	Period of working	Max. quantity allowed for removal
1	2	3	4	5