

Nagaland Settlement of Forest Coupes and Mahals by Tender System Rules, 1969

NAGALAND

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Rule

NAGALAND-SETTLEMENT-OF-FOREST-COUPES-AND-MAHALS-BY-T of 1969

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Nagaland Settlement of Forest Coupes and Mahals by Tender System Rules, 1969Published vide Notification No. For-5 (Misc) 43/6/(10), dated Kohima, the 1st March, 1969Last Updated 18th February, 2020Notification No. For-V (Misc) 43/6/(10), dated Kohima, the 1st March, 1969. - In exercise of the powers conferred by Sections 32, 33 and 72 (c) of the Nagaland Forest Act, 1968 (Act No. 3 of 1968), the Governor of Nagaland is pleased to make the following rules for settlement of forest coupes and mahals by tender system.

1. Short title, extent and commencement.

(1)These rules shall be called the Nagaland Settlement of Forest Coupes and Mahals by Tender System Rules, 1969.(2)These rules shall apply to all areas to which the Nagaland Forest Act, 1968 applies.(3)They shall come into force with immediate effect.

2. Application of the rules. - (1) These rules shall be called the Nagaland Settlement of Forest Coupes and Mahals by Tender System Rules, 1969.

(2)They shall come into force at once.(3)They shall extend to all areas to which the Nagaland Forest Act, 1968 applies.

2. Definitions.

- In these rules, unless there is anything repugnant in the subject or context-(a)"Conservator" means the Conservator of Forests and includes "Chief Conservator of Forests" also ;(b)"Coupe" means a compact area wherein a number of trees are permarked for sale by auction or tender and for removal within specified period;(c)"Mahal" means a defined area wherefrom certain types of forest produce are sold on condition of their removal within a specified period.

3. Notice for tender.

- A notice calling for tender settlement of a coupe or a mahal shall be published in the official Gazette not less than 15 days before the last date fixed for submission of tender.

4. Particulars to be included in the notice.

- The notice shall state-(i)the name of the coupe or the mahal ;(ii)the particulars necessary for its identification ;(iii)the period for which it is proposed to be settled ;(iv)the last date and time for submission of tender ;(v)the officer to whom and the manner in which the tender is to be submitted ;(vi)the place at which the tender is to be submitted ;(vii)the earnest money that will have to be paid ;(viii)in the case of royalty-cum-monopoly sale, the minimum stipulated quantity should be quoted ;(ix)any other particulars deemed necessary by the authority calling for tender.

5. 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 fixed in the tender notice) by Bank Draft/ Treasury Challan for each coupe or mahal pledged to the officer calling for tender.(2)The earnest money shall be reduced by 50 per cent in case the tenderer belongs to any of the scheduled castes, scheduled tribes or the backward classes recognised by the State Government.

6. Tender and its enclosures.

(1)There shall be a separate tender for each coupe or mahal with the requisite court fee affixed to it.(2)Each tender shall be in the tender form prescribed in the Schedule below and tenderer shall state in tender his full name and address and his father's name (or husband's name if the tenderer is a woman) and full address, with post office and telegraph office.(3)The tenderer shall also state in the tender the maximum outright price or the monopoly fee per rupee of royalty, as the case may be, which is prepared to pay for each coupe or mahal and shall also make a declaration as follows : "I agree that I will not withdraw the tender offered by me during the time that will be required for intimation if acceptance of the tender for coupe/mahal being given to me, nor I will withdraw it afterwards, should my tender be accepted. If I withdraw the tender then I am liable to pay the whole sum of the tender or such amount on account of deficiency as in the opinion of the Conservator of Forests, Nagaland may be considered necessary to make good the whole of the loss and damage that

may be suffered by Government in consequence thereof, and I shall pay the same, and if I fail to pay it, then it will be recovered from me as arrear of land revenue.(4)The tender shall be accompanied with the following documents, namely :(i)A copy of the Treasury Challan or a Bank Draft evidencing deposit of the prescribed earnest money;(ii)An up to date income tax clearance certificate for those who have to pay income tax ;(iii)If a tender is submitted on behalf of a co- operative society or firm or a joint stock company then in addition to the requirements of (i) and (ii) above the original or certified copy of the registration certificate of the society or the firm or the company given by the respective Registrar in Nagaland, and the copy or the resolution authorising the person who signs the tender to manage the business of such society, firm or company on its behalf, and to undertake the liabilities as a tenderer on behalf of the society, firm and company and information regarding authorised, subscribed and paid up capital of the concern ;(iv)If the tender is submitted by a person belonging to any scheduled caste, scheduled tribe or other backward classes, then in addition to the requirements of (i) to (iii) above the original or certified copy of the certificate in support of his claim to belong to such community from the Deputy Commissioner of the District or the officer-in-charge of the sub- division within whose territorial jurisdiction the tenderer permanently resides ;(v)Documents evidencing financial soundness of the tenderer :Provided that such documentary evidence shall not be? necessary in the case of a tenderer who has been registered under any rule prescribed by the State Government for registration of forest contractors, but in such case he shall furnish the particulars of his registration.

7. Any other conditions not inconsistent with the rules.

- The authority calling for tender may call for any other particulars from the intending tenderer with a view to identifying the tenderer or to eliciting information about his financial soundness.

8. Procedure for dealing with the tenders.

(1)After the scrutiny of the tenders, the order if acceptance of any tender shall be passed by the respective competent authorities whose competency shall be according to the delegation of financial powers under the Delegation of Financial and Cognate Powers Rules, 1964 and as amended from time to time.(2)Where according to the limit of financial power under the Delegation of Financial and Cognate Powers Rules, 1964, the officer receiving the tenders is not competent to pass order of acceptance of tender, he shall forward the tender papers with his comments to his next higher authority for necessary action.

9. Appeal and review.

(1)An appeal shall lie, within 15 days from the date of issue of the order of acceptance of tender as follows :(a)against the order passed by the Divisional Forest Officer-to the Conservator whose order in appeal shall be final;(b)against the order passed by the Conservator-to the Governor of Nagaland whose order in appeal shall be final.(2)A petition shall lie to the Governor for review of his original order within 15 days from the date of issue of such order but no petition for review of appellate order of Governor shall lie.(3)The appeal or the review petition, as the case may be, shall be in triplicate, two copies of which shall be submitted to the appellate or reviewing authority and one copy shall be

simultaneously sent by the appellate or the petitioner to the Divisional Forest Officer direct. Only the principal copy need be affixed the requisite court fee.

10. No obligation to accept highest or any tenders.

- There shall no be obligation on the part of the competent authority to accept the highest or any tender or to assign reason for rejecting any tender.

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

(1) Subject to the suitability and ability of the tenderer to perform the work satisfactorily, preference and concession in settlement of a coupe or mahal shall be admissible in the following manner to person belonging to any of the scheduled castes, scheduled tribes or other backward classes recognised by the State Government, provided the recognised highest offer for the coupe or the mahal does not to exceed Rs.50,000-(a) If the offer from a member of the above mentioned categories of persons is within 7 1/2 per cent of the recognised highest offer, the coupe or the mahal shall be settled with such person at his own offer ;(b) Even if the offer from a member of the above mentioned categories of persons is not within 7-1/2 per cent of the recognised highest offer, the coupe or the mahal may, at the discretion of the competent authority, be settled with such person at an amount of 7-1/2 per cent less than the recognised highest offer.(2)(a) The preference and the concession mentioned in sub-rule (1) above shall be admissible to a co-operative society, provided not less than 50 per cent of the members thereof are persons belonging to scheduled castes, scheduled tribes or other backward classes.(b) As between individual members of the categories mentioned in sub-rule (1) above, and a co-operative society formed in the manner of (a) above the co-operative society shall be given preference over the individuals.(3) No preferential treatment and concession as mentioned in (1) and (2) above shall be admissible when the recognised highest offer for the coupe or the mahal exceeds Rs. 50,000.

12. No joint settlement.

- No coupe or mahal shall be settled jointly with more than one person except in the case of a co-operative society or a firm or a joint company duly registered in the office of the appropriate Registering Authority in Nagaland.

13. Option to refuse settlement with a defaulter.

- The authority competent to make settlement shall have the discretion to refuse settlement with a tenderer who, though otherwise suitable, is a defaulter in respect of any forest revenue in any forest division in Nagaland.

14. Security deposit.

(1)The tender whose tenderer has been accepted shall within 15 days of the issue of the final order of acceptance, make a security deposit in manner directed by the authority competent to make the settlement.(2)The amount of such security shall be at the following rates, namely :(i)10 per cent on the first Rs. 2,000 of the maximum at which the coupe or the mahal is settled, subject to a maximum of Rs.100 ;(ii)5 per cent of the amount in excess of Rs. 2,000 subject to a minimum of Rs. 200.(3)In the case of a tenderer belonging to any of the scheduled castes/scheduled tribes or other backward classes, the amount of security deposit mentioned in sub-rule(2) above shall be reduced by 50 per cent.(4)The authority competent to make settlement may, in discretion call for additional security which together with the ordinary security mentioned in sub-rules (2) and (3) above shall not exceed 25 per cent of the total value at which the coupe or mahal is settled.

15. Instalments.

- The amount at which the coupe or mahal is settled shall be paid in the following manner :(i)Where it is settled for one year, in four equal instalments at interval of not more than 2 months each, the first instalment falling due on the same day on which the security deposit is required to be made.(ii)Where it is settled for less than one year, in two equal instalments the first instalment falling due on the same day on which the security deposit is required to be made, and the second instalment not less than 2 months before the expiration of the period of settlement.(iii)Where it is settled for more than one year, the total amount payable for each year shall be paid in four equal instalments at interval of not more than 2 months each, the first instalment of the first year falling due on the same day on which the security deposit is required to be made and the first instalment in succeeding year falling due at the beginning of each year.

16. Agreement.

- An agreement of settlement shall be executed, within one week of the payment of the security money as mentioned in Rule 14 by the tenderer, when tender has been accepted by the competent authority.

17. Cancellation and resale for failure to pay security and instalments, and to execute agreement.

- If the tenderer whose tender has been accepted fails to pay on due dates the security mentioned in Rule 14 or to pay the instalment mentioned in Rule 15, or to execute the agreement mentioned in Rule 16, the settlement of the coupe or the mahal shall be liable to be cancelled and the coupe or the mahal may be re-settled for the remaining part of the settlement period at the risk of such tenderer as regards the loss to Government and if the proceeds on re-settlement are less than the value at which it was originally settled, the difference shall be realisable from him ; and further, the earnest money and the security if already deposited shall be liable to be forfeited.

18. Mode of realisation of amount.

- Any amount due under these rules shall be recoverable as arrears of land revenue.

19. Power of Attorney.

- No power of attorney or mortgage deed or any encumbrance shall be recognised in respect of the coupe or the mahal except when executed with previous permission in writing from the authority competent to make the settlement.

20. Right of withdrawal of any coupe or mahal.

- The authority competent to make settlement shall have the right to withdraw any coupe or mahal from settlement at any time before issue of final order of acceptance of tender.

21. Extension of the period of settlement.

(1) No extension of the period of settlement shall ordinarily be admissible. (2) In case, however, there is delay in passing final order of settlement by more than 2 months beyond the date from which the period of settlement is to commence, the Divisional Forest Officer within whose jurisdiction the coupe or mahal is situated may give extension by so much time as been lost beyond the aforementioned 2 months, provided such delay was not caused by any lapses on the part of the tenderer himself. (3) Where, under exceptional circumstances, any extension beyond the time mentioned in sub-rule (2) above is found to be justified, such extension may be given on the following conditions: (i) Extension under sub-rule (2) shall not exceed one year; (ii) Extension under this sub-rule may be given only by the authority which passed by the final order of acceptance of tender. When such extension is granted by an authority other than the Governor, the special circumstances under which the extension is given should be immediately communicated to the next higher authority in writing, along with a copy of the extension order; (iii) an extension fee for any extension given under this sub-rule shall be payable at progressive rates namely: (a) for the first 6 months under such extension, one per cent of total value at which the coupe is settled; (b) beyond the first 6 months, 2 per cent of such total value.

22.

The settlement of a coupe or mahal under these rules shall be without prejudice to the working of other forest produce or catching of elephants inside the coupe or the mahal by other coupe holders or mahaldars during the same period.

"A"

Tender form To..... (Here state the designation and address of the officer to whom the tender is to be submitted) I hereby submit my tender as follows :

1. Full name address of the tenderer.....

(In block letters)Postoffice.....Telegraph office.....

2. Name of the father or the husband of the tenderer.....

Address.....Post office.....Telegraph office.....

3. Previous experience, if any.....

4. Reference to tender notice.....

5. The name and description of the coupe/mahal for which the tender is given.....

6. The outright price offered by the tenderer for the coupe/mahal. or

The monopoly fee per rupee of royalty offered by the tenderer for the coupe/mahal.....Declaration-"I agree that I will not withdraw the tender offered by me above during the time that will be required for intimation of acceptance of the above tender for coupe/mahal given to me; nor will I withdraw it afterwards, should my tender being accepted. If I withdraw the tender, then I am liable to pay the whole sum of the tender or such amount on account of deficiency as in the opinion of the Conservator of Forests, Nagaland may be considered necessary to make good the whole of the loss and damages that may be suffered by Government in consequence thereof and I shall pay the same, and if I fail to pay it, will be recovered from me as arrear of land revenue".Signature of the tendererDate.....Enclosures:(a)Treasury Challan No date or pledged bank draft of the approved Scheduled Bank dated as evidence of deposit of earnest money.(b)Income-tax clearance certificate, dated....(c)Documents in evidence of the financial soundness of the tenderer ;(d)In case of co-operative society or firm, or joint stock company : (i)Original or certified copy of the Registration Certificate from the Registrar concerned in Assam ;(ii)The certified copy of the resolution authorising the person who signs the tender to manage the business of such society, firm or company and to undertake the liabilities as a tenderer on behalf of the society, firm or company concerned ;(iii)Statement regarding authorised, subscribed and paid up capital.(e)In case of a tenderer belonging to any of the scheduled castes/ scheduled tribes or

other backward classes, the original or certified copy in support of his claim to belong to such community from the Deputy Commissioner or Sub-Divisional Officer

.....dated.....Note. - The tenderer is advised to strike out those portions of the form which do not apply to his tender.