

# **Proposed Draft Sand Rule 2019**

## **NOTIFICATION**

In exercise of the powers conferred by section 15 and section 23C read with section 9B, of the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957), the State Government, hereby, makes the following rules regarding sand (Mining, Transportation, Storage and Trading), namely:-

### **RULES**

#### **Chapter -I**

#### **Preliminary**

#### **1. Short Title, Extent and Commencement.-**

- (1) These rules may be called the Madhya Pradesh Sand (Mining, Transportation, Storage and Trading) Rule, 2019.
- (2) They shall extend to whole State of Madhya Pradesh.
- (3) They shall come into force from the date of their publication in the Madhya Pradesh Gazette.

#### **2. Definitions.-**

- (1) In these rules, unless the context otherwise requires,
  - (a) **“Act”** means the Mines and Minerals (Development and Regulation) Act, 1957 (No. 67 of 1957);
  - (b) **“Corporation”** means, The Madhya Pradesh State Mining Corporation Limited;
  - (c) **“District Mineral Foundation”** shall have the same meaning as assigned to it in Madhya Pradesh District Mineral Foundation Rule 2016;
  - (d) **“Form”** means Form appended to these rules;
  - (e) **“Government”** means, Government of Madhya Pradesh;

- (f) **“Gram Panchayat”, “Janpad Panchayat”, “Zila Panchayat”** and **“Gram Sabha”** shall have the same meaning as has been respectively assigned to them in the Madhya Pradesh Panchayat Raj Evam Swaraj Adhiniyam, 1993 (No.1 of 1994);
  - (g) **“Licencing Authority”** means such officer who has been authorised to sanction sand mines/issue letter of intent and grant licence under these rules;
  - (h) **“Mineral sand”** means, Ordinary sand, Bajri as is defined in section 3(e) of Mines and Minerals (Development and Regulation) Act, 1957;
  - (i) **“Nagar Palika”** shall have the same meaning as assigned to them in Madhya Pradesh Nagar Palika Adhiniyam, 1961(37 of 1961);
  - (j) **“Prescribed”** means, instructions issued by State Government under these rules;
  - (k) **“Storage License”** means, License granted under these rules to store and trading of mineral sand;
  - (l) **“Storage Place”** means such place where mineral sand is stored for commercial purpose;
  - (m) **“Urban Body”** means, Nagar Nigam, Nagar Palika, Nagar Parishad as the case may be;
  - (n) **“Water User Association”** shall have the same meaning as is assigned to it in Madhya Pradesh Sinchai Prabandh Me Krishko Ki Bhagidari Adhiniyam, 1999;
- (2) Words and Expressions used but not defined in these rules shall have the same meaning as assigned to them in the Act or Rules made there under.

**3. Restrictions:-** The following restrictions shall be applied with regard to mineral sand,-

- (1) No vehicle shall cause to be transported the mineral sand from the sanctioned quarry or storage place without prescribed transit pass.
- (2) No vehicle shall cause to be transported without substantial entry in Transit Pass (as quantity of mineral, date/time of transport, time to be taken to reach to destination place, etc.).
- (3) No person, except the valid contractor, shall be permitted to store mineral sand for commercial purpose or for use in commercial construction, quantity more than the quantity specified in these rules.
- (4) The vehicles engaged in sand transportation without GPS or establishing of machine of equivalent technique as prescribed, shall be prohibited after the date of notification by the State Government.
- (5) Extraction and removal of sand from the following area shall be prohibited as provided in sustainable sand mining guidelines, 2016 issued by Government of India,-
  - (a) within 200 meters from any bridge;
  - (b) within 200 meter upstream and downstream areas of any water supply scheme or water resources scheme;
  - (c) within 100 meter from edge of national highway and Railway line;
  - (d) within 50 meter from any canal, reservoir or building;
  - (e) within 50 meter from edge of state highway and 10 meters from edge of other village road;

- (f) within fixed distance from any areas which has been built to control the flood;
- (g) within 200 meter distance from the place of cultural, religious, historical, and archaeological importance or within the distance as provided in the Act/Rule;
- (h) such areas which have been declared prohibited by Collector due to environmental or other reasons:

Provided that, on receipt of representation, permission to grant for mining within the limit of prohibited area may be considered, after getting NOC/Consent from the concerned administrative department.

- (6) There shall be complete ban on mining, loading and storage of sand by machines from the sanctioned quarries in river Narmada. Sand mining, loading and storage from quarries having area upto 5.00 hectare situated on other rivers shall be done by the committee of local labourers and quarries having area more than 5.000 hectare, local labourers shall be given priority for sand mining, loading and storage. The use of machines for sand mining in other rivers may be given depending upon the requirement and approval in mining plan and environmental clearance.

#### **4. Exemptions.-**

- (1) The sand from nearest sanctioned quarry may be obtained only after payment of royalty for Government project or other beneficiary works (Swachchha Bharat Abhiyan, Pradhanmantri Awas Yojna etc.) undertaken by Panchayat/Urban body. The total amount of royalty deposited by Panchayat/Urban body (excluding

loading and transportation) shall be refunded based on necessary enquiry and certification:

Provided that, if the works for Panchayat/Urban body is done by contractor, the above deposited royalty shall not be refunded.

- (2) Maximum 10 cubic meter sand in a year may be used by the member of SC/ST labourers, artisans and rural agriculturist for the construction of own house, repair, construction of wells and in agricultural works, from the area demarcated and selected by the Gram Sabha in their jurisdiction.
- (3) Hereditary Kumhars, Members of SC/ST or Co-operative Society of such group, engaged in making pots, tiles and bricks by traditional means may obtain the sand without payment of royalty/administrative charges from the areas demarcated and selected for such purpose within the respective jurisdiction of Gram Sabha.

## **Chapter II**

### **Demarcation, Declaration and Making Group of New sand quarries.-**

- 5. (1) Demarcation of sand quarries-** The Collector, shall identify new sand bearing areas in rivers or on other places of the State. D.G.P.S. survey shall be carried out and its location on revenue map alongwith Latitude and Longitudes shall be marked:

Provided that the sand quarries demarcated and declared prior to the commencement of these rules, may be amended by following the same procedure as required.

- (2) Declaration of sand quarries-** The sand quarry identified as per sub-rule (1) above shall be declared by the Collector, after making such inquiry as he deems fit, on receipt of information/application/proposal. Prior to declaring sand quarry, opinion from the concerned Gram Panchayat/Urban Body shall be

obtained and for this purpose a formal order shall be issued:

Provided, if no opinion/advise of the concerned Gram Panchayat/Urban Body is received within a period of 15 days, the Collector, by presuming that there is no objection, shall declare new sand quarries in non-scheduled areas only:

Provided further that, if any objection is received from concerned Gram Panchayat/Urban Body within stipulated period, the Collector by disposing off the objections on merit shall take appropriate decision regarding declaration of quarry:

Provided further that, prior to declaration of sand quarry consent/no objection of Gram Sabha shall be mandatory in scheduled areas:

Provided also that, the declaration of such sand bearing areas shall not be necessary separately which are operational or have been auctioned earlier.

**(3) Making of group of the sand quarry.-**

- (a) The Collector shall make the group of sand quarries and send proposal to the Director along with details of area, boundary, revenue map, Khasra-Panchsala, Latitude-Longitude for each quarry included in group.
- (b) The group shall be constituted on the basis of geographical location and revenue boundary (Tehsil, District) as far as possible.
- (c) While making the group, total area of sand quarries included in the group and approximate available quantity of sand shall be taken into consideration.

- (d) The proposal of constituted group sent by the Collector shall be finalised by Director.

### **Chapter-III**

#### **Estimation of available quantity of sand in declared sand quarries and fixation of preliminary base price (upset price).-**

6. Estimation of quantity available in declared sand quarries-
- (1) The Collector, with the help of Corporation, shall make the quarry- wise estimate of mineable quantity of available sand, in demarcated and declared sand quarries.
  - (2) The multiplication of the Area of declared quarry and its actual depth upto which sand is available (maximum 3 meter or water level whichever is less), shall be the mineable quantity of that sand quarry.

For Example:-

Area of quarry-4.000 hectare means 40000 square meter

Actual depth-2.50 meter

Mineable Quantity-  $40000 \times 2.5 = 1,00,000$  cubic meter per year.

- (3) The Permission to mine, in sand quarries up to 3 meter depth from the surface or upto water level, whichever is less, shall be legal. Hence while estimating quantity maximum up to 3 meters depth shall be the base for estimation of mineable quantity.
- (4) The sum of quantity of available sand in all the demarcated and declared sand quarries included in the group shall be the total mineable quantity of the group.

#### **7. Fixation of the preliminary base price (upset price).-**

- (1) The multiplication of quantity of available sand in each quarry of the group separately and the amount payable at the rate of Rs. 125 per cubic meter shall be the preliminary base price (upset price) of that quarry.

- (2) For e-Tender, the sum of preliminary base price calculated sperately for the quarries included in group, shall be the preliminary base price (upset price) of that group.

### **Chapter IV**

#### **Procedure and period of e-Tender of the group of sand quarry**

**8. e-Tender.-** The demarcated and declared sand quarries shall be disposed off group-wise by the corporation through e-tender and the procedure thereof shall be as under:-

- (1) In consultation with the Department of Science and Technology, Government of Madhya Pradesh the authorised portal shall be used for e-Tender and necessary fees etc. shall be paid by the corporation.
- (2) The interested tenderer shall be required to get registered on the portal after payment of fee fixed for registration. After registration the registered person/Institution shall get a log-in ID.
- (3) Information regarding e-Tender programme shall be published atleast 07 days prior to date of invitation of tender in the News papers.
- (4) The Registered person/Institution may see the tender Notice of demarcated/declared group of sand quarries for minimum 7 days from the date of its display on the portal, which shall include the following particulars:-

#### **Details of group of quarries included in e- Tender**

**Group Name/Number.....**

**Date of submission of tender.....Time.....**

No.	District	Tehsil	Village	Khasra No.	Area in Hectare	Latitude-Longitude	approximate Quantity in cubic meter	Upset price in Rs.



- (5) After viewing the details as above, the registered person/Institution as desired, prior to participate in tender for group, shall execute an agreement in **Form-I** with the Corporation of such intention that spot inspection of sand quarries of group by him has been made and he is satisfied with the quantity of sand available in quarries included in the group, approach road and other relevant aspect. No complaint/objections after completion of tender process shall be submitted or no suit in any court in this regard shall be instituted. After completion of tender process, by making payment of dues in stipulated time and complying the formalities is agreed for operation of the quarry. This agreement may be taken as online consent also.
- (6) The Registered persons/Institutions as desired shall be eligible to submit the tender for more than one group and 25% amount of upset price fixed for each group, shall be deposited separately online as E.M.D in an account maintained by the corporation, then only may participate in tender process.
- (7) The amount of E.M.D. deposited as above, in case of successful tenderer, shall remain deposited as security deposit in a fixed account and shall be refundable only after expiry of the contract period on due compliance of the terms and conditions of the contract and successful operation of the sand quarry. As per sub-rule (8) of this rule, except the second highest tenderer as the case may be, the amount of E.M.D. of remaining tenderers shall be refunded online.

- (8) The date and time of tender of group for the tender process shall be fixed and after expiry of this period, all the tenders received for any specific group shall be opened as per the date mentioned in tender document. The Corporation by declaring the highest tenderer as successful tenderer from the tenders received, shall intimate in **Form-II** to the concerned Collector. Beside this, the Collector shall also be informed by the corporation about the second highest tenderer if the difference of his tender amount is not more than 10% of the tender amount of highest tenderer. Thereafter the process as mentioned in rule 11 may be started.
- (9) In first invitation if only single tender is received for any specific group in the tender process the process shall be cancelled and the tender of quarry group shall be re-invited.
- (10) If a single tender is received in the second or third consecutive tender of any group and tender amount is 10% or more than the upset price fixed for the group, such single tenderer shall be declared as successful tenderer and the Collector shall be intimated by the corporation.
- (11) If no offer is received in three consecutive tenders for any group or the tender amount is less than the upset price fixed, the Director shall enquire about reasons and proceed for all such act/remedy, including reconstitution of the group so that tender may be received for that sand quarries of the group.

**9. Period of sand group included in tender.-** The contract period of quarries of the group shall be 3 years and first year shall be calculated from the date of execution of agreement to 30<sup>th</sup> June of the year and last period shall be 30<sup>th</sup> June of the third year.

**For example:-**

If the agreement is executed on 5<sup>th</sup> October 2019 the period of the group shall be calculated as under :-

Sr. Number	Year	Period
1.	First year	05 Oct. 2019 to 30 June 2020
2.	Second year	1 July 2020 TO 30 June 2021
3.	Third year	1 July 2021 TO 30 June 2022

**10. Fixation and Payment of Contract amount.-** (1) The highest amount received in the tender shall be the annual contract amount and in the first year of the contract the annual contract amount shall be payable only. In the second and third year of the contract, 10% more than the annual contract amount, shall be payable.

**For example:-**

Preliminary Upset price of group 18.00 crore

Highest tender amount received (Annual contract amount)

21.00 crore

No.	Item	Amt. Payable in First year Rs.	Amt. Payable in Second year Rs.	Amt. Payable in Third year Rs.
1.	Percentage of rise	-	10%	10%
2.	Increased Amount	-	2.10 crore	2.10 crore
3.	Total amount payable	21 crore	23.10 crore	25.20 crore

**Note:-** If the agreement of any group is executed in the middle of the year, the contract money for the first year shall be payable in proportion to the period of working. Fixation of the contract money is done on annual basis and its 1/12 part shall be the monthly amount. If during the first year of any contract 7 months working period is available, the contract amount shall be equally divided into 12 parts and amount for the 7 months period, shall be payable.

- (2) The annual contract amount shall be payable in advance on the first day of the quarter in four equal quarterly **installments**. If the first day of the quarter is the Government holiday the quarterly installment shall be deposited on the next day. The amount of first installment shall be payable on the date of execution of the agreement. The calculation and payment of the contract amount shall be done from the date of execution of the agreement (The amount of first installment shall be proportionately calculated from the date of execution till the end of calendar quarter thereafter the ensuing installments shall be calculated for the calendar quarter).
- (3) The whole annual contract money for the group shall be payable on commencing mining operation in any one or more quarry included in the group after getting statutory permission.
- (4) In addition to the contract amount, all other taxes, fees and Government payment shall be payable separately.

## Chapter -V

### Proceedings after e-tender of sand quarry of the group

#### 11. Proceedings after e-Tender.-

- (1) The Collector shall issue information letter to the successful tenderer declared by the Corporation to deposit 50% amount of highest tender amount within 03 working days in an account maintained by the corporation (as shown in tender notice). This amount shall include amount deposited by the successful tenderer as E.M.D. 25% of the annual contract amount as EMD shall be kept secured for entire contract period and remaining 25% amount shall be treated/adjusted against first installment.
- (2) If the successful tenderer fails to deposit the amount within stipulated period of 03 days, The successful tenderer may after specifying the reasons, request to the Collector to grant additional time period. The Collector may grant maximum 10 days additional time period on the basis of appropriate reasons.
- (3) Upon depositing the amount within fixed or in additional time period by the successful tenderer, the Collector shall issue a letter of intent in **Form-III** to complete all legal formalities within 07 working days. All the formalities/permissions of individual quarry in a group shall be obtained/completed as per rule. After issuance of letter of intent to the highest tenderer, amount of E.M.D. deposited by second highest tenderer shall be refunded online.

- (4) If the successful tenderer fails to deposit amount payable by him in time or in extended time as prescribed under sub-rule (1), the Collector shall confiscate E.M.D. amount and inform to the Corporation and order of cancellation of tender submitted shall be issued by Collector.
- (5) If the highest tenderer fails to deposit the amount payable, the Collector shall cancel his tender. The second highest tenderer as intimated earlier by the corporation whose difference of tender amount is not more than 10% of the amount of highest tenderer, shall be declared new highest tenderer (successful tenderer) by the Collector. Such successful tenderer shall be issued a notice to complete the formalities under sub-rule (1). Upon depositing the amount within the prescribed period, the Collector shall issue a letter of intent in **Form-III** for completing the necessary formalities.
- (6) In case of non-payment of the amount payable by new highest tenderer within time as above, the proceedings for re-tendering of the group shall be adopted.
- (7) After completion of the tender process, State Government may authorise any other authority like Madhya Pradesh State Mining Corporation etc. in place of Collector to issue the letter of intent and take further action for any particular district or districts/groups. Under such condition in all rules/instructions and agreement wherever mention of Collector in this context is made, such authority shall be therein deemed accepted.

**Chapter –VI**  
**Statutory Permissions**

**12. Statutory Permissions.-** The statutory permissions/formalities for each sand quarry of the group may be obtained/completed, as per rule. All the statutory permissions (e.g. Mining Plan, Environmental Clearance, Water and Air Consent etc.) required for the operation of the sand quarry shall be obtained by the successful tenderer. The successful tenderer may start mining operation only after obtaining the statutory permissions as per rule 14. Excavation without statutory permission or excavation in excess quantity than permitted quantity in statutory permission, in such condition 100% cost of the excavated mineral and amount of compensation towards environmental damage shall be recoverable from the contractor. The statutory permission are as follows:-

**(1) Mining Plan-**

- (a) The successful tenderer shall submit mining plan for approval to the Collector within a period of one month from the date of issuance of letter of intent. The Mining Plan shall be prepared by the Recognised Qualified Person (R.Q.P.), authorised by the Director.
- (b) The mining plan shall consist of the location (latitude-longitude) of the mines, quantity of mineable sand available in the sand quarry and other issues, as provided for in Madhya Pradesh Minor Mineral Rules 1996.

- (c) The Collector shall approve the mining plan on the basis of recommendations of the technically qualified officer (Post Graduate Degree Holder in Geology/Applied Geology) of the department posted in the district and in case if in any district technically qualified officer is not posted, in such case concerned Regional head or Director shall approve the mining plans.
- (d) The mining plan shall be prepared only on the basis of actual quantity available/estimated and all the Mining operations shall be carried-out in accordance with the approved mining plan.
- (2) **Environmental Clearance-** The successful tenderer after getting approved mining plan, within a maximum period of 15 days, shall submit application before the competent authority to obtain Environmental Clearance in accordance with notification issued by Ministry of Environment, Forest and Climate Changes.
- (3) **Water and Air Consent-** The successful tenderer after getting environmental clearance within a maximum period of 7 days, shall submit application before the competent authority for obtaining the consent under the Water (Prevention of pollution and control) Act, 1974 and the Air (Prevention of Pollution and Control) Act 1981.
- (4) **Permissible Quantity-**The mining shall be permitted upto mineable quantity fixed in mining plan, environmental clearance, water and air consent (whichever is less).



- (5) The annual contract amount shall not be reduced in any case if there is reduction in mineable quantity in approved mining plan, environmental clearance, water and air Consent.
- (6) All the above statutory permissions shall be obtained within a time limit. The corporation shall supervise for the permissions being taken for each group by the group contractor. In case of any delay, carelessness or lack of interest proceedings for cancellation of letter of intent may be initiated.

**Chapter- VII**  
**Execution of Agreement and Commencement of Mining**  
**Operation**

**13. Execution of Agreement.-**

- (1) The successful tenderer after completing/getting all the statutory formalities, shall submit, annual action plan in **Form-IV** to the Collector for the quarries included in the group. Successful tenderer shall submit an undertaking in **Form-I** to the Collector stating that the mineral upto the permitted limit shall be extracted. As per sub-rule (2) of rule 14, shall deposit the highest tender amount received for the group and is ready to execute the agreement of any particular quarry included in the group.
- (2) The quarry wise contract agreement may be executed separately in **Form-V** within 15 days from the date of submission of the undertaking, as above and separate surety bonds shall be submitted for each quarry in **Form-VI**. Agreement shall be registered under the provisions of Indian Stamp and Registration Act, 1908 (No.16 of 1908).
- (3) The successful tenderer shall prepare annual working plan for the quantity to be dispatched every month from the quarry in such manner that the total permissible mineable quantity fixed for the year is despatched entirely, in that year.
- (4) If amount payable for the quantity to be despatched in any quarter is more than the amount of installment paid for that quarter then the additional amount shall be payable in addition to contract installment. Otherwise the Collector shall stop issuance of transit

pass required for transportation of mineral. The additional amount so deposited and quantity extracted or to be extracted shall be adjustable in annual contract money and as per annual action plan.

**14. Commencement of the Mining Operations.-**

- (1) The successful tenderer, after execution of agreement and registration but prior to commencement of the mining operation, shall inform to the Collector about such intention. After Commencement of the mining operation the objection regarding available quantity of mineral in quarry, approach road and other related issues shall not be acceptable.
- (2) On the condition of depositing the contract amount of the group on the prescribed date as mentioned in the agreement, the mining operation of the quarry may be started as and when the statutory permission is received. It shall not be compulsory to obtain statutory permission for all the quarries of the group simultaneously.

**15. Cancellation of the Contracts.-**

- (1) The Collector shall, issue show cause notice to the contractor, on violation of any of the term and condition of the agreement, non compliance of environmental rules, excavation out of the sanction area, excavation more than the permissible quantity or any other serious mistake. Collector, after examining the reply received from the contractor regarding violation, shall send proposal alongwith opinion, to the Director. The Director may either cancel the contract or duly take any other decision on the proposal received from the Collector.

- (2) No such order of cancellation of the contract shall be passed against any person interested without giving opportunity of being heard.
- (3) The appeal, against the order passed by the Director, may be submitted to the State Government.

**16. Surrender of the Group.-** The contractor at any time after making payment of all the dues to the State Government may surrender the group by giving six months prior notice to the Collector:

Provided, once the application for surrender of the group is submitted, it shall be irrevocable and the State Government shall accept such surrender within stipulated time and the contractor shall handover the possession of the group as per the terms and conditions of the contract agreement:

Provided further that, upon receipt of application of surrender of the group the process of re-tender of the group shall be initiated by corporation.

Provided further that, the application submitted for surrender of the group in the third year or six months prior to expiry of agreement contract period shall not be entertained.

**Chapter VIII**  
**Disposal of Sand on Private Land**

**17. Disposal/Permit of mineral sand available on Private Land.-**

- (1) All the License/Permissions granted for mining of sand on private land under the provisions of M.P. Sand Rules, 2018 prior to commencement of these rules shall be deemed to be cancelled from the date of publication of this notification, the royalty deposited in advance, if any shall be refunded by the Collector to the licensee.
- (2) During the agreement period, permission for excavation of additional quantity of sand on private land may be given to the valid contractor of any group, on the basis of consent from land owner.
- (3) The contractor of the nearest group shall submit application in **Form-VII** to the Collector for obtaining license for sand available on private land. The fees of Rs. 5000 (Five Thousand Rupees) per hectare or part thereof, shall be deposited in prescribed head along with application. The applicant shall submit khasra Panchsala of applied land and an affidavit of the consent of the land owner and an affidavit stating that, no royalty or any other govt. dues are outstanding against him.
- (4) The Collector after making necessary enquiry and on the basis of quantity available may dispose-off the application of 1.00 hectare area. Where the applied area is more than 1.00 hectare, the Collector shall send the proposal to the Director to take appropriate decision for grant of license.

- (5) The quantity in license to be granted on private land shall not exceed more than 10% of the mineable quantity of that group.
- (6) An amount equal to 50% of calculated royalty of available/estimated quantity in the license area shall be deposited as security amount. This security amount shall be adjustable against the royalty payable in advance.  
The permission to issue transit pass for the transportation of the sand from the license area shall be given only after depositing 50% amount of calculated royalty of available/estimated quantity in the license area.
- (7) The period of License shall not be more than one year.
- (8) The Licensee shall start the mining operation only after obtaining statutory permissions required under these rules.
- (9) The permission for transport of the excavated sand shall be given after depositing payment in advance at the rate of per cubic meter according to the highest tender amount received for the group.
- (10) The transportation of sand from place of license to the destination shall not be done without the transit pass.
- (11) The permissible quantity for mining shall be limited to (Mining plan, Environmental clearance, Water and Air consent) whichever is less. In case of violation the permission may be liable to be cancelled with immediate effect and as per rule the value of additional quantity excavated shall be recoverable.
- (12) The private land owner shall not be given direct permission for mining and sale of sand.

## **Chapter IX**

### **Storage of mineral sand**

#### **18. Storage of mineral sand.-**

- (1) All the License granted for storage of sand prior to the commencement of these rules shall be deemed to be cancelled from the date of publication of this notification. The permission for disposal of sand validly stored shall be given. The licensee shall furnish details of quantity of mineral stored on storage place to the Collector within a period of 7 days from the date of notification.
- (2) The licensee, after the publication of this notification shall not store new stock of sand, of storage place.
- (3) The Collector shall, after receiving such details, enquire and verify the quantity of mineral stored. The permission may be accorded, to the licensee to remove/dispose-off quantity upto 1.00 lakh cubic meter sand stored legally, within a maximum period of 30 days. The arrangement for special permission for disposal shall be made on portal by the corporation, the period fixed may not be enhanced and the licensee may not be granted permission more than once from one storage place.
- (4) If the quantity of mineral stored on storage place is more than 1.00 lakh cubic meter, the Collector after verification shall send proposal with recommendation to the Director. The Director after examining and fixing the period shall proceed for granting permission. The Director may grant maximum 90 days period for disposal of sand stored.
- (5) In case of non-disposal of whole quantity of sand from the storage place within the period given by

Collector/Director as above, the Collector shall forfeit remaining quantity, disposal of the same shall be done as per the procedure prescribed by the State Government.

- (6) The permission to the contractor of the group for storage of sand mineral for commercial purpose shall only be given beyond 2 km but within the limit of 5 km from the valid sand quarry.

Provided, permission to any person other than the valid contractor shall be given for storage, beyond the 50 km. periphery from any sanctioned sand quarry:

Provided further that the above restrictions shall not be applicable in the Bhopal, Jabalpur, Indore and Gwalior Districts:

Provided further that, the final decision shall be taken by the State Government, if any practical difficulty arises in relation to above restriction.

- (7) The application for grant of storage license shall be submitted as follows:-
- (a) Application in **Form-VIII**.
  - (b) Copy of challan alongwith application fee of Rs. 5000 deposited under prescribed head under these rules;
  - (c) Latest revenue maps and khasra panchsala of place of storage;
  - (d) NOC issued by Tehsildar in case the storage place is a govt. land and affidavit showing the consent of land owner in case of private land;
  - (e) Affidavit of applicant for storage license stating that no mineral revenue or govt. money is outstanding against him.



- (8) The Collector by verifying the fact from the corporation that there is no sand quarry within 50 km periphery from storage place and after such enquiry as he deems fit shall grant, storage license.
- (9) The period of license shall not exceed than the period of contract of group and in case of cancellation or expiration of contract the license shall expire automatically.
- (10) The sand, stored in a storage place shall not be transported anywhere without prescribed transit pass (e-TP).
- (11) In case of expiry or cancellation of the contract the licensee shall remove the sand available on the storage place within a period of one month from the date of such expiry or cancellation of the contract, otherwise the mineral available on storage place shall be forfeited. Such forfeited mineral shall be disposed off by the Collector as per the procedure prescribed by the State Government and the amount so received shall be deposited in the Government treasury.
- (12) No License shall be required at construction place for storage of sand upto maximum of 20 cubic meters for private construction work (not for commercial purpose) and upto maximum of 50 cubic meters for commercial purpose to contractors for private construction work:

Provided that in case of government construction works the Collector, may be grant permission for storage of 50% quantity of sand sanctioned in estimate at construction site on the basis of a certificate issued by the competent authority of the works department.

**19. Amount to be Deposited.-**

- (1) The whole amount received from mineral sand shall be deposited online in an account maintained by the corporation.
- (2) The amount deposited as above shall be transferred by the corporation at the end of the month under the heads prescribed in chapter 11 of these rules and the head wise details shall be sent to the Director and State Government.
- (3) Interest for the delayed payment, at the rate of 24% per annum or at the rate decided by the State Government from time to time, shall be payable.

## Chapter -X

### Illegal Mining, Transportation and Storage of Sand

#### 20. Penalty and Compounding of cases of Illegal Mining.-

- (1) On receipt of information about illegal mining, the Collector or Officer authorised for this purpose, shall seize mineral, vehicle, machine, tools etc. and case shall be submitted, before the Collector. During the pendency or before taking final decision of the registered case, if any application for compounding the case is received, the Collector may dispose of the case after applicant depositing an amount equal to 25 times of royalty of the excavated mineral. During this period, if application/consent is not received, Collector shall impose penalty, 50 times of the royalty of mineral excavated. On deposit of compounding amount or penalty amount, the seized mineral, vehicle, machines, tools, may be released:

Provided that if penalty amount imposed is not deposited by the illegal extractor, then Collector or Officer authorised for this purpose may confiscate and auction the seized mineral, vehicle, machines and tools.

- (2) **Penalty and compounding of cases of illegal transportation-** In case of registered cases of illegal transportation, transportation without valid e-tp and transportation with quantity more than the quantity entered in e-tp, the Collector may dispose off cases after deposit of compounding fees or amount of penalty by the illegal extractor, as under:-

No.	Type of Vehicle	Transportation without valid Transit Pass		Transport with Transit Pass but quantity is more than quantity entered in Transit Pass	
		Compounding Fees	Amount of Penalty	Compounding Fees	Amount of Penalty
1.	Tractor-Trolley	10000/-	25000/-	5000/-	10000/-
2.	Two axle (6 wheeler vehicle)	25000/-	50000/-	10000/-	20000/-
3.	Dumper(hydraulic 6 wheeler vehicle)	50000/-	1,00,000/-	25000/-	50000/-
4.	3 axle (10 wheeler vehicle)	1,00,000/-	2,00,000/-	50000/-	1,00,000/-
5.	4-6 axle (More than 10 wheeler vehicle)	2,00,000/-	4,00,000/-	1,00,000/-	2,00,000/-

Provided, compounding fees or amount of penalty in case of transportation of mineral by 4 wheeler vehicle (Matador, 407, 608 etc) carrying mineral more than the quantity of tractor-trolley, shall not be less than 1.5 times of the amount fixed for tractor-trolley.

(3) **Compounding and Penalty in cases of Illegal Storage-** The Collector, for disposal of registered cases of illegal storage of sand upon receipt of any application/consent from the date of registration of the case, during the pendency of the case or before taking the final decision, may compound the case after depositing amount equivalent to 25 times of royalty of the stored mineral. If during this period any application/consent is not received then the Collector may impose penalty of amount 50 times of the royalty of the mineral stored:

Provided, no such order shall be passed against the person interested, unless the opportunity of being heard is given to him.

## **Chapter-XI**

### **Transfer of amount received from the mineral sand**

**21. Amount received from mineral sand.-** The whole amount received in the tender process of sand group and under these rules, shall be deposited in the account maintained by the corporation and thereafter every month the same shall be transferred, as follows:-

- (1) Rs. 75/- per cubic meter for the concerned Gram Panchayat/Local Body to the State Government.
- (2) Rs. 50/- per cubic meter, in the head of the District Mineral Foundation, to be made available to the Collector, to the State Government.
- (3) For the first year (year 2019-20) 10% of amount received from tender premium shall be kept by corporation as incentive amount or for self expense/use. Remaining amount received from the tender premium shall be transferred to the State Government, every month. Re-fixation of the incentive amount to be kept by the corporation may be done every year by the Finance Department in the light of requirement of the corporation.
- (4) The amount of Rs. 75/- per cubic meter received from the permission to be granted on private land shall also be allotted to the concerned Gram Panchayat/Urban Body and balance amount along with tender premium received under this head shall be transferred as per sub-rule (3) of this rule.
- (5) If any Gram Panchayat or Nagar Panchayat receives income more than Rs. 25 Laks in a year from the mineral sand, the remaining amount shall be transferred in the head of District mineral foundation. The above limit of income shall not be applicable for Nagar Palika or Nagar Nigam.
- (6) Tax/fee etc. from the amount received shall be deposited in the prescribed head by the corporation.

## **Chapter-XII**

### **Appeal and Revision**

#### **22. Appeal.-**

- (1) Any person aggrieved by an order passed under these rules by the Collector, may within sixty days of the date of communication of the order to him/her, may file appeal to Divisional Commissioner in **Form-IX**. The appellants shall deposit a fee of Rupees 1000/- (Rupees one thousand only) in the head prescribed under these Rules and shall attach the original challan along with application:

Provided that any application for appeal may not be entertained by the appellate authority after the said period until the appellant satisfies the appellate authority that he/she has sufficient reason for not filing the application within stipulated period.

- (2) Where an appeal is submitted under these rules, the appellate authority may confirm, modify or set-aside the order passed under these rules or pass such other order in relation thereto, as it may deem just and proper:

Provided further that no order shall be passed against any person interested unless he/she has been given opportunity of being heard:

Provided further that, the Appellate Authority may at any time direct that the execution of the order against which appeal has been filed be stayed for such time as it may deem fit.

### **23. Revision.-**

- (1) Any person aggrieved by an order passed under these rules by Divisional Commissioner, may file an application for revision in **Form-IX** before State Government, within sixty days of the date of communication of the order to him/her. The revisionist shall deposit a fee of Rupees 1000/- (Rupees one thousand only) in the head prescribed and shall attach original challan alongwith the application:

Provided that any application for revision may not be entertained by the State Government after the said period until the revisionist satisfies to the State Government that he/she has sufficient reason for not filing the application for revision within stipulated period.

- (2) Where an application for revision is submitted under these rules, the State Government may confirm, modify or set-aside the order passed by the Appellate Authority or pass such other order in relation thereto, as it may deem just and proper:

Provided, no order shall be passed against any person interested, unless he/she has been given an opportunity of being heard:

Provided further that the State Government may at any time direct that the execution of the order passed by Appellate Authority be stayed for such time as it may deem fit.



(3) The State Government at any time, may suo-moto revise any order passed by his subordinate officer or Appellate Authority.

**24. Powers to rectify apparent mistakes.-** The officer may rectify the clerical or substantial error within six months from the date of the order passed by him, under these rules:

Provided that if such amendment, affects adversely to any party, will not be made, unless the concerned officer has given the notice of its intent to do so, to the concerned party and has given the reasonable opportunity of hearing to him:

Provided further that, in case of such orders in which more than six months period has lapsed, the officer may amend after taking permission from the State Government:

Provided also further that the State Government may order to amend such order at any time.

**25. Powers to remove difficulties.-**

- (1) If any difficulty arises in implementing the provisions of these rules, then the State Government may issue such instructions, which is not inconsistent with the provisions of these rules, to remove such difficulty.
- (2) The form and procedure mentioned in these rules shall be prescribed by the State Government.

**26. Provisions for transition period.-**

- (1) After commencement of these rules, there may be delay in complete execution of these rules, and due to non-operation of sand quarries, deficiency in supply of sand may result, hence these provisions are being made. Some of the sand quarries which were auctioned previously and are in operation, the period

of those quarries is upto March 2022. Besides this, some quarries which have been handed over/allotted to Gram Panchayat under provision of Madhya Pradesh Sand Rules 2018 are also in operation at present, the contractors of the group shall start immediately proceedings of transfer of permissions under environmental rules of such quarries.

- (2) Other sand quarries transferred to panchayat in which operations have been started after the completion of formalities, all such quarries may remain date of start of operation be operated by Panchayat/Urban Bodies till 31st March 2020 or by the new group contractor from after execution of agreement, whichever is earlier.
- (3) From the date of commencement of these rules, the contractors of the auction quarries, may surrender the quarries. Surrender of such sand quarries shall be accepted, giving exemption in condition of agreement and security amount shall be refunded as per eligibility.
- (4) Such quarries which have been surrendered or the period has been expired, shall be deemed to be included in the group which have been identified at the time of inviting tender. The contractor of the group shall complete all the statutory formalities for operation of such included quarries. In respect of this new quarry included additionally in the group, the amount of royalty as calculated per cubic meter shall be paid on the basis of the highest tender amount

received for that group. The period of new quarry included shall be up to the period of expiry of contract.

- (5) If during the period of operation of contract, any proposal for new quarry is received to the Collector, the Collector after such enquiry, as deems fit may include quarry in the nearest suitable group. The period of new quarry shall be the period of expiry of contract. The contractor of the group for despatch of sand from such new quarry shall deposit the amount on the basis of the highest tender amount received at the rate of per cubic meter for that group. Maximum of 25% of total permitted quantity for the group contract shall be allowed to be added in case of new quarry.
- (6) The group or quarries of the group remained vacant temporarily under the provisions of this rule or due to other reasons may, in public interest, be operated by the department or by the corporation for ensuring availability of sand.

**27. Repeal.-** The provisions related to mineral sand contained in Madhya Pradesh Minor Mineral Rules, 1996, Madhya Pradesh (Prevention of Illegal mining, Transportation and Storage) Rules, 2006 and Madhya Pradesh Sand Rules, 2018 are repealed to the extent where it does not transgress to these rules.

**28.** In case of any clarification or discrepancies arising due to English translation of Madhya Pradesh Sand (Mining, Transportation, Storage and Trading) Rule, 2019, Hindi version of the rules shall be acceptable.

**FORM-I**

[See Rule 8 (5)]

**Online agreement/undertaking/consent letter before participation in tender**

I, shri/smt./ku. .... S/o, D/o, W/o of shri  
..... owner/partner/director/authorised signatory  
..... resident of ..... district ..... which hereinafter  
called the tenderer which expression shall where the context so admits include his/her  
heirs, executors, administrators, representative and permitted assigns on this day .....  
month ..... year 20..... give consent/undertaking that,-

1. Whereas, the tenderer has read the conditions laid down in tender documents regarding quarries etc. or understood before taking part in the tender process of ..... quarry and admits that tenderer shall not be entitled to express ignorance of any of the said conditions.
2. The tenderer hereby agrees that,-
  - (a) Before submitting the tender, the tenderer has made spot inspection of the sand quarries included in the group and shall satisfy himself regarding all relevant aspects of the quarries like the approach road, available mineral quantity in quarries of the group etc.
  - (b) Before participating in the tender, tenderer shall deposit 25% amount of the upset price of group quarry in advance, which shall be termed as Security Amount.
  - (c) As soon as the tender process completes mine operation shall be made completing the formalities and amount due shall be paid in the prescribed period.
  - (d) State Government/Collector is not bound to except the highest tender amount, further that the State Government is free to except or reject highest tender received without assigning reason for that.
  - (e) Approved mining plan/environment management plan shall be submitted under Madhya Pradesh Sand (Mining, Transportation, Storage and Trading) Rule 2019 from the date of approval of contract within prescribed period. After completing these formalities and an agreement shall be executed in Form-..... along with the surety bond in Form- ..... with in a period of 15 days failing which the concerning collector shall forfeit the installment of the contract amount and security amount deposited so:

Provided, where the State Government/Collector to their satisfaction are of opinion that the successful tenderer is not responsible for delay in execution of the agreement or completing the formalities then as the case may be State Government are any authorised officer may permit the execution of the agreement even after the expiry of the above period.

3. I have carefully studied the Madhya Pradesh Sand (Mining, Transportation, Storage and Trading) Rules 2019 and I shall comply with these.
4. Stamp duty and registration fees required for execution of agreement and furnishing surety bond shall be borne by me.
5. I promise that:
  - (a) My                                      Firm/Partnership                                      Firm/LLP/Company/Society  
 ..... is not bankrupt and in relation to allotted mines and minerals no dues are outstanding, if any such dues are found then the same shall be adjustable against my security amount.
  - (b) If at any time before or after the execution of agreement it comes in the light that I do not have desired qualification to submit the tender then I shall be declared disqualified. If the contract is obtained by me/us on incorrect statement or information then my/our contract shall be cancelled. If letter of intent in my/our favor has been issued or the execution of the agreement by me/us has been made then for incorrect statement or information my/our sanction letter/agreement may be cancelled by giving notice in writing. As a consequence of such cancellation my/our security amount and other amount may be forfeited and there shall be right for taking any other action as per applicable laws or as per offered documents. I shall be liable for any laws caused to me/us due to cancellation.

**Date :**

**Place :**

(.....)

**Signature of tenderer**

**Name** .....

**Address** .....

**Mo. No.** .....

**E-mail** .....

**FORM-II**

**See Rule 8(8)**

**THE MADHYA PRADESH STATE MINING CORPORATION LIMITED**  
**(An Undertaking of Government of Madhya Pradesh)**

No./Sand/20...../.....  
To,

Bhopal, Dated .....

The Collector  
District ..... (M.P.)

Subject: Regarding the information of highest tenderer based on the tender offer received in e-Tender.

Reference: e-Tender notice no. .... dated .....

With reference to subject above it is to inform that under the e-Tender notice dated ..... the highest successful tenderer and the second highest tenderer are declared as per the details given below:-

Sr. No.	Tenderer	Particulars of highest successful/ second highest tenderer (Name/ Address etc.)	Group No.	Tehsil	Village	Details of Khasra Numbers	Total Area of the group (in hectare)	Upset price fixed for tender of the group (in Rupee)	Highest amount received in tender of the group (in Rupee)
1.	Highest Successful Tenderer								
2.	Second Highest Tenderer								

It is requested to issue the instructions to concerned for completing the formalities as per the rule 11.

**Managing Director/  
Executive Director  
M.P. State Mining Corp.**

Endt.No./Sand/20...../.....

Bhopal, Dated .....

**Copy to:**

1. Principal Secretary, Govt. of MP, Mineral Resources Department, Vallabh Bhawan, Mantralaya for information.
2. Director, Geology and Mining, MP Bhopal for information.
3. Highest Successful Tenderer Shri ..... for information and necessary action.
4. Second Highest Tenderer Shri ..... for information.

**Managing Director/  
Executive Director  
M.P. State Mining Corp.**

**FORM-III**  
See Rule 11(3) and 11(5)

**Letter of Intent**

No./Sand/20.....

Bhopal dated ...../20...

To,

.....  
.....  
.....

**Sub:** Letter of intent with reference to e-Tender No. .... dated ..... for Group Sand Quarries of group No..... of..... Villages, ..... Tehsil ..... District over an Area of ..... Hectare.

**1. Background:**

- 1.1. The Madhya Pradesh State Mining Corporation Limited, Bhopal pursuant to the Madhya Pradesh Sand (Mining, Transportation, Storage and Trading) Rules, 2019 issued the e-Tender notice dated ....., 2019 to commence the tender process for grant of Group Quarries of Sand for group No ..... located in ..... District of Madhya Pradesh. The e-Tender process was conducted in accordance with the Rule 8 of said rules for the said sand group and Shri/Ms..... is declared as the 'Highest Successful Tenderer under Rule 8(8) of the said Rules.
- 1.2. As required under Rule 11 of the said Rules and the tender document for the said group quarry, Shri/Ms..... has made payment of the 25% amount of upset price as EMD of Rs. .... (In words Rupees ..... Only) through ..... [Mode of Payment] dated ..... [date of making of payment], which was received on ..... [Date of receipt of payment].

**2. Issuance of Letter of Intent :**

Accordingly, pursuant to Rule 11(3) and 11(5) of the said Rules, this Letter of Intent is being issued for grant of group quarries of ..... for sand in ..... villages, ..... District over ..... Hectare Area in favor of group No ..... Shri/Ms. .... for a period of 03 years, as mentioned in the said Rules.

**3. Conditions:**

- 3.1. This letter of intent and the subsequent grant of aforementioned group quarries shall be subject to the provisions of these Rules, as amended from time to time, and Shri/Ms..... is declared as 'Highest Successful Tenderer' and subsequently granted the group quarries upon satisfactory completion of all the requirements under these Rules.
- 3.2. For reference, the requirements under the said Rules for declaration of Shri/Ms..... as the 'Highest Successful Tenderer and subsequent grant of the group quarry are reiterated below. It is clarified that the requirements mentioned below are only for reference and in the event of any change in the said Rules, the requirements under the modified Rules, as the case may be, shall be applicable.

- (a) Declaration as the “Highest Successful Tenderer”:  
 shri/Ms ..... shall be considered to be the ‘Highest Successful Tenderer’ upon:
- (i) Compliance of terms and conditions of Rules;
  - (ii) Payment of 50% amount of annual contract amount. furnishing as per Rules;
  - (iii) Satisfying the conditions specified in sub-rule (1) to sub-rule (7) of rule 12 of the said rules with respect to a mining plan and other statutory compliances.
- (b) Execution of the Contract Agreement  
 Shri/Ms ..... shall execute the Contract Agreement with the Collector of concerned district upon obtaining all statutory permissions, approvals, permits, no-objections and the like as may be required under applicable laws for commencement of mining operations.
- (c) Mining Operation of Group Quarries  
 Subsequent to execution of the Contract Agreement, Shri/Ms ..... shall make payment of the instalments regularly and continue Mining operation.
- 3.3 This letter of intent is valid for a period of 03 (three) years calculated as per Rules. Within time all the above conditions must be fulfilled and the contract agreement must be executed between the shri/Ms ..... and the concerned Collector of the district. In case there is a delay in execution of contract agreement due to reasons beyond the control of the Highest Successful Tenderer, then he may submit an application to Collector, requesting for further extension. The Collector may extend the period for maximum 10 days to comply all or any of the above conditions.

The duplicate copy of this Letter of Intent duly signed by authorized signatory of the Tenderer/Company shall be returnable to the undersigned as token of acceptance, within a period of 07 days .

Collector  
 District .....

Copy to:

- 1.
- 2.



**FORM-IV**

See Rule 13(1)

**FORMAT FOR ANNUAL ACTION PLAN**

**Distict/Tehsil/Village .....**

**Khasra No. .... & Total Area ..... (in hectare)**

Details of the Quarter	Sr.No.	Detail of the quarry included in the group (Village)	Quarry wise quantity estimated as per tender document (in cubic meter)	Quantity approved in Mining Plan (in cubic meter)	Quantity sanctioned in EC (in cubic meter)	Quantity sanctioned in CTO (in cubic meter)	Quarry wise permissible quantity (in cubic meter) (out of 5, 6 &7 whichever is minimum)	Total quantity permissible for the group (in cubic meter) (Sum of all minimum permissible quantity)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
<b>First Quarter (From 1<sup>st</sup> July to 30<sup>th</sup> September)</b>	1							
	2							
	3							
<b>Second Quarter (From 1<sup>st</sup> October to 31<sup>st</sup> December)</b>	1							
	2							
	3							
<b>Third Quarter (From 1<sup>st</sup> January to 31<sup>st</sup> March)</b>	1							
	2							
	3							
<b>Fourth Quarter (From 1<sup>st</sup> April to 30<sup>th</sup> June)</b>	1							
	2							
	3							

Place-

Date-

(.....)

**Signature of the Group Contractor Name-**

.....  
**Address-**

.....  
**Group No.**

.....

**FORM-V**

[See Rule 13 (2)]

**Contract Agreement for Sand Quarry**

This indenture made on this ..... day of (month) two thousand and ..... between the Governor of Madhya Pradesh acting through the Collector ..... District ..... (hereinafter referred to as the Governor) which expression shall include his/her successors in office on the one part and Shri/Smt./Ku.....Son/wife/daughter of..... resident of tahsil ..... district ..... hereinafter called the contractor which expression shall where the context so admits include his/her heirs, executors, administrators, representatives and permitted assigns) on the other part, for trade quarry for a period of ..... from ..... to .....

1. Whereas the contractor in accordance with the conditions of the contract has agreed to pay the tender amount Rs..... annually, which amount shall hereinafter be called the contract amount and has paid Rs.....as earnest money (security amount) and Rs ..... as security deposit, and Rs. .... equivalent to whole amount payable in the contract period, which amount shall be kept in deposit for observance of the terms and conditions of the contract and shall be liable for forfeiture, in the event of any kind of breach of the contract agreement, and

Whereas, the State Government/Collector has sanctioned tenderer a contract for the sand quarry the plan of which is annexed, the area of which is.....hectare and the details of which are given in the enclosed Schedule 'A' which shall henceforth be called the 'Quarry.

2. Now this indenture witnesses that in consideration of the contract amount, royalties, rents and other payments and in consideration of and subject to the conditions, covenants and agreement, the contractor shall have the liberty to enter, occupy and use the area grated for quarrying purposes and to carry away and sell the mineral or its products subject to the condition that the Collector shall at all times throughout the term of the contract have the right of pre-emption at the prevailing fair market price the products lying within the quarry or elsewhere under the control of the contractor.
3. The contractor shall occupy and take possession of the land hereby demised to **tenderer** in pursuance of this agreement from the period commencing from ..... to.....
4. It is hereby agreed that the boundaries of the area hereby demised shall run vertically downward to the centre of the earth.
5. (1) The contractor shall pay the annual contract amount of Rs ..... in installments on or before the date shown below :-

Sr.No.	Installment number	Amount of installment (in rupees)	Date of depositing the installment
(1)	(2)	(3)	(4)
1.			
2.			
3.			

Provided the contractor shall first deposit the contract amount and other entire amounts relating to the sand quarry in an account operated by Madhya Pradesh State Mining Corporation for this purpose:

Provided that, if the contractor fails to deposit the installments on the due dates issuance of e-TP for allotted group quarries in favor of contractor shall be stopped and the operation of the quarry shall be prohibited and a show cause notice of such intention shall be issued to the contractor in failing the amount to be deposited that why the contract may not be cancelled:

Provided further, within stipulated time of 30 days required to deposit installment by giving a reply to the show cause notice the collector may permit for operation of quarry after depositing installment/installments along with interest on period of delay at the rate of 24 percent per annum:

Provided further that, within a period of 30 days as above if the contractor fails the deposit the amount, the collector shall issue of laps and send a request to Government for retender. Prior to the publication of the tender notice the contractor along with 24% interest per annum may pay all the dues. The contract shall be completely deemed to be cancelled on the release of new tender publication.

Provided further also, unless the amount of installment including interest is received issuance of e-TP for allotted group quarries in favor of contractor shall remain prohibited.

- (2) The contractor, shall extract and carry away quantity of sand permissible in Mining Plan, Environmental Clearance and Water & Air Consent (whichever is less) in lieu of the contract amount:

Provided, if the contractor extracts or carries away any quantity exceeding the prescribed quantity, he/she shall be liable to pay value for such excess quantity extracted or carried away.

Provided that, If in any year the excavated quantity is 20 percent less than the quantity mentioned in approved mining plan then this quantity shall be permitted to be removed in ensuing year but the difference in contract money of that year for the quantity carried over shall be deposited. The approved mining plan shall be revised and the annual contract money shall be revised proportionately. In case of revision of mining plan, environment permission shall be obtained as required. Excavation of quantity mentioned in approved mining plan in contract period shall be mandatory otherwise the security amount so deposited may be forfeited.

Provided further that, if the contractor in any year desires to take away the quantity more than the permissible quantity of that year (not more than 20%) then as per the proposal he shall require to revise/modify the approve mining plan and environmental permission and this increased quantity shall be adjusted against the permissible quantity of the next year. In no case, the permission for dispatch of excess quantity than the permissible quantity for contract period shall be given.

- (3) In case the contractor extracts the quantity more than the quantity mentioned in Annual Working Plan for that quarter then notwithstanding anything contained in para (1) above he/she shall be liable to pay amount for excess quantity of such extraction and difference of the amount paid for quarterly installments within 30 days, failing which, the further dispatch of mineral shall be stopped:

Provided, the contractor fails to make payment of the amount on the due date, then he/she shall be liable to pay the due amount/amounts along with interest at the rate of 24 per cent per annum. (Repeat In 5(1) Proviso 2 and .....)

6. The contractor shall first deposit the contract amount and other entire amounts relating to the sand quarry in an account operated by Madhya Pradesh State Mining Corporation for this purpose.
7. In the event of the contract amount and other dues which are payable under the terms of this agreement remain unpaid for more than two months from the due dates then the Collector or any officer authorised by him/her shall be empowered to enter upon the premises and to seize and carry away mineral and/or its product and/or the movable property in the quarry.
8. If any contract amount or any other dues under this agreement remains unpaid by the contractor for more than one month, then the Collector shall send the proposal to cancel the contract to State Government and the decision of the State Government shall be final and binding.
9. The contractor shall be entitled to erect such temporary buildings etc. nearby the quarry as may be required for quarrying purposes and to remove the same before the expiry of the contract. In the event of not doing so, any such building etc. standing on the land nearby the quarry after the expiry of the contract shall be the property of the State Government and that the contractor shall have no right to claim compensation thereof.
10. The contractor shall at his/her own expense erect and at all time maintain and keep in repair boundary marks and pillars along the boundaries of the demised lands.
11. The contractor shall not assign or sublet the land or any part thereof or transfer the rights/privileges granted under contract.
12. The contractor shall be responsible for maintaining the proper sanitation of the land granted to him/her under this agreement.
13. The contractor shall be bound by all rules and regulations in force and such other conditions as the Government may from time to time impose.
14. The contractor shall be bound to take adequate measures for the health and safety of the persons working in the quarry.
15. The contractor shall honor the rights regarding road, water and other easements.
16. The Government shall have the right to make surface roads or other contrivance for establishing means of communications over the leased area and the contractor shall have no right to claim compensation thereof.
17. The contractor shall carryout the mining operations in accordance with the approved mining plan and extraction of sand and Bajri shall be done maximum upto 3 meters or upto water level whichever is less, from the surface of mining. But excavation within the river/nalla shall be prohibited.
18. The contractor shall maintain correct accounts showing the quantity and particulars of the mineral obtained from the quarry and sold or dispatched and the number of

persons employed therein and also a complete plan of the quarry and shall allow any officer authorised by the Government/Collector at any time to examine such accounts and plans and shall furnish the same during inspection or on demand by such competent officer.

19. The contractor shall submit monthly returns in the proforma below before the 7th day of each month to the Collector.

<b>Month</b>	<b>Opening stock of the mineral extracted</b>	<b>Quantity of the mineral extracted during the month</b>	<b>Quantity of the mineral dispatched during the month</b>	<b>Quantity of the mineral sold during the month</b>	<b>Closing stock of the mineral at the end of the month</b>	<b>Average number of laborers employed during the month</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>	<b>(7)</b>

20. The contractor shall report any accident occurred in the quarry area to the concerned District Magistrate forthwith.
21. The contractor shall have no claim against the Collector for compensation or damages and in respect of modification in contract amount of sand quarry included in the contract, due to approach road, availability of mineral and any other reason.
22. If the contractor is desirous of determining the contract before the completion of the period of contract, he/she shall give six months written notice of such intention to the Collector. On the expiry of above period and in case of any dues not remain outstanding against the contractor the State Government on the proposal of the Collector shall accept the surrender and the security deposit shall be refundable. The annual contract amount for the said period shall be compulsorily deposited by the contractor; in this period mining operations may be conducted. Once, the application for surrender is submitted the same shall be irrevocable. The corporation shall restart the process of re-tender for the group after receiving the information of the surrender:
23. The contractor shall not use the lands given to him/her under this agreement for any purpose other than those for which the contract has been given.
- 24.(1) In the event of a war or state of emergency the Government shall have the right to take possession of the quarry, articles, land, machinery, plants, buildings and material and in such event the contractor shall have no claim to any compensation.
- (2) The State Government shall have the right to take possession of the quarry before completion of the contract in public interest:

Provided that, before taking possession one month's notice shall be given to the contractor.

25. If a dispute is arising out of and/or in connection with and/or in relation to this contract, the decision of the State Government shall be final and binding.
- 26. Resumption of Possession.** - (1) Where any sand quarry is cancelled or determined or a decision is taken to resume possession of the quarry in the public interest or the period for which the sand quarry is granted has expired, the contractor shall hand over possession of the sand quarry to Collector in which the sand quarry/group or major portion thereof is situated within a period of seven days from the date of cancellation or determination or decision to take back possession in the public interest is communicated or on the day following the date of expiry of the period of contract of the quarry, as the case may be.
- (2) Where the contractor fails to hand over possession of the sand quarry/group within the period specified in sub-clause (1), the Collector or an Officer authorised by him/her shall serve or cause to be served a notice on the contractor either by post or by tendering or delivering the copy of it personally to the contractor or one of his/her family members or servants or by affixing it to a conspicuous part of the place of his/her residence or place of business or publishing it in at least one newspaper having circulation in the locality where the contractor resides.
- (3) The notice under sub-clause (2) shall contain a statement that the contractor shall hand over possession of the sand quarry/group to the Collector or an Officer authorised by him/her under sub-clause (1) within a period of seven days of the date of service of the notice.
- (4) Where a contractor fails to hand over possession of the sand quarry/group within the period specified in the notice under sub-clause (2), the Collector or an Officer authorised by him/her under sub-clause (1), may take possession of the sand quarry from the contractor and for that purpose may use such force as may be considered necessary.
- (5) If on the expiry of the period of the contract, a contractor fails to hand over possession on the next day, the contractor shall abide by all the conditions of the agreement till the possession is taken back.
- 27.** If the contractor contravenes the conditions of the agreement, the Collector shall have the right to forfeit the security amount or part thereof deposited by the Contractor.
- 28.** The contractor shall issue a transit pass prescribed by the State Government for each trip for each vehicle carrying the mineral or its product from the quarry.
- 29.** e-Tender document, agreement etc. will be the integral part of this contract.
- 30.** It is hereby demised under the agreement that in case the contractor fulfils all the terms and conditions hereby contained and mentioned above then the amount security deposit of Rs..... (earnest money) which the contractor has deposited shall be refunded to him/her by the Collector.

**Schedule A**  
(See paragraph 1)

District	Tahsil	Name of the Group/Number	Village (were quarry is situated)	Khasra No.	Area (in hectare)
(1)	(2)	(3)	(4)	(5)	(6)

Signature with full name, address and occupation of the witnesses

- 1.
- 2.

Signature with full name, address and occupation of the witnesses

- 1.
- 2.

Signature of the Collector  
District .....

(Seal)

Name; address and signature of the contractor.

**FORM-VI**

[See Rule 13 (2)]

**Surety Bond**

Know all Men By These Presents, that I,..... (hereinafter called the surety) D/o, W/o, S/o Shri/Smt.....Resident of.....in the Tehsil.....of the.....District am held and firmly bound to the Governor of Madhya Pradesh (hereinafter called the Governor), who are working as Collector/Additional Collector (Senior I.A.S. Scale) in the District ....., for the sum of Rs.....only (the whole amount payable during the contract period), to be paid to the Governor, his successors, or assignees or their attorney or the Officer authorised by the Governor in this behalf, for which payment will and truly to be made, I hereby bind myself, my heirs, executors, administrators and representatives, firmly by these witnesses;

As witness I have set out my hand, this day ..... month ..... year two thousand and .....

Whereas, Shri/Smt/Ku.....W/o,D/o,S/o of Shri/Smt.....resident of ..... in the tehsil.....or the district ..... (hereinafter called the contractor) has, on the basis of tender submitted by him, been granted quarry for (mineral)..... over an area of.....hectares in village.....Tehsil district.....for a period of ..... vide order No. dated.....

And whereas the contractor has agreed to execute the prescribed agreement with the Collector/Additional Collector (Senior I.A.S. Scale).

And whereas by virtue of the agreement to be executed between the Collector/Additional Collector (Senior I.A.S. Scale) (contractor) and Contractor, the said contractor is required to pay regularly and timely the contract amount and any other dues arising out of the contract.

And whereas the Collector/Additional Collector (Senior I.A.S. Scale) has asked Shri/Smt/Ku ..... W/o,D/o, S/o Shri/Smt ..... to furnish surety of Rs..... (Rupees ..... only), I,.....stand as surety for him to the above amount and execute this bond and I declare that I own the following immovable property of which I am the absolute owner and that the property is not mortgaged or gifted and it is free from all encumbrances.

Details of the property

.....Value.....

And the conditions of the Bond is such that if the contractor shall die or become insolvent or at any time ceases to pay the contract amount or any other dues arising out of the said contract, any such due on this account under this contract shall immediately become due and payable to the Collector/Additional Collector (Senior I.A.S. Scale) district ..... and the same will be recovered from my property detailed above as an arrear of land revenue in one installment by virtue of this Bond.



And I, further declare that I will not sell, mortgage, gift or transfer in any other manner and will not act in any way to dispose off the above property till this bond is in force.

In witness whereof the said has signed hereinto on day of..... Two thousand and.....

Signature with full name address  
and occupation of the witness.

1.....

2.....

Date.....

Signature of the surety

Verified and found correct has signed  
this Bond today in my presence

Executive, Magistrate.

**FORM-VII**

[See Rule 17 (3)]

**Application for permit for sand available in private land**

Sender .....

To,

Collector,

Mining Section

District .....

Sir/Madam,

1. I/We am/are the valid contractor of the sand quarry group number ..... situated at village ..... Tehsil ..... District ..... and as per the sanctioned tender amount of sand payable at the rate of Rs. .... per cubic meter is being paid to the State Government by me/us, in vicinity to my/our sand group quarry the sand is available on private land, the details of which is as under :-

<b>Sr. No.</b>	<b>Village</b>	<b>Khasra No.</b>	<b>Area (Hectare)</b>	<b>Remark</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>

- 2. I/We request for grant of permit for extraction and sale of sand from the private land.
- 3. The required application fee of Rs. .... has been deposited vide challan no. .... date ..... (challan enclosed)
- 4. Other required details :-
  - (1) Name of the Applicant/Address  
.....
  - (2) Mobile Number/E-mail ID  
.....
  - (3) Business of applicant .....
  - (4) Affidavit of the land owner of the applied land for the consent (be enclosed)
  - (5) Affidavit of applicant (for mining dues or any other govt dues) for no dues (be enclosed)
  - (6) Other details (Applicant desire to submit)

Date:

Place:

Signature of Applicant

Name .....

Address .....

**FORM-VIII**

[See Rule 18(7)(i)]

**Application for grant of storage license of sand**

To,

Collector,

District .....

I, ..... S/o,D/o,W/o Shri/Smt ..... aged ..... year, resident of ..... district ....., am the contractor of the sanctioned group quarry number ..... in tender. I am authorised on behalf of firm/company to submit the application for grant of storage license (attached copy of the letter of authorization). The following document are attached along with the application form :-

- (1) The challan No. of the application fee ..... date ..... (original copy of the challan is attached).
- (2) Map and Khasra Panchsala of the place of storage
- (3) Affidavit stating that no mineral revenue or govt. dues is outstanding against me/firm/company (be enclosed).
- (4) That the place of storage belongs to me/belongs to others and the consent of the land owner for storing the mineral has been obtained by me the affidavit of the concerned land owner is attached.
- (5) In case the storage place is govt. land, NoC of Tahsildar of such intension that the land (storage place) is not reserved for any plan/scheme.

The information given above is correct. I know that the legal proceedings against me may be initiated if information given is found incorrect.

Date:

Place:

.....

Signature of Applicant

Name

Address .....

Group quarry No. ....

District .....

.....

**FORM-IX**

[See Rule 22(1) and 23(1)]

**Application for Appeal/Revision**

**(to be submitted in duplicate)**

To,

.....  
.....

1. Name and Address of Applicant

.....

2. Name of authority, number and date of order against which the appeal/revision application is filed. (enclosed certified copy of the order)

3. Appeal/Revision fees, number and date of treasury challan.....

(enclosed original treasury challan).

4. Ground of appeal/revision

.....

5. Any additional information the applicant desires to furnish

.....

6. In case the application of appeal/revision preferred after 60 days of the communication of the order, the reason of delay

.....

**Date :**

**Place :**

**Signature of Applicant**

**Name of Applicant**