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GOVERNMENT OF PUNJAB

MINES AND GEOLOGY
(PROJECT BRANCH)

NOTIFICATION

The 2nd August, 2023

No. E-526429/WR-PROJ0SCHE/7/2023-PJ6/328.—In exercise of the powers conferred by section 15 read with clause (c) of sub-section 2 of section 23C of the Mines and Minerals (Development and Regulation) Act, 1957 (Central Act 67 of 1957), and all other powers enabling him in this behalf, the Governor of Punjab is pleased to make the following rules further to amend the Punjab Minor Mineral Rules, 2013, namely:-

RULES

1. (1) These rules may be called the Punjab Minor Mineral (Amendment) Rules, 2023.
(2) They shall come into force on and with effect from the date of their publication in the Official Gazette.
2. In the Punjab Minor Minerals Rules, 2013, (hereinafter referred to as the said rules), in rule 2,-
 - i. the following clause shall be substituted, namely:-

“(aa) Annual Concession Quantity’ shall mean the quantity of sand and gravel that the concessionaire shall be allowed to mine from any Cluster of Commercial Mining Sites for any particular year during the period of Concession.”
 - ii. the following clause shall be substituted, namely:-

“(aaa) Annual Concession Value’ shall be the figure arrived at by multiplying the Annual Concession Quantity by the Revenue.”
 - iii. after clause (i), the following clause shall be inserted, namely:-

“(ia) Commercial Project’ shall mean any infrastructure project involving realty, roads, highways, railways or any building being constructed for commercial usage.”
 - iv. after clause (i), the following clause shall be inserted, namely:-

“(iaa) CMS - Commercial Mining Sites are the sites which shall be grouped into distinct Clusters for

which mining Rights of clusters of CMS shall be granted to concessionaires selected through a transparent e-tendering process".

v. after clause (ma), the following clause shall be inserted, namely:-

“(maa) Crusher owner’ shall mean any person who is under law liable to sue or be sued for any actions related to the operations of the Crusher Unit and shall include:

- a) Proprietor in case of Sole Proprietorship
- b) Partners in case of a Firm/ Partnership
- c) Directors in case of a Company
- d) Trustees in case of a Trust
- e) Members in case of a Society."

vi. after clause (n), the following clause shall be inserted, namely:-

“(na) Developer’ shall mean the owner of a privately owned Commercial Project, or the appointed Contractor in case of a Government Commercial Project."

vii. the following clause shall be substituted, namely:-

“(p) Director’ shall mean the Director, Mines and Geology, Government of Punjab."

viii. after clause (q), the following clause shall be inserted, namely:-

“(qa) DMF Fund’ shall mean District Mineral Foundation Fund and shall have the same meaning as mentioned in *The Punjab District Mineral Foundation Rules, 2018*."

ix. after clause (q), the following clause shall be inserted, namely:-

“(qaa) DSR’ shall mean the District Survey Reports as defined in Sustainable Sand Mining Management Guidelines, 2016 issued by the Ministry of Environment and Forests and Climate Change, Government of India."

x. the following clause shall be substituted, namely:-

“(o) Department’ shall mean the Department of Mines & Geology, Government of Punjab."

xi. after clause (q), the following clause shall be inserted, namely:-

“(qab) EC’ shall mean Environmental Clearance as defined in Notification S.O. 1533(E) dated 14.9.2006 issued by the Ministry of Environment and Forests, Government of India."

xii. the following clause shall be substituted, namely:-

“(t) Government’ shall mean the Government of Punjab in the Department of Mines & Geology."

xiii. after clause (u), the following clause shall be inserted, namely:-

“(ua)Maximum Concession Value’ shall mean the value arrived at by multiplying Revenue and the total quality of sand and/or gravel in any CMS or cluster of CMS."

xiv. after clause (u), the following clause shall be inserted, namely:-

“(uaa) Mineral’ shall mean washed/ crushed sand and gravel obtained as a finished product from a Crusher Unit."

xv. after clause (zb), the following clause shall be inserted, namely:-

“(zba) Pit-head Price’ shall mean the net sale price of sand or gravel excluding GST, at any Mining

Site fixed by the Government."

xvi. after clause (zb), the following clause shall be inserted, namely:-

"(zbb) Portal' shall mean the web-portal <https://minesandgeology.punjab.gov.in>."

xvii. after clause (zb), the following clause shall be inserted, namely:-

"(zbc) Pit-head Price' shall mean the net sale price of sand or gravel excluding GST, at any Mining Site as defined by the Government."

xviii. after clause (zf), the following clause shall be inserted, namely:-

"(zfa) PMS- Public Mining Site' shall be operated by the Department of Mining and Geology or any agency or official nominated by it through a special order. Only manual excavation of sand shall be permitted in PMS and the excavated sand shall not be used in commercial projects."

xix. after clause (zga), the following clause shall be inserted, namely:-

"(zgb) Revenue' shall mean the sum of Royalty, EMF and DMF as defined in the Pit-head Price."

xx. after clause (zga), the following clause shall be inserted, namely:-

"(zgc) Royalty' shall have the same meaning as mentioned in the Rules."

xxi. after clause (zga), the following clause shall be inserted, namely:-

"(zgd) Rules' shall mean the *Punjab Minor Mineral Rules, 2013*."

xxii. after clause (zka), the following clause shall be inserted, namely:-

"(zkb) Secretary' shall mean the Administrative Secretary Mines & Geology, Government of Punjab."

xxiii. after clause (zka), the following clause shall be inserted, namely:-

"(zkc) SEIAA' shall mean the State Environmental Impact Assessment Authority as defined in the Notification S.O. 1533(E) dated 14.9.2006 issued by the Ministry of Environment and Forests, Government of India."

xxiv. after clause (zo), the following clause shall be inserted, namely:-

"(zoa) Total Concession Quantity' shall mean the total quantity of sand and gravel which the concessionaire commits to mine during the concession period in any Cluster of CMS."

xxv. after clause (zo), the following clause shall be inserted, namely:-

"(zob) Total Concession Value' shall mean the amount calculated by multiplying the Total Concession Quantity quoted by the Concessionaire with the Revenue."

xxvi. after clause (zr), the following clause shall be inserted, namely:-

"(zs) Year" shall mean an initial period of 365 days calculated from the date of permitting of Mining Rights to any concessionaire, and every 365 days subsequently."

3. In the Punjab Minor Minerals Rules, 2013 (therein after referred to as the said rules), in rule 38, the following sub-rule shall be inserted after 4(ii), namely:-

"4(iii) In clusters of Commercial Mining Sites, the Annual Concession Amount has to be paid by the concessionaire to the Government in advance on due date as prescribed in Agreement in form L-1 as per the following schedule:-

i. 35% of Annual Concession Value for the first three months of the year

- ii. 25% of Annual Concession Value for the next three months of the year
- iii. 20% of Annual Concession Value for the next three months of the year
- iv. 20% of Annual Concession Value for the last three months of the year

The first quarterly installment shall be paid within 2 working days of provisional acceptance of bid.

4. In the Punjab Minor Minerals Rules, 2013 (therein after referred to as the said rules), the following sub-rule shall be inserted after Rule 26 namely:-

"26 (A) Public Mining Sites-

- a. Each PMS shall be operated by the Department of Mining & Geology or any Agency or official nominated by it through a special order.
 - b. Only manual excavation of sand shall be permitted in PMS and the excavated sand shall not be used in commercial projects.
 - c. Consumers shall be permitted to arrange a vehicle and/or labor to a PMS site for the purpose of excavation of sand and its transportation.
 - d. Sand shall be sold at the pit-head price plus GST at any PMS
 - e. The cost of excavation, loading and transportation of sand from any PMS shall be borne by the consumer at his level.
 - f. Presence of any heavy machinery such as Tipper or JCB in any PMS shall be assumed to be for the purpose of illegal mechanical mining and legal action shall be initiated immediately.
 - g. The onus of ensuring that the sand purchased from a PMS is not used in any commercial project shall lie on the purchaser. In case it is discovered that the sand excavated from a PMS has been used in a commercial project, an amount equal to three times the pit head price of the sand shall be recoverable from the Developer.
 - h. The onus of ensuring the roadworthiness of any vehicle arranged by a consumer for transportation of sand from a PMS shall lie on the consumer. Any authority prescribed under the Motor Vehicle Act, 1988, as amended from time to time, may at any time inspect any vehicle and take such legal action as is deemed fit, in case the vehicle is found contravening any provision of the said Act."
5. In the Punjab Minor Minerals Rules, 2013 (therein after referred to as the said rules), in rule 42-F, the following shall be inserted, namely:-
- "42(F)(ii) Surrender of Concession for clusters of Commercial Mining Sites'-** The Government may accept the concessionaire's request for surrender of a concession subject to the condition that 75% of the Security shall be forfeited in case the request is received in the 1st year, 50% of the Security shall be forfeited in case the request is received in the 2nd year and 30% of the Security shall be forfeited in case the request is received in the 3rd year"
6. In the Punjab Minor Minerals Rules, 2013 (therein after referred to as the said rules), in rule 42-E & 42-G, the Form L-1 shall be amended as below:-

FORM 'L1'**[See rule-42-E, 42-G]**

This concession agreement made this day of (Month) 2023 between the Governor of Punjab acting through Director Department of Mines and Geology, Government of Punjab (herein after called the 'government' which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the one part;

AND

..... (Name and address of the person) (herein after referred to as the "Concessionaire" which expression shall where the context so admits, includes his heirs, executors, administrator, representatives and permitted assigns)

And

Whereas, the Concessionaire has paid **Rs**..... /- (.....

Only) (35% of annual concession value) as first quarterly instalment for the first year and a security deposit of **Rs**...../- (**Only**)

Through (25% of Annual Concession Value) for the due fulfilment of the terms and covenants herein after mentioned and the Government has agreed to grant him a mining concession of Cluster of Commercial Mining Sites (CMS) in District

Now these presents witnessth as follows:-

1. Period of concession - The term of the concession shall be three years which shall be counted from One month of award of provisional acceptance; OR Signing of the contract agreement, obtaining all required clearances, installation of electronic weigh bridge and deposit of the security amount and first quarterly advance installment, whichever is earlier. **The term of concession will be from** to The Government may, at its discretion, extend these rights for a period of not more than six months, on same terms.

2. Annual concession value – The annual concession value of the concession shall be **Rs**..... (..... **Only**) per annum for each year. This amount is a fixed lump sum price which is to be paid by concessionaire against the Annual Concession Quantity allotted to him.

3. Annual concession Quantity – The annual concession quantity that the concessionaire shall be allowed to mine per annum from cluster (name of cluster) **shall be Lakh M.T.**

- a. The normal Annual Concession Quantity, shall be fixed at 1/3rd of the Total Concession Quantity.
- b. The Concessionaire may, at any time before the conclusion of the 1st year of the Concession, offer to excavate a quantity higher than the normal Annual Concession Quantity for the first year, and wherever such an offer has been received, the same shall be allowed by the Govt., and the Annual Concession Quantity for the 1st year shall then be pegged at such an offered quantity. Any rise in Annual Concession Quantity for the first year, due to such an offer by the Concessionaire, shall be offset by a Corresponding reduction in the Annual Concession Quantity of the 3rd Year.
- c. The Concessionaire may, at any time before the conclusion of the 2nd year of the Concession, offer to excavate a quantity higher than Annual Concession Quantity fixed for the 2nd year, and wherever such an offer has been received, the same shall be allowed by the Govt., and the Annual Concession Quantity for the 2nd year shall then be such offered quantity. Any rise in Annual Concession Quantity for the 2nd year, due to such an offer by the Concessionaire, shall be offset by a corresponding

reduction in the Annual Concession Quantity of the 3rd Year.

4. Mode of payment of concession money - The Concessionaire shall deposit quarterly installments for each quarter as per the following schedule.

- i. 35% of Annual Concession Value for the first three months of the year
- ii. 25% of Annual Concession Value for the next three months of the year
- iii. 20% of Annual Concession Value for the next three months of the year
- iv. 20% of Annual Concession Value for the last three months of the year

The quarterly installments shall be payable irrespective of whether the Concessionaire has been able to commence the mining operations satisfactorily or not.

In case any amount is not paid by the due date the concessionaire shall be liable to pay interest on such amount at the rate of 18 per cent per annum for the period payment is delayed by the Concessionaire till the realization of payment.

5. Failure to excavate adequate quantity: Where any concessionaire fails to excavate at least 60% of the annual concession quantity, a penalty equal to 20% of concession value of the shortfall will be payable by the concessionaire at the close of the respective year before further mining is allowed.

6. Sale Price of sand & gravel:

a. Both sand and gravel shall be sold by the concessionaire at the pit head i.e. at the mining site from where the material has been excavated. Sand and gravel shall only be sold at the pit head price fixed at Rs. 5.5/cft. The detailed breakup is as below:-

Serial Number	Description	Rate per cubic feet (in Rupees) in any CMS
1	Royalty	0.73
2	District Mineral Foundation Fund	0.2
3	Environment Management Fund	0.07
4	Land Owner compensation	2
5	Cost of Excavation & loading and Profit Margin for Concessionaire in any CMS	2.4
6	Operational Cost of running the PMS site	N/A
7	IT & Weigh-bridge charges	0.1
8	Maximum sale price at pit head	5.5

Note:- The amount against entries at Sr. No1- 3 and Rs. 0.08 against entry No.7 shall be deposited with the Government.

b. The government may at any time notify the maximum rates, linked to distance, that can be charged per cubic feet for transportation of sand and gravel. Wherever such rates have been notified, it shall be the duty of the concessionaire to verify that the transporter has not charged more than the notified rate, and where it is discovered that the rate charged is more, he shall decline to sell sand/gravel to such a transporter.

c. Violation of the above condition may result in cancellation of the agreement and forfeiture of the security amount.

7. Power to revise Pit Head Price

(i) The government may, at any time, revise the pit head price for any CMS notwithstanding the fact that such CMS have already been allotted for mining to any concessionaire under this policy. Where any such revision in pit head price is decided by the government, the concessionaire shall be bound to sell the sand and gravel at the revised pit head price.

ii) The revision in pithead price may be effected by a change in any of the entries at Sr. No 1-4, 6 and 8 in the Table in Para 6(a). Under no circumstances will the entry at Sr. No 5 related to “Cost of Excavation & loading and Profit Margin for Concessionaire in any CMS” be changed after award of Mining rights to any Concessionaire.

8 Security:

a. A Security @ 25% of Annual Concession Values in the form of Demand Draft or bank guarantee shall be deposited by the concessionaire to the government.

b. The amount of security shall be adjusted in the last instalment(s) after adjustment of any other dues to be recovered.

c. The Director shall also reserve the right to draw from the Security any amount recoverable from the concessionaire on account of deficiency in services, including the value of any quantity of sand and gravel discovered to be illegally extracted by the concessionaire. The contractor shall be charged at thrice the pit head rate for any quantity illegal extracted by him.

9. Environment Performance Guarantee

The concessionaire shall pay EPG @ Rs. 15,000/- per acre in order to safeguard the environment and for proper implementation of Environment Management Plan. In case of any default, the deposited amount shall be forfeited.

10. Identification of Mines and Clearances –

a. The Department shall be responsible to hand over the CMS/Cluster of CMS to the Concessionaire.

b. All ECs and permissions from SEIAA shall also be obtained by the Department of Mines & Geology.

c. The EC for any CMS shall be temporarily transferred, with the approval of SEIAA, to the Concessionaire for the period for which mining rights for such a CMS have been granted to him.

d. The Department shall, however, reserve the right to withdraw the EC from any Concessionaire at any time for reasons to be recorded in writing.

e. The Concessionaire shall obtain the consent of the land owner(s), wherever the same is not available, arrange for all infrastructural requirements like a right of way etc.

f. Desilting operations in any water channel shall not be allowed to any Concessionaire under this policy.

g. The Director may at any time deploy such physical/ digital monitoring mechanisms through the resources of the Government, as are deemed necessary, in any CMS/ Cluster of CMS/ PMS to check whether the operations are being carried out in accordance with this policy or not.

11. Punjab Sand Portal –

a. The Department is implementing an Online Punjab Sand Portal and sale of sand to all consumers, small, medium or large, will be through online mode. All transactions/payments will be captured through an online real time monitoring system.

b. Sale of sand will be controlled by electronic documentation linked to a central documentation monitoring facility which will upload the daily progress report on the portal.

c. The concessionaire of each CMS/ Cluster of CMS shall have to notify the rate of sand on this portal. The summary of online order and the quantity of available sand at the mine shall be available on the portal. Punjab Sand Portal shall be a facility available to consumer and act as an MIS for the department and concessionaire. A mobile app may also be launched for booking of orders by consumers. Online orders can be booked from Divisional Mining Office or Sub- Divisional Mining Office.

12. Registration of Vehicles on Punjab Sand Portal –

a. All commercial vehicles used for transportation of sand, from CMS shall be registered on the sand portal these vehicles shall have Hologram and such other marking facilities as may be ordered by the Government from time to time.

b. The Department shall endeavour to create a facility to allow consumers to purchase the sand and gravel online through the departmental web-portal i.e. <https://minesandgeology.punjab.gov.in>. As and when such a facility is created, it shall be binding on the Concessionaire to accept online orders received from the portal and service them on priority.

c. The list of all the registered vehicles along with their contact details shall be displayed for the customers to place orders for transportation.

13. Weigh-bridges and Weighment Slips

a. Each mine shall have an electronic weigh-bridge, integrated with a central server. Any vehicle found carrying sand without proper weighment slip shall be liable to be seized under the provisions of the Mines and Minerals (Development and Regulation) Act, 1957 or the rules made there under.

b. The concessionaires shall be responsible for installation of weighbridge at sites, their operation, integration with the department web portal and installation of CCTV cameras at sites.

c. The weighment slips for transportation of sand will have the security features like bar codes, QR codes and will be stamped with date and time along with all other information.

d. All vehicles carrying sand shall mandatorily carry the weighment slips for transportation of sand.

e. Revenue collected by the Concessionaire against Information and Technology pegged @ 8 paise per cubic feet of Annual Concession Quantity, shall be deposited in the State exchequer by the contractor along with other quarterly installments.

f. It shall be the responsibility of the contractor for maintenance of roads connecting mining sites and to ensure that traffic is not interrupted in the vicinity of mine due to the movement/breakdown of vehicles carrying sand and gravel.

g. The weigh bridge of adequate capacity shall be installed by the concessionaire so that all the vehicles carrying minor minerals on the site shall be weighed properly.

14. Geo-tagging of mines– Geo-tagging of the mine area will be carried out while conducting physical inspection as the boundary of the mine will be checked using the coordinates recorded in GPS device, and the monitoring team can check whether any mining activity is going on outside the permitted area or not.

15. No quarrying operations in certain areas:- No quarrying operations or workings shall be carried on or permitted to be carried on by a mineral concession holder to ensure safety of river beds, river embankments, roads, railways, bridges, structures and adjoining areas as follows:

a) within a distance of 500 meters upstream/downstream of any high-level bridge and 250 meters upstream/downstream of other bridges

- b) within a distance of 100 meters inside/outside any flood protection embankment (Bundh).
- c) 75 meters from any railway line (except with the previous permission in writing of the Railway Administration concerned)
- d) 60 meters from any bridge or 60 meters from national highway.
- e) 50 meters from any reservoir, tank, canal or other public works such as public roads and buildings or inhabited sites (except with the previous permission in writing of the Government or such other Officer, authorized by it in this behalf) otherwise than in accordance with such instructions, restrictions and conditions either general or special which may be attached to such permission.
- f) In the case of village roads no workings shall be carried on within a distance of 10 meters except with the previous permission in writing of the government or any officer, duly authorized by it in this behalf;

The said distances shall be measured in the case of a railway, reservoir, drain or canal horizontally from the outer toe of the bank or the outer edge of the cutting, as the case may be, in the case of a bridge, road or highway from the outer edge of the right of way, and in the case of a building horizontally from the plinth thereof.

- (i) 7.5 meters from the outer periphery of adjoining Government/Private land;
- (ii) The depth of mining in the river bed shall not exceed 3 meters or water level whichever is less, measured from the un-mined bed level at any point in time with proper bench formation;
- (iii) The depth of mining in plane areas shall not exceed 3 meters or water level whichever is less, measured from the un-mined adjoining ground level.
- (iv) No mining shall be carried out without formation of benches under regulation 106 of metalliferous mines regulations, 1961.
- (v) No mining shall be carried out in violation of approved environment management plan/mining plan/scheme of mining.

16. To allow entry to Central Government and State Government Officer for inspection, etc:- The Concessionaire shall at all reasonable times allow the Director of Mines and Geology, Punjab, and any other Officer, authorized by the Central government or by the Punjab Government in that behalf to inspect the said lands and the buildings and plant erected thereon and the concessionaire shall assist such person(s) in conducting the inspection and afford them all information they may reasonably require, and shall conform to and observe all orders which the Central and the Punjab government as the result of such inspection or otherwise, may from time to time pass.

17. Assign, sublet or transfer of the concession: - The Concessionaire shall not assign, sublet or transfer the concession to any person without obtaining prior permission in writing from the Government.

18. Fencing and safety of working place: - The provisions of regulation 106 of metalliferous mines regulations, 1961 and sub-rule (x) of rule 62 shall be adhered to and If a working place is found to be unsafe all persons shall be withdrawn by the concessionaire immediately from the dangerous areas and all access to such working place except for the purpose of removing the danger or saving life shall be prevented by securely fencing the full width of all entrances to the place, at his own accord.

19. To keep Government indemnified from third party claims: - The Concessionaire shall keep the Government indemnified from any third party claim and shall settle such claim of his own accord.

20. Concessionaire shall erect pillars for demarcation of mine.

- 21. Fencing of excavations after termination or sooner determination of the concession:-**The closure of mine shall be as per the approved mining plan/scheme of mining. The concessionaire, on termination or sooner determination of the concession, shall at his own cost, suitable fence the excavations for safety as instructed by the Director of Mines and Geology, Punjab, or the District Mining Officer/Assistant Mining Officer.
- 22. Payment of compensation to the landowner. –** The concessionaire shall pay to the owner of the land at the rate of Rs. 50/- per tonne, of damage caused to the land under concession, for the mineral excavated.
- 23. Felling of trees:-** The concessionaire shall not fell or cut any tree, standing on the land wherein the quarry is located without obtaining prior permission in writing from the Deputy Commissioner of the District concerned or Department of Forests, Punjab, in respect of Forest areas as the case may be and paying its price fixed by him.
- 24. Not to carry on surface operation in prohibited areas: -** The concessionaire shall not carry on surface operations in any area, prohibited by any authority, without obtaining prior permission in writing from the concerned authority.
- 25. Not to enter and work in the reserved or protected Forest: -** The concessionaire shall not enter and working any reserved or protected forest without obtaining prior permission in writing from the Department of Forests, Punjab by him in this behalf.
- 26. Not to undertake any mining operations in monsoon period: -** The concessionaire shall not undertake mining operations in the river bed during the monsoon period viz. 1st July to 30th September.
- 27. Application of all rules and regulations to this Concession:-**This concession is subject to all rules and regulations which may from time to time be issued by the Government regulating the working of quarries and other matters affecting the safety, health and convenience of the concessionaire employees or of the public, whether under the Indian Mines Act, Mines and Mineral (Development and Regulation) Act, 1957 or any other law.
- 28. To report accident:-** The concessionaire shall without delay send the Deputy Commissioner concerned and the **District Mining Officer**, a report of any accident, causing loss of life or serious bodily injuries or seriously affecting or endangering life or property which may at any time occur at or in the said lands in the course of operations under this concession.
- 29. To submit reports and returns:** The concessionaire shall furnish such reports and returns relating to output, laborers employed and other matters as the Government may prescribe.
- 30. Termination upon default by concessionaire:** The Director or any authorized officer shall have the right to prematurely terminate the concession -
- (a) If the annual concession value or any other amounts due to the Government are not paid;
 - (b) if any of the terms and conditions of the concession agreement or conditions of grant or permission to undertake mining by any other statutory authority/Competent authority is violated;
 - (c) if any of the provisions of these rules and other laws both Central and State as are applicable to mines and minerals, are not complied with:

Provided that in case of default in payment of Government dues such as concession money/royalty, dead rent or any other dues payable under these presents, the concession may be terminated by the Director or any officer authorized by him without affording hearing to the concessionaire after serving upon a notice to make good the payment within three days:

Provided further that the authorized officer may also at any time after issuance of the notice for default on account of non payment of dues, enter upon the said premises and detain all or any of the mineral or movable property therein and may carry away, detain or order the sale of the property so detained, or so much of it as will suffice for the satisfaction of the concession money or rent or royalty or both dues and all costs and expenses occasioned by the non-payment thereof.

31. Penalty for default: In the event of termination of the concession for concessionaire default, the security deposit shall be forfeited and performance guarantee shall be liable to be encashed by the Government.

32. Determination of concession in public interest: The Government may by giving one month' prior notice in writing determine the concession if the Government consider it to be in a public interest.

Provided that in the State of National Emergency or war, the concession may be determined without giving such notice.

33. Surrender of Concession: The Government may accept the concessionaire's request for surrender of a concession subject to the condition that 75% of the Security shall be forfeited in case the request is received in the 1st year, 50% of the Security shall be forfeited in case the request is received in the 2nd year and 30% of the Security shall be forfeited in case the request is received in the 3rd year of contract period.

34. Recovery of concession money as arrears of land revenue: Any sum due from the concessionaire on account of concession money in respect of the concession, shall be recovered from him as arrears of land revenue.

35. The time for excavation during summer (1st April to 30th September) shall be from morning 6 O'clock to evening 7 O'clock and in winter (1st October to 31st March) shall be from morning 7 O'clock to evening 5 O'clock.

36. The concessionaire shall arrange for drinking water, rest shelters, latrines, first aid and medical facilities for workers to the satisfaction of competent authority under Mines Act, 1952, Inter-State Migrate Workmen Act, Central-State Government Labour Laws.

37. Security Deposit shall carry no interest: The security deposited by the concessionaire shall not carry any interest from the date of expiry or sooner determination of the concession.

38. Closure of mining operations: The concessionaire shall deliver the possession of the quarry to the **District Mining Officer**..... as per closure plan duly approved by competent authority if tenure of Environment Clearance expires before the expiry of the concession. On the expiry of the concession the concessionaire shall deliver possession of whole of the mining cluster allocated under this concession agreement which shall include all operated or unoperated mines.

39. To allow facilities to other concessionaires etc: The concessionaire shall allow existing and further concessionaires/mining lease holders/permit holders of any land which is compromised in or adjoins or is reached by the land, held by the concessionaire, reasonable facilities for access thereto.

40. Stocks Lying at the end of the concession: The concessionaire shall on termination or sooner determination of the concession, remove all extracted minerals from the premises of the quarry. All extracted mineral in the said lands, left over un-disposed after seven days from the date of termination or determination of the concession, shall be deemed to be the property of Government who may dispose it of any manner it may like, without paying anything therefore to the concessionaire.

41. State Government not responsible for loss to Concessionaire: The Government shall not be

responsible for any kind of loss to the concessionaire.

42. Notices: Every notice by these required to be given to the concessionaire shall be given in writing to such person, resident on the said lands, as the concessionaire may appoint for the purpose of receiving of such notices and if there shall have been no such appointment, then every such notice shall be sent to the concessionaire at the address, may from time to time in writing to the Government Designate for the receipt of notices and every such service shall be deemed to be proper, and valid service upon the concessionaire and shall not be questioned or challenged by him.

43. To Supply Minerals to the consumers: The concessionaire shall supply to consumers or allow them to excavate building stones, lime stone, kankar, bajri at the rates specified in the third schedule appended to the Punjab Minor Mineral Rules, 2013, for their bonafide personal use or for the construction of buildings charitable or philanthropic purposes.

44. Acquisitions of land of third parties and compensation thereof: In case the occupier or owner of the said lands refuses his consent to the exercise of the rights and powers reserved to the Government and demised to the concessionaire under these presents, Concessionaire shall report the matter to the government who shall ask the Collector of the District concerned to direct the occupier or owner to allow the Concessionaire to enter the said lands and to carry out such operation as may be necessary for working the mine, on payment in advance, of such compensation to the occupier or owner by the concessionaire as may be fixed by the Government from time to time.

45. To allow test of weighing machine:- The concessionaire shall allow any person or persons appointed in that behalf by the State Government at any time or times during the said term to examine and test every weighing machine to be provided and kept as aforesaid and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing any such weighing machine or weights shall be found incorrect or out of repair or order the State Government may require that the same be adjusted, repaired and put in order by and the expense of the concessionaire and if such requisition be not complied with within fourteen days after the same shall have been made, the State Government may cause such weighing machine or weights to be adjusted, repaired, and put in or order and the expense of so doing shall be paid by the concessionaire to the State Government on demand and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to the prejudice of the State Government such error shall be regarded as having existed for three calendar months, previous to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion, shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

46. Disputes Resolution Mechanism: All disputes under this contract shall be resolved by Director Mining or any other officer authorized by him and the decision in this regard shall be final.

47. Recovery:- Any amount due towards the execution of this contract shall be calculated by the Director Mining or any officer authorized by him. The department reserves the right to recover such amount due from the concessionaire. The decision of Director Mining or the officer authorized by him in this regard shall be final.

48. Force Majeure:- The Force Majeure clause would be enforced in the case of circumstances beyond the control of both the parties, which includes any order issued by National Green Tribunal or SEIAA. Neither the Authority nor the Operator shall be considered in breach of this contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure that arises after the effective date i.e. Finalization of the Bid.

In witness whereof these presents have been executed in the manner there under the day and year above written:

Signatures of the Authorized Signatory
on behalf of the concessionaire
(.....)

For and on behalf of the
Governor of Punjab

Witness:

Witness:

- 1.
- 2.

- 1.
- 2.

Chandigarh
The 2nd August, 2023

Sd/-
GURKIRAT KIRPAL SINGH, IAS
Secretary to Government of Punjab
Mining & Geology