

**REPLY TO PRE BID QUERIES**  
**COMPOSITE LICENSE FOR IRON ORE**  
**OF**  
**Dhulkhera-Jipiya Block N/v Dhulkhera-Jipiya Tehsil & District Bhilwara**  
**Tender No.: MSTC/JPR/Directorate of Mines and Geology Rajasthan, Udaipur/14/Udaipur/**  
**22-23/11110[336786]**

Sl. No.	Bidders Queries	Reply
<b>1</b>	<p>Tender Document</p> <p><b>Clause 1.7</b>  <i>“The State Government may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender Document.”</i></p> <p>The MDPA forms a part of the Tender Document, and the Bidder would be taking into account the terms and conditions of such documents while submitting the bid. Providing an unfettered right for the State Government to amend the terms and conditions of the Tender Document may be reconsidered and no material modifications in the draft MDPA should be made after the Bid Due Date.</p> <p><b>Clause 1.7</b>  <i>“The State Government may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender Document, <b>provided it does not impose any additional liability on the Bidder, financial or otherwise.</b>”</i></p> <p>Since the Bidder is relying on the information and assumptions set out in the Tender Documents while submitting the bid, any material change thereto could have significant implications on the commercial viability of the Bidder's participation in the auction for the Mineral Block.</p>	<p>Tender document condition shall prevail.</p>

<p><b>2</b></p>	<p>Tender Document</p> <p><b>Clause 2.2</b></p> <p><i>“Applicable Law” shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India.</i></p> <p>References to terms such as ‘protocols’, ‘other requirements’ and ‘other government restrictions’ are broad and ambiguous. Changes suggested alongside in order to include only such rules, regulations etc. as having the force of law within the definition of Applicable Law.</p> <p><i>“Applicable Law” shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, <del>protocols</del>, codes, guidelines, policies, notices, directions, judgments, decrees <del>or other requirements</del> or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, <del>or other government restriction</del> or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India.</i></p> <p>To provide further clarity on ambit of “Applicable Law”</p>	<p>Tender document condition shall prevail.</p>
<p><b>3</b></p>	<p>Tender Document</p> <p><b>Clause 4.1</b></p> <p><i>The following information regarding the Concession Area is included in a separate “Information Memorandum” attached along with this Tender Document as Schedule V:</i></p> <p>.....</p> <p>.....</p> <p>Please provide us with a copy of the Information Memorandum.</p>	<p>Information memorandum is attached as Schedule V (Page 104 onwards of tender document).</p>

	<p>None</p> <p>The Information Memorandum will help Bidders make an informed decision.</p>	
4	<p>Tender Document</p> <p><b>Clause 5(b)</b>  <i>In case the notice inviting tender is issued between 1st April to 30th September (both days inclusive) of a year, the audited balance sheet of the financial year before the immediately preceding financial year, from the date of issuance of notice inviting tender, may be submitted by the bidder, if the audited balance sheet of the immediately preceding financial year is not available.</i></p> <p>The requirement for Bidders to submit balance sheets along with the Technical Bids (as set out in Clause 5(b)) is not included in the general conditions for the submission of Technical Bids as set out in Clause 14.1. Please clarify whether a copy of the Bidder's balance sheet will need to accompany the Technical Bid. In case the Bidder relies on the net worth of its holding company, please confirm if the balance sheet of the holding company should be submitted.</p> <p><b>None</b></p> <p>To provide the Bidders clarity regarding the bid documentation.</p>	<p>Networth certificate from Statutory auditor alongwith audited balance sheet is required.</p>
5	<p>Tender Document</p> <p><b>Clause 8.1 (Section B)</b>  <i>(b) The e-auction process shall be annulled if none of the Qualified Bidders submits a Final Price Offer on the online electronic auction platform. In case the e-auction process is annulled due to non-submission of at least one Final Price Offer on the electronic auction platform, the Bid Security of the Qualified Bidder(s) who has submitted the highest Initial Price Offer i.e. the applicable Floor Price for the second round of e-auction, shall be forfeited in accordance with Clause 15.6.</i></p> <p><b>Clause 15.6(e)</b>  <i>If the e-auction process is annulled due to non-submission of at least one Final Price Offer on the electronic auction platform, by the Qualified</i></p>	<p>Tender document condition shall prevail.</p>

*Bidder(s) who has submitted the highest Initial Price Offer i.e. the applicable Floor Price for the second round of the e-auction.*

Please consider if the forfeiture of Bid Security for failure to submit a Final Price Offer can be removed.

*The e-auction process shall be annulled if none of the Qualified Bidders submits a Final Price Offer on the online electronic auction platform. In case the e-auction process is annulled due to non-submission of at least one Final Price Offer on the electronic auction platform, the Bid Security of all the Qualified Bidder(s) who has submitted the highest Initial Price Offer shall be returned in accordance with the terms of this Tender Document. i.e. ~~the applicable Floor Price for the second round of e-auction, shall be forfeited in accordance with Clause 15.6.~~*

**Clause 15.6(e)**

*~~If the e-auction process is annulled due to non-submission of at least one Final Price Offer on the electronic auction platform, by the Qualified Bidder(s) who has submitted the highest Initial Price Offer i.e. the Applicable Floor Price for the second round of the auction.~~*

Given that the Bidders have no visibility on the Floor Price, it may be possible that Bidders do not wish to participate in the auction or quote a higher Final Price Offer (for instance if an unreasonably high Floor Price is set). In such a scenario, Bidders should be allowed to withdraw from the auction process without being penalized.

<p><b>6</b></p>	<p>Tender Document</p> <p><b>Clause 8.5</b></p> <p><i>Special provisions relating to minerals specified in Part B of the First Schedule to the Act and as per Rule 21 of the Auction Rules:</i></p> <p>.....</p> <p>.....</p> <p>Please confirm if costs of collection and stacking of atomic (including ensuring safety thereof) minerals will be reimbursed by the State Government to the Successful Bidder.</p> <p>Please also confirm the recourse available to the Successful Bidder if it is unable to procure a license under the Atomic Energy Act, 1962 for handling of these minerals.</p> <p><b>None</b></p> <p>To provide additional clarity to the Bidders.</p>	<p>There is no provision for such reimbursement by State Govt.</p> <p>It will dealt as per prevailing rules.</p>
<p><b>7</b></p>	<p>Tender Document</p> <p><b>Clause 10.1</b></p> <p>a) .....</p> <p>.....</p> <p><i>submit an unconditional and irrevocable Performance Security for an amount equal to INR 4,97,04,000.00 (Indian Rupees Four Crore Ninety-Seven Lakh Four Thousand Only) to the State Government in favour of concerned AME/ME,, from an Acceptable Bank pursuant to Rule 18(1) of the Auction Rules. The Performance Security must be valid till:</i></p> <p><i>(i) all the obligations of the Preferred Bidder or Successful Bidder under the Tender Document and/or deed for grant of a Composite Licence to be executed between the State Government and the Successful Bidder and/or the letter of intent with respect to the Performance Security have been fully paid and its claims satisfied or discharged; or</i></p>	<p>As per Rule 19 of Mineral Auction Rules and as per Clause 10.1 of tender document, a single bank guarantee for performance security is required.</p>

*(ii) till the State Government certifies that the terms and conditions of the Tender Document and/ or the deed for grant of a prospecting licence to be executed between the State Government and the Successful Bidder and/or the letter of intent with respect to the Performance Security have been fully and properly carried out by the Preferred Bidder or Successful Bidder and accordingly discharges this guarantee; or*

*(iii) on provision of a revised Performance Security under sub-rule (2) of rule 19 of the Auction Rules,*

*whichever is later.*

*Provided that the State Government may, for the reasons to be recorded in writing, extend the period of fifteen days for submission of Performance Security by further fifteen days*

Please confirm if the Successful/ Preferred Bidder is required to provide the entire Performance Security through a single bank guarantee instrument or multiple instruments (with an aggregate value of the Performance Security) may be submitted by the Successful/ Preferred Bidder.

*“It is clarified that Successful/ Preferred Bidders may furnish multiple irrevocable and unconditional guarantees from Acceptable Banks with an aggregate value equal to the value of the Performance Security”*

Allowing Successful/ Preferred Bidders to submit multiple guarantees towards Performance Security will provide flexibility; especially given that the amount of the Performance Security may vary from year to year.

<p><b>8</b></p>	<p>Tender Document <b>Clause 10.3</b></p> <p>(a)..... .....</p> <p><i>Provided that on expiry of a period of one year from the date of the letter of intent, no Prospective Licence Deed of Composite Licence shall be executed and the letter of intent for composite licence shall be invalidated leading to annulment of the entire process of auction:</i></p> <p><i>Provided further that the State Government may allow a further period of six months for execution of the Prospective Licence Deed, if the reasons for delay were beyond the control of the Preferred Bidder.</i></p> <p>Please confirm that the period for execution of the composite license deed will be extended without any repercussions or penalties for the Successful Bidder if such delay is for reasons attributable to the State Government.</p> <p><i>Provided further that the State Government may allow a further period of 2 (two) years for execution of the mining lease deed if the reasons for delay were beyond the control of the Preferred Bidder.</i></p> <p><i>Further provided that the period for execution of the prospective licence deed of Composite Licence shall be extended by the State Government if such delay is attributable to the State Government. In such a scenario, the consequences set out in this Clause 10.3 shall not apply.</i></p> <p>The Successful Bidder should not be penalized for delays attributable to the State Government.</p>	<p>It will be dealt as per prevailing rules.</p>
<p><b>9</b></p>	<p>Tender Document</p> <p><b>Clause 10.6(c)</b></p> <p>..... .....</p>	<p>Please refer to reply mentioned at serial no. 7</p>

	<p><i>In such case, the bank guarantee constituting the Performance Security shall be substituted with another bank guarantee from an Acceptable Bank of the reassessed value issued in accordance with this Clause 10.6, which is for the revised amount or if the Performance Security has been provided through a security deposit, additional amount towards security deposit shall be provided;</i></p> <p>Please confirm if the holder of the Composite Licence is required to provide the entire Performance Security through a single bank guarantee instrument or multiple instruments (with an aggregate value of the Performance Security) may be submitted by the holder of the Composite Licence.</p> <p><i>In such case, the bank guarantee constituting the Performance Security shall be substituted with <b>or supplemented by</b> another bank guarantee from an Acceptable Bank of the reassessed value issued in accordance with this Clause 10.6, which is for the revised amount or if the Performance Security has been provided through a security deposit, additional amount towards security deposit shall be provided;</i></p> <p>Allowing holder of the Composite Licence to submit multiple guarantees towards Performance Security will provide flexibility; especially given that the amount of the Performance Security may vary from year to year.</p>	
<p><b>10</b></p>	<p>Tender Document</p> <p><b>Clause 14.4</b></p> <p><i>If there is a conflict between the mining lease which is inclusive of the MDPA and this Tender Document, the mining lease which is inclusive of the MDPA would have overriding effect....</i></p> <p>Please confirm that the mining lease to be signed for the Mineral Block shall be as per the Minerals (Other than Atomic and Hydro Carbons Energy</p>	<p>It shall be as per the the Minerals (Other than Atomic and Hydro Carbons Energy Minerals) Concession Rules, 2016. Act and Rules will have overriding effect. Act will override rules and rules will override tender document as the case may be for mining lease and composite license.</p>



	<p>Minerals) Concession Rules, 2016.</p> <p>Further, please confirm whether the Composite License will override the Tender Documents</p> <p><b>Clause 14.4</b></p> <p><i>If there is a conflict between the Composite License or mining lease which is inclusive of the MDPA, as the case may be and this Tender Document, the Composite License or mining lease which is inclusive of the MDPA, as the case may be, would have overriding effect.</i></p> <p>To provide additional clarity to the Bidders.</p>	
<p><b>11</b></p>	<p>Tender Document</p> <p><b>Clause 14.7.4</b></p> <p><i>In the aforementioned events, the State Government shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the State Government under the Tender Document, or otherwise, without any liability whatsoever</i></p> <p><b>Clause 15.6</b></p> <p><i>The Bid Security or the Performance Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the State Government under the Tender Document and/or otherwise, under, inter alia, the following conditions:</i></p> <p>.....</p> <p>.....</p> <p>Please consider if the remedies of the State Government can be limited to forfeiture of the Bid and/or Performance Security.</p> <p><b>Clause 14.7.4</b></p>	<p>Tender document condition shall prevail.</p>

	<p><i>In the aforementioned events, the State Government shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be. <del>without prejudice to any other right or remedy that may be available to the State Government under the Tender Document, or otherwise, without any liability whatsoever</del></i></p> <p><b>Clause 15.6</b></p> <p><i>The Bid Security or the Performance Security shall be forfeited as damages <del>without prejudice to any other right or remedy that may be available to the State Government under the Tender Document and/or otherwise,</del> under, inter alia, the following conditions:</i></p> <p>Considering that the definitive agreements for the Mineral Block will not have been signed at this stage and the State Government may award the Mineral Block to Bidders with the second highest Final Offer Price, the loss caused to the State Government is limited to costs involved in conducting the bid process. Accordingly, the forfeiture of Bid and/or Performance Security may be considered sufficient to compensate the State Government for its time and efforts in relation to the bid process.</p>	
<p><b>12</b></p>	<p>Tender Document</p> <p><b>Clause 17.5</b></p> <p><i>Mining in Charagah land will be carried out as per notifications / circulars issued by Government from time to time.</i></p> <p>The process for using the pasture land for non-agricultural purpose is provided under Rule 7 of Rajasthan Tenancy (Government) Rules, 1955 and in accordance with circulars and notifications issued by the state government from time to time.</p> <p>As per Tender Document, mining in charagah land is required to be carried out as per notifications / circulars issued by government from time to time. However, as per Rule 7 of Rajasthan Tenancy (Government) Rules, 1955, a</p>	<p>As per Rule 7 of Rajasthan Tenancy (Government) Rules, the liability of prior approval from Collector or any other compliance lies with preferred bidder.</p>

	<p>prior approval from collector is required to be obtained prior to allotment of charagah land.</p> <p>We understand from the Tender Document that charagah land forms part of the Lease Area, please confirm if the compliance under Rule 7 of Rajasthan Tenancy (Government) Rules, 1955 and notifications / circulars issued by government from time to time, will be undertaken by the state government prior to grant of Mining Lease.</p> <p><i>None</i></p> <p>The Bidder requires clarity whether the obligation to comply with grant of charagah land vests with state government.</p>	
<p><b>13</b></p>	<p>Tender Document</p> <p><b>Schedule I</b></p> <p>A. ....</p> <p>(k)</p> <p><i>In case if an applicant is a subsidiary of another company incorporated in India, then the holding company has to submit an undertaking stating that the applicant will continue to be subsidiary of holding company until such time, the applicant meets the minimum required net worth threshold.</i></p> <p>Please provide us with a format or description of the content of the undertaking to be provided by the holding company of the Bidder.</p> <p>Please also confirm if any supporting documentation, needs to be submitted to describe the shareholding relationship between the holding company and the subsidiary.</p> <p><i>None</i></p> <p>To provide the Bidders clarity regarding the bid documentation.</p>	<p>A declaration from authorized signatory may be given stating that “we declare that we shall continue to be the subsidiary [Name of holding company] until such time, we meets the minimum required network threshold.</p> <p>Shareholding relationship between the holding company and the subsidiary shall be required.</p>
<p><b>14</b></p>	<p>Tender Document</p> <p><b>Schedule I</b></p> <p>.....</p> <p><i>B.(1)</i></p>	<p>It refers to certificate of incorporation.</p>

	<p>.... (d)</p> <p>(i) Certificate of registration of the Bidder which is a company, or copy of passport or other nationality document in case Bidder is an individual.</p> <p>Please clarify whether the 'certificate of registration' refers to the registration with MSTC e-auction portal.</p> <p><b>None</b></p> <p>To provide the Bidders clarity regarding the bid documentation.</p>	
<p><b>15</b></p>	<p>MDPA</p> <p><b>Clauses 4.1.1 and 4.1.2</b></p> <p><i>The Preferred Bidder has provided to the State Government [an irrevocable and unconditional bank guarantee, dated [date] from [name of bank] issued at [place] and payable at [capital of the State]/ security deposit] for an amount equal to INR [amount in figures] (Rupees [amount in words]) (the “Performance Security”) in the format provided in Schedule III of the Auction Rules.</i></p> <p><i>The amount of Performance Security shall be reassessed every five years commencing from the date of issuance of the Performance Security i.e. [date], so that the amount of Performance Security corresponds to 0.5% of the reassessed Value of Estimated Resources including the value of any newly discovered mineral that may be included in the mining lease deed on its discovery.</i></p> <p>Please confirm if the Preferred Bidder is required to provide the entire Performance Security through a single bank guarantee instrument or multiple instruments (with an aggregate value of the Performance Security) may be submitted by the Preferred Bidder.</p> <p>Please also clarify whether the Performance Security is required to be</p>	<p>Please refer to reply mentioned at serial no. 7</p> <p>It shall be payable at place of concerning ME office.</p>

	<p>payable at Jaipur or some other city in Rajasthan.</p> <p><i>“It is clarified that the Preferred Bidder may furnish multiple irrevocable and unconditional bank guarantees with an aggregate value equal to the value of the Performance Security”</i></p> <p>Allowing Preferred Bidder to submit multiple guarantees towards Performance Security will provide flexibility; especially given that the amount of the Performance Security may vary from year to year.</p>	
<p><b>16</b></p>	<p>MDPA <b>Clause 4.2.2</b></p> <p><i>Provided however that in the event an Appropriation Event has occurred solely on account of an Event of Force Majeure which could not have been mitigated by the Successful Bidder through Good Industry Practice as provided in Clause 17, then the Performance Security shall not be appropriated for such specific Appropriation Event.</i></p> <p>The clause does not provide for an exception for a situation where the Appropriation Event is on account of a default of the State Government, in which case the Performance Security should not be appropriated.</p> <p><b>Clause 4.2.2</b></p> <p><i>4.2.2. Provided however that in the event an Appropriation Event has: (a) occurred solely on account of an Event of Force Majeure which could not have been mitigated by the Successful Bidder through Good Industry Practice as provided in Clause 17; and/or (b) for reasons attributable the State Government, then the Performance Security shall not be appropriated for such specific Appropriation Event.</i></p> <p>The Successful Bidder should not be penalized if the Appropriation Event has occurred for reasons not attributable to it.</p>	<p>It will be dealt as per prevailing rules.</p>

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MDPA

**Clause 4.3.1**

4.3.1. Upon occurrence of an Appropriation Event, to be determined by the State Government, the State Government shall have the unconditional right to appropriate the Performance Security in the following proportion by providing a written notice to the Successful Bidder in the following proportion:

<b>Table 4.3.1</b>		
<i>S No.</i>	<i>Appropriation Event</i>	<i>Amount of the Performance Security to be appropriated</i>
5.	<i>Any breach or non-compliance with any of the provisions of the Act and rules made thereunder, the mining lease inclusive of this Agreement and the Tender Document</i>	<i>Such proportion as may be determined by the State Government in its sole discretion.</i>

Please confirm that the Performance Security will be forfeited only where the mining lease is terminated for reasons solely attributable to the Successful Bidder.

**Table 4.3.1**

The performance security is forfeited as per prevailing penalty schedule and rules.

S No.	Appropriation Event	Amount of the Performance Security to be appropriated	
5.	Any breach or non-compliance with any of the provisions of the Act and rules made thereunder, the mining lease inclusive of this Agreement and the Tender Document <i>by the Successful Bidder</i>	Such proportion as may be determined by the State Government in its sole discretion	
The Successful Bidder should not be penalized if the mining lease is terminated for reasons beyond their control.			<p><b>18</b></p> <p>MDPA</p> <p><b>Clause 6.3</b></p> <p><i>The Mining Lease shall be for all minerals (excluding minor minerals) found in the area pursuant to exploration prior to the auction. If prior to the auction or subsequent to the auction, presence of minor mineral(s) is established or discovered, such minor minerals may be dealt as per the provisions of the Minor Mineral Concession Rules, by whatever name called, framed by the concerned State Government under section 15 of the Act.</i></p> <p>Please confirm if the Minimum Production Requirement (including penalties for shortfall) will apply to additional major and minor minerals discovered at the Mineral Block.</p> <p><b>None</b></p> <p>This will help Bidders take an informed decision.</p>
<p><b>19</b></p> <p>MDPA</p> <p><b>Clause 7.1.2</b></p> <p><i>The Upfront Payment paid by the Successful Bidder shall be adjusted in full</i></p>			<p>No monthly payment of premium amount are required to be made until the upfront payment is fully adjusted.</p>

	<p><i>at the earliest against the amount to be paid under sub-rule (3) of rule 8 of Auction Rules on commencement of production of mineral.</i></p> <p><b>Clause 7.1.3</b></p> <p><i>The Monthly Payment is required to be made within 20 calendar days of expiry of each month with respect to Mineral extracted from the Lease Area in such calendar month.</i></p> <p>The provision regarding adjustment of Upfront Payments against Monthly Payments must be reflected in this Clause.</p> <p><b>Clause 7.1.3</b></p> <p><i>The Monthly Payment is required to be made within 20 calendar days of expiry of each month with respect to Mineral despatched from the Lease Area in such calendar month. It is clarified that no Monthly Payments are required to be made until the Upfront Payment is fully adjusted against the Monthly Payments in accordance with Clause 7.1.2.</i></p> <p>To clarify the adjustment mechanism set out in the Tender Document and MDPA.</p>	
20	<p>MDPA</p> <p><b>Clause 8.3</b></p> <p><i>Any non-compliance with the Production Requirement would result in appropriation of the Performance Security in the manner stipulated in Clause 4 (PERFORMANCE SECURITY) and in case where such non-compliance exceeds for more than [seven] instances, such non-compliance shall give the State Government a right to determine the mining lease without prejudice to any other proceedings to be taken against the mining lease holder.</i></p> <p>(i) Please consider clarifying that the mining lease will not be terminated if the shortfall in meeting the Production Requirement is on account of Events of Force Majeure, reasons attributable to the State Government or events beyond the Successful Bidder's control.</p> <p>(ii) Please consider if the mining lease can be terminated for the failure to</p>	<ol style="list-style-type: none"> <li>1. Mining lease will not be terminated if short fall in meeting the production requirement is on account of event of force majeure. However, in other cases for short fall in meeting production requirement the ML shall not be terminated but penalty shall be recovered as per rules.</li> <li>2. Tender document condition shall prevail.</li> </ol>



	<p>meet Production Requirement [seven] times during a ten year period instead of termination for any [seven] instances of shortfall across the term of the mining lease.</p> <p><b>Clause 8.3</b></p> <p><i>Any non compliance with the Production Requirement would result in appropriation of the Performance Security in the manner stipulated in Clause 4 (PERFORMANCE SECURITY) and in case where such non-compliance exceeds for more than [seven] instances in a continuous period of 10 years, such non-compliance shall give the State Government a right to determine the mining lease without prejudice to any other proceeding to be taken against the mining lease holder.</i></p> <p><i>Provided however, the State Government shall not terminate the mining lease if the Successful Bidder has not been able to maintain Production Requirement on account of Events of Force Majeure, reasons attributable to the State Government and/or other reasons beyond the Successful Bidder's control.</i></p> <p>The Successful Bidder should not be penalized for reasons beyond its control.</p>	
<p><b>21</b></p>	<p>MDPA <b>Clause 12.2(e)</b></p> <p><i>any claim made against the Indemnified Party by a Third Party for death, personal injury or damage to property arising out of or in connection with mining operations at the Lease Area or performance or nonperformance of any of the obligations under this Agreement</i></p> <p>Please clarify that this is limited to performance by the Successful Bidder.</p> <p><i>Any claim made against the Indemnified Party by a Third Party for death, personal injury or damage to property arising out of or in connection with mining operations at the Lease Area or performance or non-performance of any of the obligations under this Agreement by the Successful Bidder.</i></p>	<p>Tender document condition shall prevail.</p>

	To provide additional clarity to the Bidders	
22	<p>MDPA</p> <p><b>Clause 12.4</b></p> <p><i>Subject to the Successful Bidder providing security to the Indemnified Party, to the Indemnified Party's sole and absolute satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, the Successful Bidder may take such action as it may reasonably deem fit to avoid, dispute, compromise or defend the Claim.</i></p> <p>Please consider if the requirement to provide a security only for the indemnification process can be removed.</p> <p><b>Clause 12.4 to be modified as below</b></p> <p><i>Subject to the Indemnified Party's rights to encash the Performance Security for any claim, liability, costs, expenses, damages or losses which may be incurred by the Indemnified Party, the Successful Bidder may take such action as it may reasonably deem fit to avoid, dispute, compromise or defend the Claim.</i></p> <p>The Successful Bidder is required to provide and maintain a Performance Security which should suffice for indemnity claims as well.</p>	Tender document condition shall prevail.
23	<p>MDPA</p> <p><b>Clause 17.1</b></p> <p><i>Event of Force Majeure means any of the following events or circumstances or combination of the following events or circumstances which are beyond the reasonable control of the Successful Bidder, which could not have been prevented by Good Industry Practice or by the exercise of reasonable skill and care and which or any consequences of which, have a material and adverse effect upon the performance by the Successful Bidder of its obligations or enjoyment of its rights:</i></p>	Tender document condition shall prevail.

	<p>Please consider including unlawful revocation or refusal to grant authorizations as an Event of Force Majeure</p> <p>Please also consider if discovery of geological and archaeological finds can be included as an Event of Force Majeure.</p> <p><b>Clause 17.1</b></p> <p>(i).....</p> <p>(ii).....</p> <p>(vii) changes in applicable law, interim or final order from a court of competent jurisdiction that prevents performance of obligations for reasons not attributable to the Successful Bidder, unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Successful Bidder or any of its contractors to perform their obligations under this Agreement;</p> <p>(viii) discovery of geological or archaeological finds which are required to be treated and processed in accordance with Clause 9.3.</p> <p>Unlawful or unauthorized revocation/ refusal to grant approvals by a government instrumentality is beyond is Successful Bidder’s control and may be specifically added as an Event of Force Majeure.</p>	
<p><b>24</b></p>	<p>MDPA</p> <p><b>Clause 17.1 (ii)</b></p> <p>.....</p> <p>.....</p> <p>(ii) epidemic or pandemic Please include lockdowns due to pandemics.</p> <p><b>Clause 17.1 (ii)</b></p> <p>.....</p>	<p>Tender document condition shall prevail.</p>

	<p>.....</p> <p>(ii) epidemic or pandemic and any lockdown imposed pursuant thereto.</p> <p>To provide additional clarity to the Bidders</p>	
25	<p>MDPA</p> <p><b>Clause 19.5</b></p> <p><b>Further assurance</b></p> <p>The Successful Bidder shall cooperate with the State Government and execute and deliver to the State Government such instruments and documents and take such other actions as may be requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.</p> <p>The State Government may please provide similar support and assurances to the Successful Bidder.</p> <p><b>New Clause 19.5.1</b></p> <p>The State Government shall provide support to the Successful Bidder and undertakes to observe, comply with and perform, in accordance with the provisions of this Agreement and the Applicable Laws, the following:</p> <p>(a) provide assistance to the Successful Bidder in obtaining access to all necessary infrastructure, facilities and utilities for undertaking mining operations at the Lease Area;</p> <p>(b) support, cooperate with and facilitate the Successful Bidder in the implementation and operation of the mining operations in accordance with the provisions of this Agreement;</p> <p>(c) provide reasonable assistance to the Successful Bidder and any expatriate personnel of the Successful Bidder or its contractors to obtain applicable visas and work permits for the purposes of discharge by the Successful Bidder or its contractors their obligations under this Agreement; and</p> <p>(d) provide support and documentation to the Successful Bidder and its</p>	Tender document condition shall prevail.

	<p>lenders in relation to financing of capital and operational costs for the Mineral Block and mining operations.</p> <p>The State Government’s assistance and assurances will ensure timely commencement of mining operations and smooth operations throughout the term of the Agreement and mining lease.</p>	
<p><b>26</b></p>	<p>MDPA  <b>Clause 2.4 of Schedule F (Warranties)</b></p> <p><i>The execution and delivery of this Agreement by the Successful Bidder and the performance of the obligations under it do not and shall not:</i></p> <p>(a).....</p> <p>(b) <i>require on the part of the Successful Bidder, any filing with, or permission, authorisation, consent or approval of, any Governmental Authority;</i></p> <p>Warranty 2.4(b) may please be deleted.  <b>Clause 2.4 of Schedule F (Warranties)</b></p> <p><i>The execution and delivery of this Agreement by the Successful Bidder and the performance of the obligations under it do not and shall not:</i></p> <p>(a).....</p> <p><del>(b) <i>require on the part of the Successful Bidder, any filing with, or permission, authorisation, consent or approval of, any Governmental Authority;</i></del></p> <p>For performance of obligations under the MDPA, the Successful Bidder will be required to procure permits under Applicable Law and make periodic filings, as required. Further, the Successful Bidder must enter into, pay stamp duty on, and register the mining lease.</p>	<p>Tender document condition shall prevail.</p>
<p><b>27</b></p>	<p>MDPA  <b>Paragraph 3(h) of Schedule F – Warranties</b></p>	<p>Tender document condition shall prevail.</p>

*The Successful Bidder*

*(h) except as set forth in any Mining Lease, all rights and interests of the Successful Bidder in and to the Lease Area shall pass to and vest in the relevant Governmental Authority on the date of termination or expiry hereof, free and clear of all Encumbrances without any further act or deed on the part of the Successful Bidder or the Central Government.*

As per the Tender Document, upon termination of the Mining Lease, the Lease Area will vest in the relevant Governmental Authority, free and clear of all Encumbrances.

The term encumbrances under the Tender Document is defined as “any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, **title defect**, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.”

While the Successful Bidder will only be holding a Mining Lease granted by the Government Authority, the title will always vest with the Government Authority and maintaining the perfect title should be the obligation of the Government Authority for the entire Concession and not the Successful Bidder.

Further, in case of any claim in title, the Government Authority should remain responsible and accordingly, in case any claim on title is received, the Successful Bidder will not be responsible for the same.

Hence, upon termination of Mining Lease, the Successful Bidder will not be able to return the Lease Area free of title defect. Please clarify.

	<p>NA</p> <p>The Successful Bidder is being granted limited rights under Mining Lease and the title vests with Government Authority and accordingly, the Successful Bidder is not responsible for any claim / obligation to maintain the title free from defects.</p>	
28	<p>General</p> <p><b>None</b></p> <p>Please consider providing a cure period to Bidders for rectifying non-compliances with the Tender Document, mining lease and/or the MDPA prior to encashment of the Bid Security or Performance Security, as the case may be.</p> <p><b>None</b></p> <p>To provide Bidders with an opportunity to rectify non-compliances prior to monetary penalties being levied.</p>	<p>Opportunity for rectifying non compliances shall be given as per rules.</p>
29	<p>General</p> <p><b>None</b></p> <p>Will the Successful Bidder be immune from any civil / legal/ criminal/ title disputes / commercial liabilities on the current land?</p> <p><b>None</b></p> <p>The Bidder requires that all claims and litigations be resolved to ensure uninterrupted and continuous business operations.</p>	<p>It will depend from place to place and the department shall corporate to preferred bidder to the extent possible.</p>
30	<p>General</p> <p><b>None</b></p> <p>(a) As per the details of Lease Area provided in Part C of Schedule V, we understand that the Lease Area is held by various categories including forest land, government land, private land, charagah land, panchayat land, land belonging to different authorities like NHAI, UIT, etc. Please confirm if the Lease Area has been acquired by the Government Authority for the purposes of grant of Composite License and the Mining Lease.</p> <p>(b) In case the land comprised in Lease Area has not been acquired by the Government Authority, then please provide the timelines for completion of acquisition.</p>	<p>The land in lease area is to be acquired by successful bidder on its own.</p> <p>The area has already been notified.</p> <p>All obligation related to land is to be dealt by the preferred bidder.</p>

- (c) Please confirm if the notice to all the titleholders, including the authorities, have been served intimating that the land is proposed to be acquired for grant of Mining Lease.
- (d) Please confirm that the entire resettlement and rehabilitation (R&R) in relation to the land comprising the Lease Area is complete. Please also confirm that there are no payment or other obligations to be undertaken by the Successful Bidder in this regard.
- (e) Please confirm if the government will render necessary assistance in obtaining the requisite approvals for the lands comprised in the Lease Area are classified as any specific category such as (i) forest land; (ii) any special category lands; (iii) lands belonging to Scheduled Caste / Scheduled Tribes persons; (iv) re-routing of high-tension wire and railway line passing through the Lease Area.
- (f) Please confirm if the government will assist in removing encroachments / obstructions / blockades, etc. as may be standing over the lands comprised in the Lease Area.
- (g) Please confirm if the Lease Area falls within any eco-sensitive zone, protected area, wildlife corridor, etc. as earmarked and declared by the relevant Government Authorities from time to time.
- (h) Please confirm if any part of the land comprised in Lease Area forms part of the area earmarked or allotted to army personnel / military use and purpose, etc.
- (i) Please confirm that in case any claim or litigation or proceeding is initiated during the Concession on the Lease Area, the same shall be dealt by the Government Authority, without any obligation of the Successful Bidder.

Please confirm whether the right to access the Lease Area land pursuant to the Composite License and for the purposes of carrying out prospecting



	<p>operations will be arranged by the state government, without any obligation / cost to the Successful Bidder.</p> <p><b>None</b></p> <p>It is essential for Bidders to get clarity on these aspects to ascertain the costs and issues in relation to the Lease Area and understand the timelines for commencement of operations. This will help Bidders take an informed decision.</p>	
<p><b>31</b></p>	<p>History of the Block; Letter of Intent (LoI) issued to M/s Steel Authority of India Limited</p> <p><b>State of Rajasthan had, on 1<sup>st</sup> July, 2015, issued Letter of Intent (LoI) for mining lease to M/s Steel Authority of India Limited (SAIL) on the very same area of Dhulkhera Block</b></p> <p>Please Clarify as follows:</p> <ol style="list-style-type: none"> <li>1. Why Mining Lease could not be granted to M/s SAIL?</li> <li>2. Matter of M/s SAIL was dealt under which Section of MMDR Act as it cannot come either under Section 10 A 2 b as no PL was granted to M/s SAIL or under Section 10 A 2 c as LoI was granted after 12<sup>th</sup> January, 2015?</li> <li>3. Whether M/s SAIL has filed any litigation in any Court of Law with respect to grant of mining lease?</li> </ol> <p>If yes, kindly provide the details. These clarifications are necessary for bidders to know about past history of the block so as to avoid / prepare for any litigation in future.</p>	<p>The block was lapsed under section 10(A)2(c) of MMDR Act, 1957 .</p> <p>As of now, there is no litigation on it.</p>
<p><b>32</b></p>	<p>History of the Block; Approved Mining Plan of Steel Authority of India Limited M/s SAIL has also got approval of Mining Plan by IBM Vide letter No. 808 dated 13.06.2016, <b>where on page no. 20, specific gravity of iron ore is mentioned as 2.69</b></p> <p>Specific Gravity for calculating resource of Dhulkhera-Jipiya Block is taken as 3.75 based on Mining Plan of Jindal Saw Limited (JSL), which was approved in the year 2005.</p> <p>Please clarify as follows:</p> <ol style="list-style-type: none"> <li>1. When, approved mining plan of M/s SAIL is recent one than of M/s JSL, why specific gravity is taken as 3.75 instead of 2.69?</li> </ol> <p>Whether resources of the block will be reassessed based on specific gravity of 2.69 as resource of the block will reduced in the tune of 21 million tons (Approx)</p> <p>This clarification is needed to bidders as revised resource value will affect all the financial parameters like Bid Security, Performance Security and Upfront Payment</p>	<p>The block is being proposed for auction under composite license. The successful bidder has to carry out detailed exploration of the block to establish revise resources.</p>

	in future.	
<b>33</b>	<p>History of the Block; Correspondences of MoEFCC with M/s SAIL with respect to Environmental Clearance</p> <p>M/s SAIL also applied for Forest Clearance and Environmental Clearance. ToR was granted on 16.08.2016</p> <p>MoEF Letter dated 03.01.2017 addressed to M/s SAIL specifically ask about <b>“updated status of court cases”</b></p> <p>1. Please clarify about said Court Cases? Is there any issued with grant of Environmental Clearances in that area?</p> <p>These clarifications are necessary for bidders to know about past history of the block area with respect to FC/EC so as to avoid / prepare for any litigation in future.</p>	As of now, there is no litigation on it.
<b>34</b>	<p>Block Summary Block area contains variety of land types including Private land of 448.6357 Ha</p> <p>In past Jindal Saw Limited had faced many hurdles in acquisition of private land in the very same locality. In October, 2013, <b>Rajasthan High Court has stayed land acquisition of M/s JSL</b></p> <p>1. Are there any issues with respect to acquisition of private land in that area? 2. Is there any stay by the Court of Law with respect to acquisition of private land in that area?</p> <p>These clarifications are necessary for bidders to know about past history of the block area with respect to acquisition of private land so as to avoid / prepare for any litigation in future.</p>	As on today, there are no issues on acquisition of private land. The acquisition of land shall be done by preferred bidder on its own.
<b>35</b>	<p>Block Summary Block area contains variety of land types including <b>Madarsa; 0.1576 Ha Masjid; 0.0305 Ha Devsthan; 4.275 Ha</b></p> <p><b>Order of Hon’ble Supreme Court in Civil Appeal No. 2788 of 2022 dated 29<sup>th</sup> April, 2022 in the matter of WAQF Board vs Jindal Saw Limited</b></p> <p>Please clarify as follows:</p> <p>1. Since Dhulkhera block also contains religious place like Masjid, Madarsa and Devsthan, what will be impact of said Order of Hon’ble Supreme Court? 2. Whether any due diligence is made by the Government of Rajasthan about these religious places in light of the said Order? Since these religious places are part of the block, whether these places can be</p>	<p>The land types including Madarsa, Masjid &amp; Devsthan was falls in Dhulkhera, Arjiya &amp; Bhadalikhera village periphery not on exposed iron band</p> <p>The order of Hon’ble Supreme Court is area specific and not a general order.</p>

	<p>relocated for optimization of mineral resource if at all required at the time of mining stage?  These clarifications are necessary for bidders to know about past history of the block area with respect to acquisition of variety of land so as to avoid / prepare for any litigation in future.</p>	
<b>36</b>	<p>Tender Document  <b>9. Reserve Price</b>  9.1 The Reserve Price is <b>22.5%</b> (Twenty-Two dot Five Percent) of Value of Mineral Despatched. The “Value of Mineral Despatched” shall be an amount equal to the product of .....</p> <p><b>Please clarify as follows:</b></p> <ol style="list-style-type: none"> <li>1. Since Dhulkhera Iron Ore Block is for Composite License, why such a high reserve price is considered?</li> <li>2. What is the basis of Keeping Reserve Price as high as 22.5%?</li> <li>3. How this percentage is arrived?</li> </ol> <p>Since base price of mineral for any block is important from Initial Price Point (IPO) of view, it should be clarified to bidders.</p>	The onus of deciding reserve price is on State Govt.
<b>37</b>	<p>Tender Document  <b>14.1.1</b>  Amount of Bid security INR 4,97,04.000 is arrived as 0.25% of Estimated Value of Resource.</p> <p>Accordingly Estimated Value of the Resource (EVR) will be more than INR 1988 crores.</p> <p><b>Please clarify as follows:</b></p> <ol style="list-style-type: none"> <li>1. While calculating Estimated Value of Resource, what is the grade wise and State wise Average Sale Price (published by Indian Bureau of Mines) is taken?</li> <li>2. Since Indian Bureau of Mines has started declaring the Average Sale Price of grade of 45 to 51% Fe only from April, whether this has been the basis of computing Estimated Value of Resources (EVR)?</li> <li>3. If not, then whether EVR is going to be revised as ASP of 45 to 51% Fe grade is published by IBM?  What is the lumps: Fines ratio considered for calculation of EVR?</li> </ol> <p>These details is needed to bidders for making financial model of the block</p>	It has been calculated as per Mineral Auction Rules.
<b>38</b>	<p>Geological Report / Geological Map</p> <p>Between village of Dhulkhera and Badhalikhera, near Jipiya and above the mineralized zone, Broad Gauge Railway Line is passing</p>	Please refer to reply mentioned at serial no. 32

	<p>Please Clarify as follows:</p> <ol style="list-style-type: none"> <li>1. Whether Broad Gauge Railway Line passing above mineralized zone can be diverted to optimize mineral resource?</li> <li>2. If not, whether resources blocked due to this railway line has been has been deleted while calculating total resource of the block?</li> <li>3. How much resources will be blocked due to this Railway Line?</li> </ol> <p>If the resources affected by broad Gauge Railway Line is not deleted from the total resource, then a revised resource should be declared and based on revised resource value, amount of bid security, performance security and Up-front Payment should also be revised accordingly.</p> <p>These details is needed to bidders from geological resource point of view.</p>	
39	<p>PART-IV-A Reporting of Mineral Resources</p> <p><b>Clause 5 (ii);</b> An electric high-tension line is also passing in the block area near village Dhulkhera above Dhulkhera-Jipiya iron ore band.</p> <p>Please Clarify as follows:</p> <ol style="list-style-type: none"> <li>1. How much resources will be blocked due to this high-tension line</li> <li>2. Whether high-tension line passing above mineralized zone can be diverted to optimize mineral resource?</li> <li>3. If yes, kindly provide the procedure and possible expenses for this activity.</li> </ol> <p>If not, whether resources blocked due to this high-tension line has been has been deleted while calculating total resource of the block?</p> <p>These details are needed to bidders from geological resource point of view.</p>	Please refer to reply mentioned at serial no. 32
40	<p>Block Summary</p> <p>Land under “<b>Private</b>” category is mentioned as 448.6357 Ha</p> <p>Please Clarify as follows:</p> <ol style="list-style-type: none"> <li>1. Procedure for acquisition of private land at the time of mining lease.</li> <li>2. Charges payable for acquisition of these private land.</li> </ol> <p>These details needed for bidder to know about investment to be made and financial implication involved for this block</p>	Please refer to reply mentioned at serial no. 34
41	<p>Block Summary</p> <p>Land under “<b>Government Land</b>” category is mentioned as 30.6533 Ha</p> <p>Please Clarify as follows:</p> <ol style="list-style-type: none"> <li>1. Procedure for transfer/acquisition of Government Land at the stage of Mining</li> </ol>	Mining rights in Govt. land shall automatically transferred to lessee with the execution of ML.

	<p>Lease.</p> <p>2. Charges payable for acquisition of Government land on Hectare basis. These details needed for bidder to know about investment to be made and financial implication involved for this block</p>	
<b>42</b>	<p>Block Summary</p> <p>Part C Particular of Land; Point No. 5 <b>Charagah</b> /Pasture Land (*) Please Clarify as follows:</p> <ol style="list-style-type: none"> <li>Whether Charagah land can be diverted for the purpose of mining activities?</li> <li>What is the meaning / Explanation of a * (Star) which been put in column of Charagah /Posture Land in Block Summary?</li> <li>Procedure for transfer/acquisition of Charagah Land at the stage of Mining Lease.</li> </ol> <p>Tentative charges payable for acquisition of Government land on Hectare basis.</p> <p>These details needed for bidder to know about investment to be made and financial implication involved for this block</p>	<ol style="list-style-type: none"> <li>Charagah land can be diverted for the purpose of mining activities as per revenue department rules.</li> <li>* (Star) which been put in column of Charagah /Posture Land in Block Summary is a type error.</li> <li>At the time of Mining lease stage lessee will complete the Procedure for transfer/acquisition of Charagah Land as per prevailing rules.</li> </ol>
<b>43</b>	<p>PART-IV-A Reporting of Mineral Resources and Block Summary</p> <p><b>Part-IV-A; Clause 5 (v);</b> Entire block area falls in UIT Bhilwara periphery</p> <p>Block Summary; Land under “Government Land” category is mentioned as 30.6533 Ha Please Clarify as follows:</p> <ol style="list-style-type: none"> <li>What is UIT Land?</li> <li>What is the significance of area of UIT land?</li> <li>Whether UIT land can be acquired for the purpose of optimization of mineral resource?</li> <li>Procedure/Rules/Policy for transfer/acquisition of UIT Land at the stage of Mining Lease.</li> <li>Charges payable for acquisition of UIT land on Hectare basis.</li> </ol> <p>These details needed for bidder to know about investment to be made and financial implication involved for this block</p>	<ol style="list-style-type: none"> <li>Bhilwara UIT *periphery includes the area as per Govt. order Dated 15-03-2010 (enclosed order). UIT land is land allotted to UIT Bhilwara by district collector in UIT periphery.</li> <li>UIT is related to municipal department housing and urban development in the district.</li> <li>At the time of Mining lease stage lessee will acquire NOC and land from government as well as private land owners.</li> </ol> <p>*:- Urban Improvement trust.</p>
<b>44</b>	<p>Block Summary and PART-IV-A Reporting of Mineral Resources</p> <p>As per Block summary Forest area in the block mentioned as 94.4916 Ha, whereas</p>	<p>As per revenue department, Forest area in the block is 94.4916 Ha.</p>

	<p>as per Clause vi of Part IV-A Forest area is mentioned 102.789 Ha</p> <p>Please clarify exact forest area to be considered?</p> <p>Bidders need clarity in extent of area.</p>	
<b>45</b>	<p>Block Summary</p> <p>As mentioned in Block Summary and Geological Report, Forest area is mentioned as 94.4916 Ha.</p> <ol style="list-style-type: none"> <li>1. Please provide density and type of reserved/protected forest falling in the block area.</li> <li>2. Please provide charges payable for Compensatory Afforestation (per hectare basis).</li> <li>3. Please provide charges payable for implementation of Regional Wild Life Management Plan (if any).</li> </ol> <p>These details needed for bidder to know about investment to be made and financial implication involved for this block</p> <p>These details also helpful in financial modelling for the block</p>	<p>At the time of Mining lease stage lessee will complete the Procedure for transfer/acquisition of Forest Land.</p>
<b>46</b>	<p>Block Summary</p> <p>Location of the Block</p> <p>Village hutment are seen in South-Western part (named as Dhulkhera village) and along the Central part of the block. Please clarify:</p> <ol style="list-style-type: none"> <li>1. Can these village hutments be relocated (if required) for optimizing mineral resources?</li> <li>2. What is the procedure for rehabilitation of these hutments?</li> </ol> <p>What is the policy or prevailing Rules for Rehabilitation and Resettlement in the State of Rajasthan and what is the tentative cost involved in relocating these hutments?</p> <p>These details needed for bidder to know about investment to be made and financial implication involved for this block</p> <p>These details also needed for bidder to know about investment of time for such rehabilitation.</p>	<p>At the time of Mining lease stage lessee will complete the Procedure for transfer/acquisition of Land.</p>
<b>47</b>	<p>PART-IV-A</p> <p>Reporting of Mineral Resources</p> <p><b>Clause 5 (ii);</b> .....NH-79 connecting Bhilwara and Ajmer is passing</p>	<p>Please refer to reply mentioned at serial no. 38</p>

	<p>through the block area.</p> <p>Please Clarify as follows:</p> <ol style="list-style-type: none"> <li>1. Whether said roads passing through block area can be diverted to optimize mineral resource?</li> <li>2. If yes, kindly provide the procedure and possible expenses for this activity. If not, whether resources blocked due to these roads has been has been deleted while calculating total resource of the block?</li> </ol> <p>This information needed for bidder to know the optimum utilization of mineral resources as well as helpful in financial modelling for the block</p>	
48	<p>Part IV- A Reporting of Mineral Resources (Clause 5)</p> <p><b>5 (vi);</b> No sanctuary area falls in the block. No national park area falls near the block. Please let us know the nearest wildlife Sanctuary or National Park from this block and Arial distance from this block. This information needed for a bidder to know about safe distance to be worked from the block area.</p>	<p>Nearest wildlife Sanctuary is Wildlife Sanctuary Bassi, Chittorgarh which is approx 45km aerial distance from the block area.</p>
49	<p>Tender Document <b>Clause 15.3</b> “Save and except as provided in this Tender Document, the Bid Security of unsuccessful Bidders will be returned by the State Government, without any interest, <b>as promptly as possible.</b>” There should be some time schedule for return of Bid Security as many States stipulated in their tender document that Bid Security shall be returned within four weeks’ time from the date of final auction (date of Financial bid) or annulment of auction. This clarity is required as Bank Guarantees of the unsuccessful bidders cannot be hold for indefinite time.</p>	<p>The Bid Security of unsuccessful Bidders will be returned by the State Government, without any interest, <b>as promptly as possible, after declaration of preferred bidder.</b></p>
50	<p>Mine Development and Production Agreement <b>Clause No. 19.4.2;</b> The stamp duty payable for this Agreement shall be borne by the Successful Bidder</p> <ol style="list-style-type: none"> <li>1. Kindly provide the percentage of <b>Stamp duty</b> and <b>Registration charges</b> applicable for execution of mining lease deed for 50 years.</li> <li>2. Whether stamp duty is charged on the basis of on market value of the resources or on the basis of annual rent?</li> <li>3. Also elaborate the methodology for arriving such charges.</li> </ol> <p>These details needed for bidder to know about investment to be made and financial implication involved for this block.</p> <p>These details also helpful in financial modelling for the block.</p>	<p>The stamp duty will be charged as per Govt. of Rajasthan notification dated 21-11-2019 (as amended from time to time).</p>

51	<p>Mine Development and Production Agreement  Clause No. 19.4.2; The stamp duty payable for this Agreement shall be borne by the Successful Bidder  Repeatedly, this question is answered ‘<b>As per Govt of Rajasthan Notification dated 21.11.2019.</b>’</p> <p>Kindly elaborate about the said notification and provide methodology for calculation.  These details needed for bidder to know about investment to be made and financial implication involved for this block.</p> <p>These details also helpful in financial modelling for the block.</p>	It will be available on revenue department website, Govt. of Rajasthan.
52	<p>Tender Document  <b>Clause 14.1.1 (e)</b>  “(e) In case of Bidder being a company, duly certified copy of the corporate authorization (<b>notarized</b>), such as board resolution to participate in the tender process and submit a bid.”  Generally Corporate Authorization in the form of Board Resolution is submitted in original. In that case also notarization of Board Resolution is required?  This Clarification needed to prepare technical bid.</p>	Tender document condition shall prevail.
53	<p>Tender Document</p> <p>2.9 “<b>Composite licence</b>” means the prospecting licence-cum-mining lease which is a two-stage concession granted under Rule 18 of the Auction Rules for the purpose of <b>undertaking prospecting operations</b> followed by mining operations in a seamless manner.</p> <p>Please clarify as follows:</p> <ol style="list-style-type: none"> <li>1. Is there any consent or approval required from villagers/private land owners to the successful bidder of composite License for conducting prospecting work in block area?</li> <li>2. What is the procedure for conducting prospecting / exploration / drilling work in densely populated place in the block area?</li> <li>3. Is there any plan from Government to relocate these populated areas for smooth conduct of exploration work?</li> </ol> <p>This clarification needed as bidders should know the various implications involved while taking up prospecting /exploration / drilling work in block areas.</p>	<ol style="list-style-type: none"> <li>1. Consent/ approval from gram sabha is required in case of scheduled areas.</li> <li>2. As per rules.</li> <li>3. No, there is no such plan as on today.</li> </ol>
54	<p>Geological Report/Part IV-A  Geological resources and grade of the ore is estimated based on approved mine plan of Jindal Saw Limited (ML631/2005).Also, other data from approved mine plan of</p>	Mining plan may be acquired from approving authority.



	<p>ML631/2005 has been considered. Kindly provide complete access to approved mining plan of Jindal Saw Limited (ML 631/2005)</p> <p>It will provide clear scenario of geological setting as well as grade of iron ore of the block.</p>	
<b>55</b>	<p>Geological Report/Part IV-A Geological resources and grade of the ore is estimated based on approved mine plan of Jindal Saw Limited (ML631/2005). Kindly accord permission to visit the mines of Jindal Saw Limited (ML 631/2005) to the intended bidders who are visiting Dhulkhera block. It will provide better understanding and will give clear scenario of geological setting as well as grade of iron ore of the block.</p>	The intended bidder has to take permission from the management of JSW on its own.
<b>56</b>	<p>Tender Document General conditions regarding tender process 14.1.1 (i) Page 32:</p> <p>Text No dues certificate, which shall not be older than 6 months, from the respective Mining Engineer / AME under whose jurisdiction the bidder holds or has held mineral concession or revenue collection Contracts of the department. In case the bidder is not from Rajasthan state and does not hold any concession/Mining Lease in the state of Rajasthan or doesn't have any revenue collection Contracts of the department - Is this clause applicable? Or any other documents need to be submitted.</p>	A declaration from the authorised signatory that the company does not hold or has held any mineral concession, RCC & ERCC in State of Rajasthan may be submitted.
<b>57</b>	<p>Tender Document PART-IV-A Reporting of Mineral Resources of Dhulkhera-Jipiya Block for Iron ore Composite License Tehsil &amp; District Bhilwara (Rajasthan)- S. No. 4 (iii) Page 3 :</p> <p>Forest area mentioned as 94.4916 Ha</p> <p>Please Clarify about Forest area of Dhulkhera-Jipiya Block for Iron ore Composite License Tehsil &amp; District Bhilwara (Rajasthan)</p>	See Superimposed Khasra map of the block.

<p><b>58</b></p>	<p>Tender Document</p> <p>PART-IV-A Reporting of Mineral Resources of Dhulkhera-Jipiya Block for Iron ore Composite License Tehsil &amp; District Bhilwara (Rajasthan)-S. No 5(vi) :</p> <p>Forest area mentioned as 102.789 Ha Please Clarify about Forest area of Dhulkhera-Jipiya Block for Iron ore Composite License Tehsil &amp; District Bhilwara (Rajasthan)</p>	<p>As per revenue department Forest area in the block is 94.4916 Ha.</p>
<p><b>59</b></p>	<p>It is observed that in the past, LOI was issued for the same block to a different company. No details of cancellation/lapse of this LOI are not provided with the tender document.</p> <p>Please clarify and provide the details of previous cancellation/lapse of this LOI for the said block.</p> <p>Details of any court case/litigation/any legal status of the same may please be provided.</p>	<p>The LOI was granted in favour of SAIL &amp; it has been lapse under section 10A2(C) of MMDR Act. 2015 ( amendment).</p>

## राजस्थान सरकार

## नगरीय नियोजन विभाग

क्रमांक : एफ 10(6) नविवि/3/81

जयपुर दिनांक 15 मार्च, 2010

अधिसूचना

राजस्थान नगर सुधार अधिनियम 1959 (राजस्थान अधिनियम संख्या 35 सन् 1959) की धारा 3 की उपधारा(1) के अन्तर्गत पूर्व में जारी अधिसूचना क्रमांक : एफ 10(6) नविवि /3/81 दिनांक 31.3.2005 के अधिक्रमण में भीलवाड़ा के नगरीय क्षेत्र को संशोधित किया जाकर निम्नलिखित राजस्व ग्रामों को सम्मिलित किया जाता है:-

क्र.सं.                      ग्राम के नाम (हिन्दी में)                      ग्राम के नाम (अंग्रेजी में)

तहसील भीलवाड़ा

1.	भीलवाड़ा	BHILWARA
2.	पालड़ी	PALRI
3.	गोविन्दपुरा	GOVINDPURA
4.	तेली खेड़ा	TELI KHERA
5.	सांगानेर	SANGANER
6.	केवाड़ा	KEWADA
7.	सुवाणा	SUWANA
8.	नई ईरास	NAIRAS
9.	हलेड़	HALED
10.	हरनी कलां	HARNI KALAN
11.	ओडो को खेड़ा	ODO KA KHERA
12.	हरनी खुर्द	HARNI KHURD
13.	सबलपुरा	SABALPURA
14.	माधोपुर	MADHOPUR
15.	गठीला खेड़ा	GATHEELA KHERA

16.	मण्डपिया	MANDPIYA
17.	आटूण	ATOON
18.	बोरडा	BORDA
19.	पुर	PUR
20.	बिलिया	BILIYA
21.	मलाण	MALAN
22.	किशनावतों की खेड़ी	KISHNAVATO KI KHERI
23.	मोखमपुरा	MOKHAMPURA
24.	पान्सल	PANSAL
25.	जीपीया	JEEPIYA
26.	मालोला	MALOLA
27.	जोधड़ास	JODHRAS
28.	धूलखेड़ा	DHOOL KHERA
29.	भदालीखेड़ा	BHADALI KHERA
30.	बिलिया कलां	BILIYA KALAN
31.	नारायणपुरा	NARAYAN PURA
32.	स्वरूपगंज	SWAROOPGANJ
33.	गुवारड़ी	GUWARADI
34.	काणोली	KANOLI
35.	आरजिया	ARJIYA

तहसील माण्डल

36.	माली खेड़ा उर्फ राजपुरा	MALI KHERA ALIAS RAJPURA
37.	सन्तोकपुरा	SANTOKPURA
38.	माण्डल	MANDAL
39.	कीरखेड़ा	KHEERKHERA

40	स्टेशन नगर	STATION NAGAR
41	माली खेडा	MALI KHERA
42	सुरास	SURAS
43	गुढा	GURHA

तहसील बनेडा

44	रायसिंहपुरा	RAISINGH PURA
45	एकलिंगपुरा	EKLINGPURA
46	रघुनाथपुरा	RAGHUNATH PURA
47	चमनपुरा	CHAMAN PURA
48	छतरी खेडा	CHHATRI KHERA
49	रनिगपुरा	RANIGPURA

राज्य पाल की आज्ञा से

ह./-

(पुरषोत्तम बियाणी)

उप शासन सचिव (प्रथम)

**राजस्थान सरकार**  
**नगरीय विकास विभाग**

क्रमांक : प.10(6)नविवि/3/81

दिनांक 31 मई 2013

**अधिसूचना**

राजस्थान नगर सुधार अधिनियम - 1959 (राजस्थान अधिनियम संख्या 35 सन् 1959) की धारा 3 की उपधारा (1) के अन्तर्गत पूर्व में जारी समसंख्यक अधिसूचना दिनांक 15.03.2010 की निरन्तरता में भीलवाड़ा नगरीय क्षेत्र में राजस्व ग्राम क्रमांक : 49 के पश्चात् क्रम संख्या 50 से 53 पर निम्नांकित राजस्व ग्रामों को जोड़ा जाता है।

क्र. सं.	राजस्व ग्रामों के नाम (हिन्दी में)	राजस्व ग्रामों के नाम (अंग्रेजी में)
50	तस्वारिया	TASWARIYA
51	आकोला	AKOLA
52	भोली	BHOLI
53	सालरिया	SALARIYA

राज्यपाल की आज्ञा से

ह./-

(प्रकाश चन्द्र शर्मा)

संयुक्त शासन सचिव-द्वितीय

प्रतिलिपि : निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है :-

1. निदेशक, मुद्रण एवं लेखन सामग्री विभाग, केन्द्रीय मुद्रणालय, जयपुर को मय सी. डी. प्रेषित कर लेख है कि अधिसूचना को राजपत्र के असाधारण अंक में प्रकाशन करवाकर एक प्रति इस विभाग को भिजवाने का श्रम करें।
2. प्रमुख शासन सचिव, राजस्व विभाग, जयपुर।
3. जिला कलक्टर, भीलवाड़ा।
4. मुख्य नगर नियोजक, राजस्थान, जयपुर।
5. अतिरिक्त मुख्य नगर नियोजक (पूर्व) राजस्थान, जयपुर।
6. वरिष्ठ नगर नियोजक, अजमेर जोन, अजमेर।
7. सचिव, नगर सुधार न्यास, भीलवाड़ा।
8. आयुक्त, नगर परिषद, भीलवाड़ा।
9. रक्षित पत्रावली।