

REPLY TO PRE BID QUERIES		
MINING LEASE FOR CEMENT GRADE LIME STONE		
OF		
Block RATA-MANDHA-1A (RM-1A) Tehsil Shri Mohangarh, District – Jaisalmer (Raj.)		
Document No.: MSTC/JPR/Directorate of Mines and Geology Rajasthan, Udaipur/17/Udaipur/ 17-18/14144		
Sl. No.	Bidders Queries	Reply
1	<p>Clause 4.1(i) Revenue Survey Particulars is included in Information memorandum</p> <p>Land owned by State Government & Land not owned by State government has been marked on the map but proper Revenue survey details i.e. area of each survey nos. & other details has not been provided in the information memorandum while in Clause 4.1(i) it has been mentioned that same is given in Information memorandum.</p> <p>As per Rule No. 9(2)(b) of the Mineral Auction Rules, 2015, it is mandatory of State Government to provide Revenue Survey details of Block put for auction.</p> <p>Proper Revenue Survey details in form of area of each khasra No. falling in the block as required under Auction Rules and committed in Clause 4.1(i) of Tender Document.</p>	<p>Khasara no. is indicated on the superimposed map and total area of each type of land is mentioned in the tender document. If the bidder is interested in knowing area or other details of a particular khasara, he can download it from apnakhata.com</p> <p>Such details will be given to successful bidder if he need it.</p>
2	<p>Clause 12(1)(13)</p> <p>Announcement of Preferred Bidder</p> <p>Announcement of Preferred Bidder is scheduled on February 12, 2018 while e-auction is scheduled on February 09, 2018. There is 3 days gap between e-auction & announcement of Preferred Bidder while Rule No. 9(4)(b) of the Mineral Auction Rules,2015 stipulates that “Preferred Bidder should be declared immediately on conclusion of auction”.</p> <p>As per Auction Rules, preferred bidder should be declared immediately on conclusion of auction, not after 3 days gap.</p>	<p>Date 12-02-2018 is the date immediate after 09-02-2018 because 10-02-2018 and 11-02-2018 are Government holidays.</p>
3	<p>Clause 14.1.1(g)</p> <p>Each & every document of technical Bid (Wherever necessary) must have seal of company with signature of authorised signatory on it.</p> <p>“(Wherever necessary)” should be clarified.</p> <p>Is it includes Bank Guarantee and other original documents or only required for the documents which are submitted in photocopy?</p> <p>Ambiguity regarding “(Wherever necessary)” should be clarified and as list of documents of technical Bid is clearly specified, it should also be specified that clause 14.1.1(g) is applicable on which of these specified documents.</p>	<p>Seal and Signature of authorised signatory are needed on photocopies only.</p> <p>Original documents and Bank Guarantee need not to be signed separately.</p>
4	<p>Clause 14.12.1</p> <p>If second round of e auction is not conducted within a period of 180 days from Bid Due Date, the State Government will refund the price of Tender Document to Bidders.</p> <p>Clause 1.1 stipulates that price paid by the Bidder for the tender Document shall not be refunded while Clause 14.2.1 mentioned that it may be refunded if e auction not carried out with in 180 days from Bid Due Date.</p> <p>Both the clause are contradictory and necessary amendment may be made in these clauses.</p>	<p>Clause 1.10 means that if second round of e-auction is conducted within a period of 180 days, the price of tender document shall not be refunded. There is no contradiction</p>

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5	<p>Clause 15.1</p> <p>(i) Bank Guarantee should be payable at UDAIPUR</p> <p>(ii) Bank Guarantee should be substantially in the same format as prescribed at Para C of Schedule I (Format of Bid Security)</p> <p>&</p> <p>Para C of Schedule I (Format of Bid Security)</p> <p>(i) Format of Bid Security given in Para C of Schedule I have no provision regarding that this BG is payable at Udaipur while clause 15.1 mentioned that BG should be payable at Udaipur.</p> <p>(ii) Name of Block is missing. It should be clarified that whether correct name of Block is “ Rata-Mandha-1A(RM-1A)” or “ Rata-Mandha-1A(RM-1A) Block”</p> <p>(i) Suitable amended may be made in format of Bid Security mentioning that this BG is payable at Udaipur. In present format of Bid Security, there is no clause mentioning that BG is Payable at Udaipur.</p> <p>(ii) Correct and complete name of Block should be clearly given in the Tender Document. In the Exploration Report name of Block is given as ‘Rata-Mandha-1A (RM-1A) Block’ while in format of Bid Letter it is given as ‘Rata-Mandha-1A (RM-1A)’</p>	<p>1. Bank Guarantee need not to be payable at Udaipur (Corrigendum is being issued)</p> <p>2. "Rata-Mandha-1A (RM-1A) Block" is the name of block</p>
6	<p>Para B of Schedule I (Format of Bid Letter)</p> <p>The details of Date of Tender Document are not given in the format.</p> <p>Date of Tender Document should be specifically given as it is vital information and required in other documents of Bids also such as Bid Security, Affidavit etc.</p>	<p>Date of issuance of NIT can be taken as date of tender document.</p>
7	<p>Invoice against Document Fees</p> <p>Proper Invoice for Rs. 2,00,000 should be provided having all the details such as GST etc. to the bidders on time.</p>	<p>GSI is not applicable on tender document fees. Therefore, no bifurcation of tax is needed. The said amount is absolutely fees only.</p>
8	<p>Para E(1)(c) of Schedule I (Instruction for submission of Affidavit)</p> <p>The affidavit must be signed by a person who is in full time employee of the bidder and duly authorised to sign it.</p> <p>In the instruction for submission of affidavit, it is clearly mentioned that affidavit should be signed by authorised person only and there is no requirement given for giving affidavit by all the directors of company. But in para (3) of the format of affidavit it has been mentioned that in case of company every individual director of company has to give separate affidavit. This requirement of separate affidavit from each director should not be there.</p> <p>Already proper power of attorney through a Board Resolution by Board of Directors is to be given to authorised signatory and affidavit given by him is sufficient.</p> <p>In the various auction conducted by different State Government, Affidavit is required only from Authorised Signatory and not from each director of Company.</p> <p>The requirement of affidavit from each of director of company will unnecessary lengthens the time and formality required for preparation of Technical Bid and hence should be avoided.</p>	<p>Format of affidavit is correct. Schedule E (1)(c) will be deleted. Corrigendum is being issued.</p> <p>Affidavit is to be submitted by every director of the company</p>

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9	<p>Para E(2) of Schedule I (Format of Affidavit) & Clause 14.1.2 The Bid and all communications in relation to or concerning the Tender Document and the Bid are required to be in English language. In Clause 14.1.2 mentions that language of Bid and its documents is English while format of Affidavit has been given in English. Format of affidavit should be given in English Language as per provision of Clause 14.1.2</p>	Affidavit in Hindi or English, both will be accepted. Photocopy of the affidavit will be accepted.
10	<p>Para 2(iii)(b) of Schedule III Opening of Initial Price Offer (IPO)- 2 days before the Schedule date of e auction & Clause 12(I)(11) Para 2(iii)(b) of Schedule III regarding Opening of Initial Price Offer mentioned that Initial Price offer should be opened two days before scheduled e Auction while Clause 12(I)(11) says that IPO will be open one day prior to e auction. Both the information are contradictory and should be corrected.</p>	Opening of IPO will be as per time table given in Clause 12
11	<p>The whole 420 ha area of Block is mineralised. (i) Rule 5(3) of the Mineral Auction Rules, 2015 mentioned that “the extent of block area put for auction shall include area required for all the activities falling under definition of ‘mine’ as defined in clause (j) of sub section(1) of section 2 of the Mines Act 1952.” (ii) Rule 57 of the Mineral Concession Rules, 2016 mentioned that “the extent of area granted under mineral concession shall also include non mineralised area required for all the activities falling under definition of ‘mine’ as defined in clause (j) of sub section(1) of section 2 of the Mines Act 1952.” Limestone of the area is cement grade as given in Geological report. But no area near the block has been designated for cement Plant. Suitable area should be marked for construction of cement plant considering the specific fact that whole block area is mineralised. Proper demarcation of area for establishing cement plant will encourage potential bidders to actively participate in e auction process.</p>	Since no end use is specified, bidder can set required facility as deemed fit.
12	<p>MDPA Clause 4.1.1 Performance Security The Successful Bidder has to provide performance security to State Government & Para A of Schedule III of the Mineral Auction Amendment Rules,2017 The Preferred Bidder has to provide performance security to State Government With the recent amendment in Auction rules, the word ‘Successful Bidder’ has been replaced by ‘Preferred Bidder’. Accordingly changes should be made in Clause 4.1.1 in MDPA.</p>	Suitable correction shall be made at the time of execution of MDPA

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13	<p>MDPA Clause 4.31.1 (2) Manner of appropriation of Performance Security Failure of Bidder to comply with the minimum production requirement – An amount equal to the shortfall in Minimum Production as per schedule E x highest IBM price of that particular year x final price offer. Selecting highest IBM price of that particular year for penalty against failure to comply Minimum Production Requirement is not Justified. It should be Average of IBM price for that Particular year as revenue loss to Government is on basis of average of IBM price of year not on highest IBM price of year. Production of mineral is linked with fluctuating market conditions and provision of imposition of higher penalties for deviating from planned production will discourage the potential bidders for participating in Bidding Process.</p>	Tender condition prevails
14	<p>Schedule E- Production Requirement Year(since commencement of mining lease) The term “Year (since commencement of mining lease)” is not clear. Is it for the financial year in which mining lease have been registered or year calculated from registration of mining lease. Since the minimum production requirement is linked with mining plan and in the mining plan term year means financial year starting from 01st April to next year 31st March. The production proposal in mining plan is given well before commencement of mining lease. If the term ‘year’ in MDPA is for financial year and mining lease is commenced on 15 March of particular year, the initial 2 year 0% penalty period is effective for 1 year & 15 days only which is not justified. The term year should be clarified in Schedule E and it should be calculated from date of commencement of mining lease and not as financial year for providing full two years of 0% penalty period. Year should be calculated from commencement of mining lease and should not be linked with financial year. It should be clearly specified in Schedule E of MDPA.</p>	<p>Date of commencement of mining shall be date of registration of lease Zero penalty period of 2 years shall be calculated from the date of registration of lease and not from financial year.</p>
15	<p>Performa IV A Reporting of Mineral Reserve Para 5(d) Cross section at suitable interval Cross section at suitable interval is not provided. Only one no. of cross section and one of Longitudinal section has been provided. Since the boreholes are drilled at 400 meter interval, proper cross section at 400 meter interval should be provided. Cross section at suitable interval is required for proper reporting under the Mineral Evidence rules, 2015.</p>	Because the deposit is uniform sedimentary deposit, one cross section supplemented by logs of boreholes suffice for estimation of mineral reserves.
16	<p>Para 11(e) Core arranged in core boxes The core arranged in core boxes should be provided to Successful Bidder for future reference</p>	Core will not be provided to the bidder.
17	<p>Para 12(c) 5% Check samples analyzed Details of this 5% of check samples analyzed should be provided to the successful Bidder</p>	The results of cross check samples were not found different from the original sample analysis reports. Therefore, they have not been reported separately in the GR

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18	<p>Exploration Report</p> <p>Chemical Analysis results of core samples</p> <p>Analysis of Clay has not been provided in 11 nos. Boreholes (all the 8 nos. of KN series boreholes & 3 other holes) out of 21 nos. of Boreholes drilled in the area.</p> <p>Analysis of all the Clay samples should be provided.</p>	Clay samples need not to be analysed as auction is being done for limestone.
19	<p>Chemical Analysis results of core samples</p> <p>Minor constituents as K₂O, Na₂O etc. in the chemical analysis is missing in chemical analysis results</p>	K ₂ O & Na ₂ O are negligible
20	<p>Annexure III</p> <p>Calculation of Drill indicated Resources</p> <p>The core recovery of limestone is low in the area and it has been mentioned in exploration report that limestone contains thin layers of sub bentonitic clay.</p> <p>It should be clarified that whether resource calculated has taken into account of this substantial core losses and if same is not taken into account, resource should be recalculated taken into account of core recovery.</p>	<p>Layers of bentonitic clay are excluded in calculating resources of limestone.</p> <p>The geological resources has been calculated considering 100% core recovery. The core recovery may be less due to mechanical reasons within the department drilling machines.</p> <p>Poor core recovery cannot tantamount to reduction in quantity of mineral resources.</p> <p>Further, while bidding the bidder has to take into consideration all the facts and circumstances with his own assessment and wisdom after ground level verification of the block.</p>
21	<p>Clause 1.8- The issue of this Tender Document does not imply that the State Government is bound to select a Bidder or to appoint the Preferred Bidder as Successful Bidder for the mineral block and the State Government reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever</p> <p>The issue of this Tender Document does not imply that the State Government is bound to select a Bidder or to appoint the Preferred Bidder as Successful Bidder for the mineral block and the State Government reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever</p> <p>Provided that if the bidder is a Preferred Bidder/ Successful Bidder, he shall be given an opportunity of being heard in case of rejection of his bid.</p> <p>In case of rejection of Bid, the payments/ instalments made till that time as per the provisions of the Tender Document by Preferred Bidder/ Successful Bidder may be appropriated. Also, the bidder might have invested substantial time in getting the necessary clearances and approvals. Thus, the clause is a substantial financial risk for the bidder.</p> <p>For these reasons, the Preferred Bidder/ Successful should be provided the opportunity to be heard prior to rejection of his bid.</p> <p>Such amendment is also in public interest as State Government may not have to go through the bidding process again.</p>	In case of rejection of bid of the preferred bidder, opportunity of hearing shall be provided to him.
22	<p>Clause 5(f): The bidder shall not acquire area more than 50 sq.km under mining lease including the area of this block.</p> <p>Whether DMG, Government of Rajasthan will seek 6(1)(b) relaxation before/ after announcement of preferred bidder whose mining lease area exceeds 50 sq. km with this block?</p> <p>State Government may seek 75 sq. km general relaxation for limestone under under Section 6(1) (b) of MMDR Act, 1957 from Central Government so that at the time of final bidding there is no uncertainty.</p>	No further relaxation will be obtained by the State Govt.

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23	<p>Clause 12 – Timetable- Tender Document</p> <p>This provision of the Tender Document is contrary to the provision made in the Model Draft of the Tender Document by the Central Government and also preamble of Schedule IV (MDPA)</p> <p>According to clause 10.2 of the Tender Document the Preferred Bidder is considered a Successful bidder upon-</p> <ul style="list-style-type: none"> • Continuing to be in compliance with the terms and conditions of eligibility • Payment of second instalment of Upfront Payment • Furnishing Performance Guarantee • Submitting mining plan as per Section 5 of the Act <p>Nowhere does this clause includes obtaining clearances as a pre-condition to being considered as a successful bidder.</p> <p>And, according to clause 10.3 of the Tender Document the Successful Bidder and Sate Government shall enter into the MDPA on obtaining all consents and clearances etc</p> <p>But according to the timetable provided under Clause 12, the acknowledgement of the Successful bidder is dependent on the date of submission of necessary clearances.</p> <p>It is contemplated in the Auction Rules, 2015 and also in the Model Tender draft of the Central Government that only a successful bidder shall apply for various approvals. Also, it has to be considered that unless a person has lawful rights (or acknowledgement from the State Government of being a successful bidder), he will not be able to successfully get permissions and approvals from various regulatory authorities</p> <p>Thus, to avoid confusion this clarification seems necessary</p>	<p>Bidder shall be able to obtain necessary permission / approvals on the basis of letter of intent</p> <p>Page 23 Point no. 2 of table given in tender document will be deleted (corrigendum will be issued)</p>
24	<p>14.6.1 (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Document or ignorance of any of the matters related to the e-auction process hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the State Government, or a ground for termination of the MDPA by the Successful Bidder; and</p> <p>14.6.2 The State Government shall not be liable for any omission, mistake or error in respect of any of the information provided or on account of any matter or thing arising out of or concerning or relating to the Tender Document or the tender process, including any error or mistake therein or in any information or data given by the State Government.</p> <p>What if the error is on part of the Government?</p> <p>It seems that any mistake/ error on the part of the Government will not make them liable and the burden of a loss caused by the same will have to be borne by the bidder.</p>	Tender Condition Prevails
25	<p>14.11.1 Notwithstanding anything contained in this Tender Document, the State Government reserves the right to reject any bid and/or to annul the tender process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.</p> <p>Will the State Government give an opportunity to the successful bidder to be heard or not?</p> <p>No right of being heard is available at present in case of rejection.</p>	Tender Condition Prevails

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26	<p>Schedule F to the MDPA- Warranties</p> <p>Clause 3 (e) - there are no actions, suits, proceedings or investigations pending or to the Successful Bidder's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute an event of default hereunder;</p> <p>Clause 3 (f) -has neither violated or defaulted nor has knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Authority;</p> <p>The two mentioned clauses have wide implication on the business and hence it should be amended restricting the obligation mentioned thereunder upto the affairs of agreement only.</p> <p>The successful bidder is giving hereunder two types of representations and warranties under Schedule F of warranties. It includes authoritative warranty and general warranty. General warranty covers very wide scope and in specific the clause 3 (e) & (f) gives wide implication and</p> <p>Obligation under this clause should be limited to the terms of agreement only.</p>	Tender Condition Prevails
27	<p>Core Recovery within Bore Holes drilled is reported to be low.</p> <p>What impact of core recovery has been considered on assessment of resources and its quality?</p> <p>Core recovery forms the most important component of drilling campaign. Poor core recovery leads to a big mismatch in predicted and extracted quality and reserves.</p>	Please refer to question no. 20
28	<p>The entire area is mineralized. No non mineral bearing area has been demarcated for developing mine related infrastructure.</p> <p>Is there any proposal to provide additional land for development of mine infrastructure? How the non-mineralized land for cement plant setup would be allocated?</p> <p>Development of mine infrastructure and cement plant on mineral bearing land will result in blockage of mineral.</p>	Since no end use is specified, bidder can set required facility as deemed fit.
29	<p>Clause 8.1- "The conduct of mining operations at the Lease Area shall be subject to the milestones listed in SCHEDULE E with respect to production (the "Production requirement") and the minimum annual production to be achieved every year."</p> <p>Is the bidder having flexibility to define mine plan capacity?</p> <p>This will enable the bidder to plan its mining and associated plant capacity.</p>	Mine Plan yearly production capacity can be as per will of the bidder which is subjected to the approval by the competent authority.
30	<p>Point 12 c Quality of Assay Data and Laboratory Tests. Cross check analysis of at-least 10% samples is required</p> <p>There is no information on the number of samples cross checked.</p>	The results of cross check samples were not found different from the original sample analysis reports. Therefore, they have not been reported seperately in the GR
31	<p>General</p> <p>Will the Government ensure that the Government land is encroachment free and hand over the land to the successful bidder after removal of encroachments, if any?</p>	<p>The Government shall extend suitable help for removal of encroachment (if existing).</p> <p>Further, while bidding the bidder has to take into consideration all the facts and circumstances with his own assessment and wisdom after ground level verification of the block.</p>
32	<p>General</p> <p>How will the Government support in expediting purchase of private land?</p>	<p>The onus for getting consent/purchase of the private land is on the investor.</p> <p>The department will provide support to the extent possible</p> <p>Further, while bidding the bidder has to take into consideration all the facts and circumstances with his own assessment and wisdom after ground level verification of the block.</p>

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33	Summary of Mineral Block: Bore Hole spacing is 400 m x 400 m and the exploration has been categorized as G2. Whether Indian Bureau of Mines will approve the Mining Plan based on this exploration?	Yes
34	Ground Water Since the area is under Critical Zone from the perspective of drawl of ground water, how Government will support for making water available to industry? What are the likely sources, quantity available and distance from the source? Water being the necessary requirement for industry hence dedicated water source would be required.	The government will ensure water supply; but all the associated costs will need to be borne by the investors
35	Infrastructure Whether Government will help in building/ providing infrastructure to the successful bidder? The area is poor in terms of infrastructure viz: rail, road, power and water.	Government provides and increases the infrastructure facilities as per its policies.