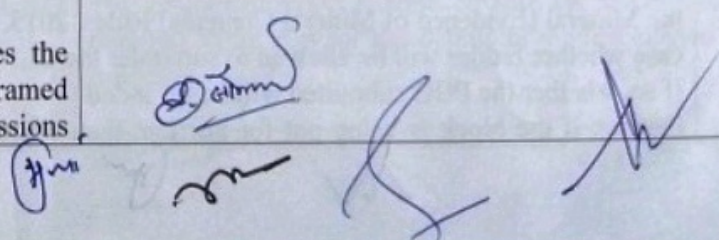


REPLY TO PRE BID QUERIES
COMPOSITE LICENSE FOR BASEMETAL AND ASSOCIATED MINERALIZATION
OF
Khakhliya Khera Block, Tehsil Kunwaria, District Rajsamand
Tender No.: MSTC/JPR/Directorate of Mines and Geology Rajasthan, Udaipur/25/Udaipur/
23-24/11521

Sl. No.	Bidders Queries	Reply
1	<p>Tender Document 6.5 Further, the bidder shall not collect any samples during the site visit. Bidder may collect samples and share information with DMG.R Technical assessment</p>	Tender Document condition prevails
2	<p>Tender Document 8.1.a.(ii) Initial price offer, which shall be a percentage of Value of Mineral Despatched and must be equal to or greater than the Reserve Price as specified in Clause 9. Value of Mineral Despatched - unclear and may not be base of pricing. G4 - No resource and reserve</p>	<p>The area is proposed for auction under composite license. The holder of a Composite Licence shall conduct geological exploration of the area under the Composite Licence so as to ascertain evidence of mineral contents and shall submit periodic reports in accordance with the Act and rules in accordance with sub-section (10) of section 11 resulting in determination of evidence of mineral contents conforming to the Mineral (Evidence of Mineral Contents) Rules, 2015.</p>
3	<p>Tender Document 9.1 The Reserve Price is 3.5% (Three dot Five Percent) of Value of Mineral Despatched. The "Value of Mineral Despatched" shall be an amount equal to the product of:- Value of Mineral Despatched - unclear and may not be base of pricing. G4 - No resource and reserve</p>	Please refer to reply mentioned at S. No -2
4	<p>Tender Document Clause 10.4 (b) in case the holder of the Composite Licence completes the prospecting operations in accordance with the Act, rules framed under the Act, the tender document and the relevant permissions</p>	<p>Please refer to Rule 19 (4) of Mineral Auction Rules.</p> 

	<p>issued with respect to prospecting operations, but fails to establish the existence of mineral contents in accordance with sub-section (10) of section 11, and the Minerals (Evidence of Mineral Contents) Rules, 2015, then such holder shall not be eligible to receive a mining lease.</p> <p>Whether the PBG will be returned in that case.</p>	
5	<p>Tender Document</p> <p>12. Stage II: Process for grant of composite license</p> <p>1. Submission of all necessary clearances /approvals from various government agencies/departments by Successful Bidder</p> <p>2. Grant of composite license</p> <p>T2+12 months</p> <p>Is the Stage II Extendable ?</p>	Please refer to Rule 18 (3) of Mineral Auction Rules.
6	<p>Tender Document</p> <p>17.5 Charagah Land (pasture land) , if applicable</p> <p>Mining in Charagah land will be carried out as per notifications / circulars issued by Government from time to time.</p> <p>Clarification of land type to be provided</p> <p>'It is essential for Bidders to get clarity on these aspects to ascertain the costs in relation to the Mineral Block and understand the timelines for commencement of operations. This will help bidders take an informed decision.</p>	There is no provision of land classification in a block proposed for auction under Composite license.
7	<p>Tender Document</p> <p>17.6 Exploration Obligation</p> <p>Whether G3 level of exploration is good enough to prove the mineral deposit. If bidder is satisfied with G3 level, still then whether it is required to cover under G2 for applying for mining lease.</p> <p>If after exploration (G2/G3), the deposit is found not feasible as per the feasibility study report conforming to Part IV and V of the Mineral (Evidence of Mineral Contents) Rules, 2015, in that case whether bidder will be allowed to surrender the CL.</p> <p>If so, whether the PBG submitted will be refunded</p> <p>Further, if the block is being put for auction, then whether the</p>	<p>1. The Preferred bidder has to carry out exploration as per MEMC Rules.</p> <p>2. Please refer to Rule 18 (6)(b) of Mineral Auction Rules.</p> <p>3. There is no such provision of reimbursing exploration cost to the previous bidder.</p> <p>4. As per Rule 22 of Mineral Auction Rules, the G-1 level of exploration is mandatory over the entire area under the mining lease, within a period of five years from the date of commencement of such mining lease. The condition in this regard will be mentioned in the sanction order of lease. In case of non-compliance of this condition, appropriate action will be taken.</p>

	<p>exploration cost will be reimbursed to previous (CL) bidder. Exploration obligation - within a period of five years from the date of commencement of such Mining Lease. G3/G2/G1 If deadline missed.</p>	
8	<p>Tender Document Schedule IV: Format of MDPA 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 financial bid. Providing unfettered right for the State Government to amend the terms and conditions of the Tender Document may be reconsidered and no material modifications in draft MDPA should be made after the Bid Due Date. 'In order for the Bidder to ascertain the applicable terms and conditions of grant of Mining Lease when bidding for the mineral block.</p>	<p>The MDPA will be as per format given in the tender document. Modification in the draft may be possible as per prevailing act/rules/any circular of the Govt. during grant of ML.</p>
9	<p>Tender Document Background Note It is mentioned that 2 mining leases are present within this block. Will the details of these leases i.e commodity, owner name etc. be provided? To assess the mineral potential of the block</p>	<p>The composite license of Khakhliya Khera Block will be granted excluding the composite area of those mining leases.</p>
10	<p>Tender Document Reconnaissance Survey Report Will DMG assist the bidder in accessing the EPMA slides and sample duplicates with GSI/DMG? Details of studies carried out in auction block. For an informed decision on bid.</p>	<p>They will be provided to preferred bidder subjected to availability with GSI, if he requires. The geological report is annexed with the tender document one may refer to it for the details of studies carried out in the block.</p>
11	<p>Tender Document Reconnaissance Survey Report Will the geological maps and other maps be provided in CAD format for assessment? Details of studies carried out in auction block. For an informed decision on bid.</p>	<p>They will be provided to preferred bidder subjected to availability with GSI, if he requires. The geological report is annexed with the tender document one may refer to it for the details of studies carried out in the block.</p>

REPLY TO PRE BID QUERIES
COMPOSITE LICENSE FOR BASEMETAL
OF
Pipliyan Block, Tehsil Mawli, District Udaipur
Tender No.: MSTC/JPR/Directorate of Mines and Geology Rajasthan, Udaipur/26/Udaipur/
23-24/11522

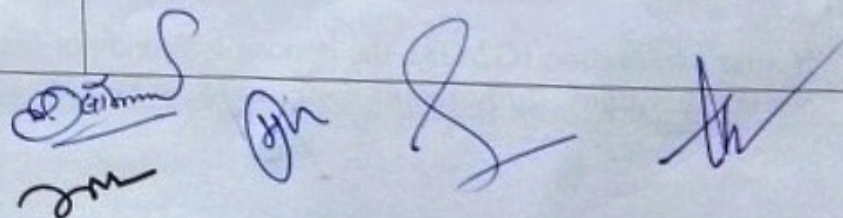
SL. No.	Bidders Queries	Reply
1	<p>Tender Document 6.5</p> <p>Further, the bidder shall not collect any samples during the site visit.</p> <p>Bidder may collect samples and share information with DMG.R</p> <p>Technical assessment</p>	Tender Document condition prevails
2	<p>Tender Document 8.1.a.(ii)</p> <p>Initial price offer, which shall be a percentage of Value of Mineral Despatched and must be equal to or greater than the Reserve Price as specified in Clause 9.</p> <p>Value of Mineral Despatched - unclear and may not be base of pricing.</p> <p>G4 - No resource and reserve</p>	<p>The area is proposed for auction under composite license. The holder of a Composite Licence shall conduct geological exploration of the area under the Composite Licence so as to ascertain evidence of mineral contents and shall submit periodic reports in accordance with the Act and rules in accordance with sub-section (10) of section 11 resulting in determination of evidence of mineral contents conforming to the Mineral (Evidence of Mineral Contents) Rules, 2015.</p>
3	<p>Tender Document 9.1</p> <p>The Reserve Price is 3.5% (Three dot Five Percent) of Value of Mineral Despatched. The "Value of Mineral Despatched" shall be an amount equal to the product of:-</p> <p>Value of Mineral Despatched - unclear and may not be base of pricing.</p> <p>G4 - No resource and reserve</p>	Please refer to reply mentioned at S. No -2

4	<p>Tender Document Clause 10.4 (b)</p> <p>in case the holder of the Composite Licence completes the prospecting operations in accordance with the Act, rules framed under the Act, the tender document and the relevant permissions issued with respect to prospecting operations, but fails to establish the existence of mineral contents in accordance with sub-section (10) of section 11, and the Minerals (Evidence of Mineral Contents) Rules, 2015, then such holder shall not be eligible to receive a mining lease. Whether the PBG will be returned in that case.</p>	Please refer to Rule 19 (4) of Mineral Auction Rules.
5	<p>Tender Document 12. Stage II: Process for grant of composite license 1. Submission of all necessary clearances /approvals from various government agencies/departments by Successful Bidder 2. Grant of composite license T2+12 months Is the Stage II Extendable ?</p>	Please refer to Rule 18 (3) of Mineral Auction Rules.
6	<p>Tender Document 17.5 Charagah Land (pasture land) , if applicable Mining in Charagah land will be carried out as per notifications / circulars issued by Government from time to time. Clarification of land type to be provided 'It is essential for Bidders to get clarity on these aspects to ascertain the costs in relation to the Mineral Block and understand the timelines for commencement of operations. This will help bidders take an informed decision.</p>	There is no provision of land classification in a block proposed for auction under Composite license.
7	<p>Tender Document 17.6 Exploration Obligation Whether G3 level of exploration is good enough to prove the mineral deposit. If bidder is satisfied with G3 level, still then whether it is required to cover under G2 for applying for mining lease. If after exploration (G2/G3), the deposit is found not feasible as</p>	<ol style="list-style-type: none"> 1. The Preferred bidder has to carry out exploration as per MEMC Rules. 2. Please refer to Rule 18 (6)(b) of Mineral Auction Rules. 3. There is no such provision of reimbursing exploration cost to the previous bidder. 4. As per Rule 22 of Mineral Auction Rules, the G-1 level of exploration is mandatory over the entire area under

	<p>per the feasibility study report conforming to Part IV and V of the Mineral (Evidence of Mineral Contents) Rules, 2015, in that case whether bidder will be allowed to surrender the CL.</p> <p>If so, whether the PBG submitted will be refunded</p> <p>Further, if the block is being put for auction, then whether the exploration cost will be reimbursed to previous (CL) bidder.</p> <p>Exploration obligation - within a period of five years from the date of commencement of such Mining Lease.</p> <p>G3/G2/G1</p> <p>If deadline missed.</p>	<p>the mining lease, within a period of five years from the date of commencement of such mining lease. The condition in this regard will be mentioned in the sanction order of lease. In case of non-compliance of this condition, appropriate action will be taken.</p>
8	<p>Tender Document</p> <p>Schedule IV: Format of MDPA</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 financial bid. Providing unfettered right for the State Government to amend the terms and conditions of the Tender Document may be reconsidered and no material modifications in draft MDPA should be made after the Bid Due Date.</p> <p>'In order for the Bidder to ascertain the applicable terms and conditions of grant of Mining Lease when bidding for the mineral block.</p>	<p>The MDPA will be as per format given in the tender document. Modification in the draft may be possible as per prevailing act/rules/any circular of the Govt. during grant of ML.</p>
9	<p>Tender Document</p> <p>Reconnaissance Survey Report</p> <p>Relation of studies on Ladana block & Pipaliya block</p> <p>Will DMG assist the bidder in accessing the EPMA slides and sample duplicates with GSI/DMG?</p> <p>Will the bidder have access to raw geophysical data for assessment?</p> <p>Will the geological maps and other maps be provided in CAD format for assessment?</p> <p>Details of studies carried out in auction block.</p> <p>For an informed decision on bid.</p>	<p>Ladana Diggi area is not the part of proposed Pipaliya Block and is falling outside of the Pipaliya Block.</p> <p>They will be provided to preferred bidder subjected to availability with GSI, if he requires.</p> <p>The geological report is annexed with the tender document one may refer to it for the details of studies carried out in the block.</p>

REPLY TO PRE BID QUERIES
COMPOSITE LICENSE FOR BASEMETAL AND ASSOCIATED MINERALIZATION
OF
Manpura Block, Tehsil Banera, District Bhilwara
Tender No.: MSTC/JPR/Directorate of Mines and Geology Rajasthan, Udaipur/27/Udaipur/
23-24/11523

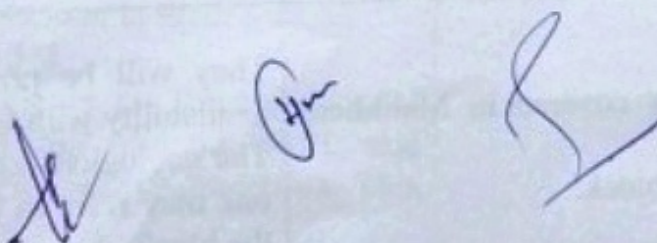
Sl. No.	Bidders Queries	Reply
1	<p>Tender Document 6.5 Further, the bidder shall not collect any samples during the site visit. Bidder may collect samples and share information with DMG. Technical assessment</p>	<p>Tender Document condition prevails</p>
2	<p>Tender Document 8.1.a.(ii) Initial price offer, which shall be a percentage of Value of Mineral Despatched and must be equal to or greater than the Reserve Price as specified in Clause 9. Value of Mineral Despatched - unclear and may not be base of pricing. G4 - No resource and reserve</p>	<p>The area is proposed for auction under composite license. The holder of a Composite Licence shall conduct geological exploration of the area under the Composite Licence so as to ascertain evidence of mineral contents and shall submit periodic reports in accordance with the Act and rules in accordance with sub-section (10) of section 11 resulting in determination of evidence of mineral contents conforming to the Mineral (Evidence of Mineral Contents) Rules, 2015.</p>
3	<p>Tender Document 9.1 The Reserve Price is 3.5% (Three dot Five Percent) of Value of Mineral Despatched. The "Value of Mineral Despatched" shall be an amount equal to the product of:- Value of Mineral Despatched - unclear and may not be base of pricing. G4 - No resource and reserve</p>	<p>Please refer to reply mentioned at S. No -2</p>



4	<p>Tender Document Clause 10.4 (b) in case the holder of the Composite Licence completes the prospecting operations in accordance with the Act, rules framed under the Act, the tender document and the relevant permissions issued with respect to prospecting operations, but fails to establish the existence of mineral contents in accordance with sub-section (10) of section 11, and the Minerals (Evidence of Mineral Contents) Rules, 2015, then such holder shall not be eligible to receive a mining lease. Whether the PBG will be returned in that case.</p>	Please refer to Rule 19 (4) of Mineral Auction Rules.
5	<p>Tender Document 12. Stage II: Process for grant of composite license 1. Submission of all necessary clearances /approvals from various government agencies/departments by Successful Bidder 2. Grant of composite license T2+12 months Is the Stage II Extendable ?</p>	Please refer to Rule 18 (3) of Mineral Auction Rules.
6	<p>Tender Document 17.5 Charagah Land (pasture land) , if applicable Mining in Charagah land will be carried out as per notifications / circulars issued by Government from time to time. Clarification of land type to be provided It is essential for Bidders to get clarity on these aspects to ascertain the costs in relation to the Mineral Block and understand the timelines for commencement of operations. This will help bidders take an informed decision.</p>	There is no provision of land classification in a block proposed for auction under Composite license.
7	<p>Tender Document 17.6 Exploration Obligation Whether G3 level of exploration is good enough to prove the mineral deposit. If bidder is satisfied with G3 level, still then whether it is required to cover under G2 for applying for mining lease. If after exploration (G2/G3), the deposit is found not feasible as per the feasibility study report conforming to Part IV and V of</p>	<ol style="list-style-type: none"> 1. The Preferred bidder has to carry out exploration as per MEMC Rules. 2. Please refer to Rule 18 (6)(b) of Mineral Auction Rules. 3. There is no such provision of reimbursing exploration cost to the previous bidder. 4. As per Rule 22 of Mineral Auction Rules, the G-1 level of exploration is mandatory over the entire area under the mining lease, within a period of five years from the

	<p>the Mineral (Evidence of Mineral Contents) Rules, 2015, in that case whether bidder will be allowed to surrender the CL. If so, whether the PBG submitted will be refunded Further, if the block is being put for auction, then whether the exploration cost will be reimbursed to previous (CL) bidder. Exploration obligation - within a period of five years from the date of commencement of such Mining Lease. G3/G2/G1 If deadline missed</p>	<p>date of commencement of such mining lease. The condition in this regard will be mentioned in the sanction order of lease. In case of non-compliance of this condition, appropriate action will be taken.</p>
8	<p>Tender Document Schedule IV: Format of MDPA 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 financial bid. Providing unfettered right for the State Government to amend the terms and conditions of the Tender Document may be reconsidered and no material modifications in draft MDPA should be made after the Bid Due Date. 'In order for the Bidder to ascertain the applicable terms and conditions of grant of Mining Lease when bidding for the mineral block.</p>	<p>The MDPA will be as per format given in the tender document. Modification in the draft may be possible as per prevailing act/rules/any circular of the Govt. during grant of ML.</p>
9	<p>Tender Document Part-IV-A The Manpura Block is totally/partially covered in Malikhera GSI report Details of studies carried out in auction block. For an informed decision on bid.</p>	<p>They will be provided to preferred bidder subjected to availability with GSI, if he requires. The geological report is annexed with the tender document one may refer to it for the details of studies carried out in the block. Geological investigation has been carried by GSI with the name of "Malikhera Block" during two separate field seasons as given below.</p> <ol style="list-style-type: none"> 1. Exploratory drilling along with detail mapping on 1.0 sq km area was carried out during FS 1975-76 and 14 boreholes were drilled in west of Malikhera village. 2. Large scale mapping (LSM) was carried out during

		FS 2019-20 covering an area of 100 sq km. The proposed Manpura Block is falling within LSM Block but it is outside of detailed mapped area of FS 1975-76.
10	<p>Tender Document</p> <p>Reconnaissance Survey Report</p> <p>Relation of studies on Pur Banera block, Malikhera block and Manpura block</p> <p>Will DMG assist the bidder in accessing the EPMA slides and sample duplicates with GSI/DMG?</p> <p>Will the bidder have access to raw geophysical data for assessment?</p> <p>Will the geological maps and other maps be provided in CAD format for assessment?</p> <p>It is mentioned that 14 boreholes were drilled at intervals of 200m to 260m near Malikhera hill area. The locations of these drillholes are not available in the report/map. Will the drillhole locations be provided for assessment?</p> <p>Details of studies carried out in auction block.</p> <p>For an informed decision on bid.</p>	<p>The geological report is annexed with the tender document one may refer to it for the details of studies carried out in the block.</p> <p>Malikhera Block with 14 drilled boreholes is not part of proposed Manpura Block and is falling outside of the Manpura Block.</p> <p>Exploratory drilling in Malikhera Block was carried out by GSI during the field season 1975-76. Location coordinate of these 14 boreholes are not available in the Malikhera Block report according to the policy of the time. However, location of the boreholes is roughly mentioned in relation to each other and settlement present in Malikhera village. It is not possible to determine location of boreholes in relation to the referred settlement because of vast change in demographic pattern in the area around Malikhera village.</p>



General Queries

Sl. No.	Bidders Queries	Reply
1	<p>Tender Document General</p> <p>Please confirm whether a mining lease or prospecting license in relation to the Block has been granted to any other person previously and/or if any application for prospecting license/mining lease had been filed in respect of this Block.</p> <p>Kindly confirm if any such applications are currently pending with the State Government.</p>	<p>The area is free that's why it is being put up for auction.</p>
2	<p>Tender Document Clause 17. Event OF FORCE MAJEURE</p> <p>17.1. 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:</p> <p>(i) acts of God, flood, drought, earthquake or other natural disaster...;</p> <p>'The time lapsed in situation beyond the control of the applicant like delay in government procedurals beyond the control of the applicant may be treated as Force Majeure and such time period may be added accordingly towards the time line for execution of mining lease deed.</p> <p>'Most of the time delay in production and dispatch is delayed because of delay in getting clearance/ permissions/ consents etc which is also beyond the control of lease.</p> <p>So these situations may be considered as force majeure as being events or circumstances beyond the reasonable control of the bidders. This is in consonance to rule 12(1) (ff) of mineral concession rule 2016 which inter alia prescribes any other</p>	<p>Tender document condition prevails and delay cannot be considered as Force Majeure.</p>

	happening with the lessee could not reasonably prevent or control.	
3	<p>Tender Document Clause 1.7</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 financial bid. Providing unfettered right for the State Government to amend the terms and conditions of the Tender Document may be reconsidered and no material modifications in draft MDPA should be made after the Bid Due Date.</p> <p>'In order for the Bidder to ascertain the applicable terms and conditions of grant of Mining Lease when bidding for the mineral block.</p>	<p>The MDPA will be as per format given in the tender document. Modification in the draft may be possible as per prevailing act/rules/any circular of the Govt. during grant of ML.</p>
4	<p>Tender Document Clause 8.1(b)(viii):</p> <p>The Technical Bid shall be evaluated to ascertain compliance of the Bidder with the eligibility conditions and requirements under this Tender Document. While examining the Technical Bids the State Government may consider such parameters as it may deem relevant, including considerations that the Technical Bid:</p> <p>(viii) is generally considered to be in compliance in terms of any other parameters as may be considered relevant by the State Government."</p> <p>Reference to 'any other parameters as may be considered relevant' is too 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 Laws.</p> <p>'vii) is generally considered to be in compliance in terms of any other parameters as may be considered relevant applicable law by the State Government.</p> <p>'To seek clarity on the phrase 'any other parameters as may be considered relevant' as used in the Tender Document.</p>	<p>The Technical Bid shall be evaluated as per conditions mentioned in the Tender Document.</p>

5	<p>Tender Document Clause 10.4(b)(ii):</p> <p>.....</p> <p>Provided further that after submission of the geological report prepared in accordance with the Mineral (Evidence of Mineral Contents) Rules, 2015, the holder of composite licence may relinquish the entire area and in such case the State Government shall, after being satisfied that the geological report has been prepared conforming to the Mineral (Evidence of Mineral Contents) Rules, 2015, return the Performance Security. Please clarify the specific timeline for returning the Performance Security.</p> <p>'In order to have a definitive timeline for return of Performance Security.</p>	<p>It will be returned to bidder as early as possible subjected to the fulfilment of all conditions specified by State Government.</p>
6	<p>Tender Document Clause 10.4(c) of the Tender Document.</p> <p>.....</p> <p>Provided that the State Government on being satisfied that the holder of Composite Licence has completed prospecting operations in accordance with sub-section (9) of section 11 of the Act but is unable to establish the existence of mineral contents even after making all possible efforts in accordance with sub-section (10) of section 11 of the Act, and the Minerals (Evidence of Mineral Contents) Rules, 2015, shall return the Performance Security. Please clarify the specific timeline for returning the Performance Security.</p> <p>'In order to have a definitive timeline for return of Performance Security.</p>	<p>Please refer to reply mentioned at S. No - 5</p>
7	<p>Tender Document Clause 10.6 (c)(i) (b) of Tender Document</p> <p>The enhanced Performance Security should be valid until</p> <p>a) all the obligations of the holder of the Composite Licence under the tender document, the deed for grant of a mining lease</p>	<p>Tender Document Condition prevails.</p>

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to be executed between the State Government and the successful bidder and/or the MDPA with respect to the Performance Security have been fully paid and its claims satisfied or discharged; or

b) till the State Government certifies that the terms and conditions of the Tender Document, the deed for grant of a mining lease to be executed between the State Government and the Successful Bidder, and/ or the MDPA 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, whichever is later.

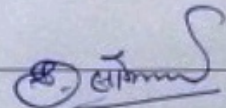
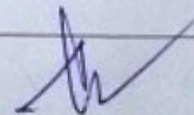
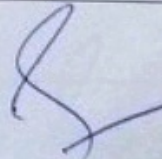
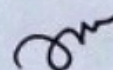
The enhanced Performance Security should be valid up until the term of the mining lease deed with reassessment every 5 years. Such enhanced Performance Security cannot be valid after expiry of mining lease deed. Clause to be modified accordingly.

'Clause to be modified as follows:

The enhanced Performance Security should be valid until a) all the obligations of the holder of the Composite Licence under the tender document, the deed for grant of a mining lease to be executed between the State Government and the successful bidder and/or the MDPA with respect to the Performance Security have been fully paid and its claims satisfied or discharged; or

b) till the State Government certifies that the terms and conditions of the Tender Document, the deed for grant of a mining lease to be executed between the State Government and the Successful Bidder, and/ or the MDPA 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, whichever is later. the expiry of the Mining Lease Deed".

"The words "whichever is later" imply that the validity period of enhanced Performance Security is indeterminant.



8	<p>Tender Document</p> <p>Clause 13.1: Upfront Payment</p> <p>The Upfront Payment paid by the holder of the Composite Licence shall be adjusted in full at the earliest against the amount payable in accordance with the percentage of Value of Mineral Despatched quoted as the Final Price Offer on commencement of production of mineral(s) as specified in MDPA. It is clarified that the Upfront Payment shall be calculated based on the Value of Estimated Resources computed on the basis of the findings pursuant to the prospecting operations undertaken pursuant to the Composite Licence.</p> <p>Please confirm that until the Upfront Payment is fully adjusted against the payment of percentage of Value of Mineral Dispatched, the holder of the Composite License will not be required to make any payment.</p> <p>'In order to assess the timelines for payment and implications on the financial model for the project.</p>	Tender condition prevails
9	<p>Tender Document</p> <p>General</p> <p>Kindly provide details of R&R obligations, land acquisition requirement, if any.</p> <p>Kindly provide details of any study done for identification of PAFs, PDFs, etc. for the block</p> <p>'Kindly clarify, if any surface structure or habitants exists within the Block area and provide details as applicable.</p> <p>If any R&R is applicable, will the State Government help in settlement, so that statutory Clearances/Project execution milestones can be achieved on time.</p>	<p>There is no provision of land classification in a block proposed for auction under Composite license.</p> <p>The Successful Bidder has to obtain all necessary clearances/approvals/NOC on its own.</p>
10	<p>Summary fo Mineral Block:</p> <p>Part C- Particulars of Land</p> <p>Forest Land with Status</p> <p>It is requested to:</p> <ol style="list-style-type: none"> 1. Provide the type of forest which exists in the Mineral Block 2. Tree Density of the Mineral Block 3. NPV applicable for the Mineral Block 	Please refer to reply mentioned at S. No 9

	<p>4. Does the State Govt. maintain any Land Bank? If yes, please elaborate the process of allotment of land to the Preferred Bidder for carrying out compensatory afforestation.</p> <p>5. Whether compensatory afforestation in degraded forest will be admissible?</p> <p>6. How would the State Govt. facilitate the Preferred Bidder in obtaining the Forest Clearance?</p> <p>'Requires for cost estimation and time period required to reach operational stage.</p>	
11	<p>General Query</p> <p>Access Roads</p> <p>In greenfield blocks, access roads are challenging to build and may lead to unanticipated delays.</p> <p>1. In cases, where such delay is affecting the Lessee to perform its obligations under MDPA due to reasons not attributable to Lessee, kindly confirm if any waivers and time schedule extensions would be given to the Bidder.</p> <p>2. What support is to be expected from the Department to facilitate the Bidder in establishing access to the deposit?</p>	The lessee has to manage all these things on its own.
12	<p>General Query</p> <p>Water source</p> <p>Please provide the water source at the block from which water can be sourced for development and operation of the block.</p> <p>Is there any water drawal study conducted. If so, please provide the details and share report, if any.</p>	Beyond the scope of auction
13	<p>MDPA</p> <p>Schedule E</p> <p>Minimum production is linked to % of yearly production approved as per mining plan.</p> <p>There are any lower/upper limit or capping of mine capacity (MTPA) for preparation of Mining Plan by the State Government / IBM.</p> <p>'There may be restriction on production capacity due to cap in production imposed by State Government.</p> <p>'Clarification for financial impact to bidder</p>	No such capping shall be imposed by State Govt.

14	<p>MDPA Clause 4.2.2: "Provided however that in the event an Appropriation Event has occurred solely on account</p> <p>-----</p> <p>The clause does not provide for an exception for a situation where the Appropriation Event has occurred for reasons attributable to the State Government, in which case the Performance Security should not be appropriated. The clause may be modified suitably.</p> <p>This clause to be modified as follows: "Provided however that in the event an Appropriation Event has occurred (i) 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, or (ii) for reasons attributable to the State Government, then the Performance Security shall not be appropriated for such specific Appropriation Event."</p> <p>In case an Appropriation Event occurs on account of the State Government the Successful Bidder should not be liable to pay damages.</p>	Tender Document condition prevails.
15	<p>MDPA Clause 4.3.2: "In the event of a part or total appropriation of the Performance Security, the Successful Bidder shall be required to: (i) rectify the Appropriation Event; and (ii) [top-up the bank guarantee constituting the Performance Security] OR [deposit additional amount towards security deposit] within [seven] days of receipt of a notice under Clause 4.3.1</p> <p>The cure period of seven (07) days' is not sufficient to rectify the Appropriation Event and top-up the bank guarantee constituting the Performance Security or deposit additional amount towards security deposit. Hence, sufficient time should be given to the Successful Bidder.</p> <p>This clause to be modified as follows:</p>	Tender Document condition prevails.

	<p>"In the event of a part or total appropriation of the Performance Security, the Successful Bidder shall be required to: (i) rectify the Appropriation Event; and (ii) top-up the bank guarantee constituting the Performance Security OR deposit additional amount towards security deposit within seven forty five [45] days of receipt of a notice under Clause 4.3.1 or such extended period as may be agreed."</p> <p>"The Successful Bidder should be provided a sufficient cure period to rectify the Appropriation Event and top-up the bank guarantee."</p>	
16	<p>MDPA</p> <p>Clause 4.3.3:</p> <p>"Any one or more Appropriation Events resulting in appropriation of the entire Performance Security 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"</p> <p>The State Government's right to determine the Mining Lease in case of appropriation of entire Performance Security should be triggered only after the cure period provided to the Successful Bidder under Clause 4.3.2 is over.</p> <p>"This clause to be modified as follows:</p> <p>"Any one or more Appropriation Events resulting in appropriation of the entire Performance Security, if not rectified within the time period provided in Clause 4.3.2, 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."</p> <p>"The Successful Bidder should have an opportunity to remedy its default after appropriation of the Performance Security."</p>	Tender Document condition prevails.

17	<p>MDPA</p> <p>6. Utilisation of Mineral</p> <p>Whether the base metals mined from this block can be exported?</p> <p>Is there any restriction on sale in domestic market?</p> <p>Please provide applicable laws in this regard.</p> <p>This Clarification is important as it will have help us in estimation of financial impact.</p>	Beyond the scope of the auction
18	<p>MDPA</p> <p>Clause 9.2: Authorisations</p> <p>The Successful Bidder shall obtain and maintain all Governmental Approvals required for conducting the</p> <p>Kindly clarify whether government is appointing any nodal agency or other mechanism for single window clearances of all applicable approvals for state government agencies so that operating mine can be start by due date.</p>	The Successful Bidder has to obtain all necessary clearances/approvals/NOC on its own.
19	<p>General</p> <p>Water/ Power source</p> <p>Please provide the nearest water source/power Grid from the block from where it can be sourced for the Block.</p> <p>Kindly provide the topographical Study Report, if the study have been done with seasonal and perennial nala etc.</p>	Beyond the scope of this auction.
20	<p>MDPA</p> <p>19.4. Costs and expenses</p> <p>19.4.1. The Successful Bidder shall bear its own costs in connection with the execution of this Agreement.</p> <p>19.4.2. The stamp duty payable for this Agreement shall be borne by the Successful Bidder.</p> <p>We understand that, Successful Bidder has to pay stamp duty during execution of MDPA and Mining Lease.</p> <p>Kindly Clarify basis which act the Stamp duty shall be</p>	Stamp duty will be as per Rajasthan Stamps Act.

calculated.

I. Also Please provide following information on stamp duty to estimate the project economics:

- a) How much Stamp duty is to be paid during the execution of MDPA or Mining Lease
- b) Methodology for calculation of Stamp Duty and Registration Fee as per applicable laws.

II. Mining Lease shall be granted for a period of 50 yrs.

Kindly clarify if stamp duty is dependent on period of mining lease (or provide formula for calculation of Stamp Duty).

In case of termination of MDPA due to exhaustion of reserves earlier than 50 years, the stamp duty, if dependent on lease period, should be collected only for the lease period and the remaining amount should be returned to the lessee. This is also applicable if regulatory reforms such as unified stamp duty lead to lesser stamp duty in future. Therefore, we request you to kindly incorporate provisions to address the above concerns in the MDPA for stamp duty calculation.

21

General Query
Change in Law

In case any new taxes imposed on mining activities or sale of end product, we understand that it shall be covered in change of law and financial burden so arises due to such change in law shall be adjusted by appropriately reducing the premium being paid by the successful bidder. Kindly confirm.

There is no such provision as per prevailing rules.

22

Tender Document

Clause 13 Payments by the Successful Bidder

What are the existing duties and/or levy applicable on sale/production of Base Metals in the state of Rajasthan in addition to Royalty, DMF, NMET and Bid premium as per applicable laws?

This query is beyond the scope of auction.

	Please provide relevant applicable laws also.	
23	<p>Tender Document</p> <p>15 Bid Security</p> <p>15.1.....in favor of the State Government in substantially the same format as prescribed at Part C of Schedule I ((Format of bid security) and having a validity period of not less than.....</p> <p>We understand that the Bid Security shall be as per the Part C in Schedule I titled "FORMAT OF BID SECURITY" in substantially the same format and some changes in the format may be incorporated as per the bank requirement. Kindly clarify.</p>	No, The BG is to be provided as per format given.
24	<p>MDPA</p> <p>Schedule IV: Format of MDPA</p> <p>Dispute resolution/arbitration process should be given in MDPA.</p> <p>'Request you to insert suggested points for legal clarity:-</p> <p>19.14 : Dispute resolution</p> <p>19.14.1 Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation.</p> <p>19.14.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.</p> <p>In this regard, we request you to kindly specify nodal officer for</p>	Tender Document condition prevails.

	dispute resolution.	
25	<p>General Query General</p> <p>We understand that for any services rendered by Central Government, UT or State by way of assignment of right to use any natural resources where such right to use was assigned by the Central, State Govt., UT or Local Authority will also attract GST. GST applicable in such cases is 18%.</p> <p>We seek clarification that whether Monthly Payment paid to State Government (which is bidding parameter) would attract GST or not?</p>	It will be as per prevailing rules
26	<p>Tender Document 14.7.3 read with 14.7.2 (d) (ii)</p> <p>This clause pertains to disqualification of bidder for 5 years, in case if the bidder does not execute the ML within the timeline mentioned in the Auction Rules. Query: What happens in the event if the timeline given in the Action Rule 10(6) is over, But ML is not executed due to delay in Land Acquisition by the State Government?</p> <p>Provision in Clause 14.7, However, the bidder shall be exempted from the Clause 14.7.3 due to any defaults by the State Government in regards to any delays caused during Land Acquisition.</p> <p>The Rationale being, the Bidder after getting the Composite License not only spends on Performance Security and Exploration Costs etc, but due to land acquisition issues is unable to execute the ML, the bidder should not be disqualified for 5 years for the faults that are not accountable to the bidder.</p>	Tender Document condition prevails.

27	<p>Tender Document 17.3 Jurisdiction</p> <p>In any event of dispute arising out of process of e-auction, the courts situated at Udaipur in Rajasthan shall only have the jurisdiction. Arbitration as a dispute resolution mechanism is suggested</p> <p>In the event of any dispute, claim, question or difference of opinion arising or occurring between the Parties in relation to anything or any matter arising out of or under the terms of this Agreement ("Dispute"), either Party may refer the Dispute for arbitration by a sole arbitrator. The Parties agree that such sole arbitrator shall be mutually appointed by the Parties. The awards and orders passed by such sole arbitrator shall be final and binding upon the Parties. The arbitration proceedings shall be conducted in English language and in accordance with the provisions of Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Udaipur</p> <p>Arbitration is an effective and speedy process. Civil Courts have no timelines to arrive at solution.</p>	<p>There is no provision of Arbitration as per prevailing rules.</p>
28	<p>Tender Document General</p> <p>Since this is the 2nd attempt of auction for the three blocks, if there are less than 3 bidders, whether the Tender process will get annulled or whether there is provision for single bid to be awarded</p>	<p>Please refer to Mineral Auction Rules.</p>
29	<p>Tender Document General</p> <p>If the successful Bidder decides to withdraw the Block after full exploration, i.e., G1/G2, and if the Block is allocated to another Party, will the cost of exploration be reimbursed to the previous Bidder?</p>	<p>No, it will not be reimbursed.</p>