## REPLY TO PRE BID QUERIES

OF

Bhukia-Jagpura Gold and Associated Minerals Block, Tehsil Ganoda & Ghatol & District Banswara Tender No.: MSTC/JPR/Directorate of Mines and Geology Rajasthan, Udaipur/4/Udaipur/24-25/6[426462]

Sl. No.	Bidders Queries	Reply
1	History and Factual background Brief facts (History) about the Bhukia-Jagpura Gold Block:  1. Metal Mining India Private Limited (MMIPL) is a wholly owned subsidiary of Indo Gold Pvt Ltd (IGPL), which was grantedReconnaissance Permit by Directorate of Geology and Mining (Government of Rajasthan) on 03.09.2004 for Gold, Copper, Lead, Zinc, Nickel and associated minerals.  2. Ultimately application for Prospecting License of MMIPL was rejected vide Rejection order dated 10.08.2018, which was challenged in Rajasthan High Court vide Petition having no. as WPC 13521/2018.  3. Rajasthan High Court, on 27.09.2023 dismissed the petition of MMIPL saying that in light of amendment in MMDR Act in 2021 petitioner cannot be granted ML.	<ol> <li>No further appeal has been filed by MMIPL in higher bench.</li> <li>The department has no information in this regard. However, a caveat has been already filed in Honourable Supreme Court and Double Bench of Honourable High court.</li> <li>Indo Gold, an Australian Company the joint venture partner of MMIPL has sent a notice against breaching the Indo-Australian treaty. The reply of notice has been sent and said claim of the company has been rejected by Government of India.</li> <li>Beyond the scope of Tender Document.</li> </ol>
	Reference:IGPL's Treaty Claims mentioned on website: https://www.londonstockexchange.com/news-article/PAT/rajasthan-high-court-decision/16142104	

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follows:  1. W. ca. Hi 2. W. Ra Ho pr 3. W. int pr Hi 4. Pl be an What is Court s on p Preferr This cl	ed/Successful bidder with mining lease?	
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any liti	rification will help bidders to know about	
	gation annexed to the Bhukia Gold Blocks	
and abo	ut its implications in future.	
Tender	Document	It is calculated as per rules.
10.2. (c	furnishing the Performance Security in	
	f concerned AME/ME pursuant to the	
Auction	Rules, valid for the period specified in the	
	for an amount equal INR 500,00,00,000.00	
	Rupees Five Hundred Crores Only)	
	larify as follows:	
	t is value of Estimated Resources?	
	t is the average sale price, declared by	
	an Bureau of Mines, taken to arrive	
	urce value?	
	arification will help bidders to assess the	
	e value which is essential parameter for any	
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3	Part IV A Reporting of Mineral Resources Clause 20; Reporting of Resources Total resources for gold = 113.52 million tons Av. Grade = Gold 1.96 g/t with associated Copper 0.14%, Nickel 97.01 g/t & Cobalt 119.8 g/t Metal content = Gold=225.534 tons, copper = 159071 tons, Nickel=11013 tons & Cobalt = 1360 tons Please clarify as follows: 1. Whether resource value of Copper, Nickel and Cobalt is considered while calculating value of Estimated Resources of this block? If yes, what is the average sale price, declared by Indian Bureau of Mines for Copper, Nickel and Cobalt is being taken to arrive resource value? This clarification will help bidders to assess the resource value which is essential parameter for any financial model.	Resources established by GSI and MECL for Gold and Copper has calculation of VER.	been take	n for
4	MDPA Clause 4.3.1 Failure of the Successful Bidder to comply with the Minimum Production Requirement as required under Clause 8. An amount equal to shortfall in Minimum Production as per Schedule E x highest IBM price of that particular year x Final Price offer. Please clarify that why highest IBM price of that particular year is taken while calculating equivalent amount on shortfall quantity of minimum production and dispatch requirement. Instead it should have been taken as average sale price of relevant mineral published by IBM as applicable during the year of shortfall. This clarity will help bidders to know about exact requirement as per statute as it is linked to financial implication.	Tender Document Conditions shall prevails.		
5	Tender Document Clause 5 Eligibility; (e) The bidder must comply with section 6 of MMDR Act, 1957. The bidder shall not acquire area more than the prescribed area under Mining Lease in MMDR Act including the area of this block. The bidder must ensure that the company or its directors cumulatively does not hold area greater	It is as per Section 6(1) of MMDR ACT.  Mining lease will be granted as per Section 6(1) of MMDR ACT.  Proposal for increasing area limit has sent to GoI.		

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than prescribed area including the area of this block. Reference: A. Two Gold blocks Notified for auction vide NIT dated 6th March 2024 constitute 11.461 Sq. Km area under Mining Lease. B. Section 6 (b) of MMDR Act says that no person shall acquire in respect of any mineral or prescribed group of associated minerals in a State for one or more mining leases covering a total area of more than ten square kilometres. Please clarify as follows: 1. How much area limit is exempted under Section 6 of MMDR Act in case of Gold in the State of Rajasthan for Mining Lease? 2. If there is no extra area is exemption than prescribed limit for Gold in the State of Rajasthan for ML under Section 6 of MMDR Act, then, area of two Gold blocks constituting 11.461 Sq. Km under mining lease for a successful bidder will be more than prescribed limit of ten square kilometres area of mining lease. 3. In light of situation mentioned in point no. 2 as above, whether Mining Lease will be granted for both blocks or not? In light of situation mentioned in point no. 2 as above, whether State of Rajasthan will seek necessary approval from Ministry of Mines, Government of India while granting Mining Lease? This information will be beneficial for bidders to decide about extent of area with respect to Gold. Block Summary The onus of getting consent/purchase/acquisition/getting surface rights of private land is on Land under "Private" category is mentioned as the Preferred Bidder 209.9041 Ha Please Clarify as follows: 1. Procedure for acquisition of private land at the time of mining lease. 2. Charges payable for acquisition of these private land on Hectare basis. Knis - Males These details needed for bidder to know about investment to be made and financial implication involved for this block

7	PART-IV-A	The onus of getting consent/purchase/acquisition/surface rights of private land is on the
	Reporting of Mineral Resources  Host population (local tribes), Human settlements within and nearby the area; The district is predominantly inhabited by tribals mainly Bhils, Bhil Meenas, Damor, Charpotas, Ninamas, etc. Please clarify as follows:  1. Whether land under 'Private' category belongs	Preferred Bidder.
	to tribals mainly Bhils, Bhil Meenas, Damor, Charpotas, Ninamas? 2. Whether tribal land in Rajasthan can be	
	acquired for getting surface right for mining lease?	
	<ul> <li>3. What is the process to acquire or making an agreement with these tribal lands?</li> <li>4. What will be tentative cost per hectare basis? These details needed for bidder to know about transferability/acquisition of tribal land in Rajasthan for getting surface right under mining</li> </ul>	
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8	Block Summary Land under "HZL" category is mentioned as 12.17 Ha Please Clarify as follows: 1. What is the meaning of 'HZL'? 2. How HZL got this portion of land? 3. If it belongs to Hindustan Zinc Limited then what is the procedure for transfer/acquisition of HZL Land at the stage of Mining Lease. 4. Charges payable for acquisition of HZL land on Hectare basis. These details needed for bidder to know about investment to be made and financial implication involved for acquiring surface right under this block.	HZL means Hindustan Zinc Limited. The onus of getting consent/purchase/acquisition/surface rights of private land is on the Preferred Bidder. HZL has only surface rights land. The company has no right over the mineral

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	These details needed for bidder to know about investment to be made and financial implication involved for acquiring surface right under this block.	
10	Block Summary Charagah /Pasture Land (*) as 6.2703 Please Clarify as follows:  1. Whether Charagah land can be diverted for the purpose of mining activities?  2. Whether Charagah land can be part of mining lease or not?  3. What is the meaning / Explanation of a * (Star) which been put in column of Charagah /Posture Land in Block Summary?  4. Procedure for transfer/acquisition of Charagah Land at the stage of Mining Lease.  5. Tentative 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	1. Yes 2. Yes, but after set apart It will be as per notification / circulars issued by Revenue Department of Govt. of Rajasthan.
11	Block Summary  Abadi Land as 2.3428  Please Clarify as follows:  1. What is the meaning of 'Abadi Land'?  2. Whether Abadi land can be acquired for the purpose of mining activities?  3. Procedure for transfer/acquisition of Abadi Land at the stage of Mining Lease.  4. What is the tentative charges payable for acquisition of Abadi land on Hectare basis.  These details needed for bidder to know about investment to be made and financial implication involved for this block	Abadi means land used for residence purpose.  The bidder may proceed as deemed fit as per prevailing rules.

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12	Block Summary	Beyond the scope of Tender Document.
	Block Summary mention Forest Land as 606.2817 Ha Please clarify as follows:  1. Please provide density and type of reserved/protected forest falling in the block area.  2. Please provide charges payable for	It will be as dealt as per Forest Conservation Act 1980
	Compensatory Afforestation (per hectare basis).  3. Please provide charges payable for implementation of Regional Wild Life Management Plan (if any).	
	4. Please provide details of any other charges payable in Rajasthan while diversion of forest land under Section 2 of the Forest Act. These details needed for bidder to know about	
	investment to be made and financial implication involved for this block	
13	PART-IV-A Reporting of Mineral Resources iv, Socio Demographic profile of the area and nearby; Jagpura is a large village located in Ghatol Tehsil of Banswara district, Rajasthan with total 761 families residing. The Jagpura village has population of 3773 of which 1927 are males while 1846 are females as per Population Census 2011. Village hutment are seen all along the western boundary and Central part of the block area (Village namely BhukiaPada and Jagpura). Please clarify:  1. Can these village hutments be relocated (if required) for optimizing mineral resources?  2. What is the procedure for rehabilitation of these hutments?  3. 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?  These details needed for bidder to know about investment to be made and financial implication involved for this block  These details also needed for bidder to know about	The bidder may proceed as deemed fit as per prevailing rules.
	investment of time for such rehabilitation.	O LODE

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14	PART-IV-A	The bidder may proceed as deemed fit as per prevailing rules.
14	Reporting of Mineral Resources Clause 5 (ii); Road connectivity All weather Metaled road from Delwara-Lokiya to Jagpura is passing through the centre of the block is of length around 3.75 Km with block boundary. Please Clarify as follows:  1. Whether said roads passing through block area can be diverted to optimize mineral resource?  2. If yes, kindly provide the procedure and possible expenses for this activity.  3. If not, whether resources blocked due to these roads has been deleted while calculating total resource of the block?  This information needed for bidder to know the optimum utilization of mineral resources as well as helpful in financial modelling for the block	The manmade features were not excluded while calculating the resources.
15	Tender Document Clause 15.3  "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, as promptly as possible."  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.	Tender Document Condition shall prevail.
16	Mine Development and Production Agreement Clause No. 19.4.2; The stamp duty payable for this Agreement shall be borne by the Successful Bidder.  1. Kindly provide the percentage of Stamp duty and Registration charges applicable for execution of mining lease deed for 50 years.  2. Whether stamp duty is charged on the basis of on market value of the resources or on the basis	The stamp duty payable shall be as per Rajasthan Stamps Act.

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	of annual rent?  3. Also elaborate the methodology for arriving such charges.  These details needed for bidder to know about investment to be made and financial implication involved for this block.  These details also helpful in financial modelling for the block.	
17	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 'As per Govt of Rajasthan Notification dated 21.11.2019.' 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. These details also helpful in financial modelling for the block.	The stamp duty payable shall be as per Rajasthan Stamps Act.
18	Tender Document Clause 14.1.1 (e)  "(e) In case of Bidder being a company, duly certified copy of the corporate authorization (notarized), 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.	Tender Document Condition shall prevails.
19	Block Summary Location of the block area; Upon site visit it is found that a temple named "Temran Mata Ji" on the Northern part of the block. It seems that this temple is located in the mineralized are of the block. In this light please clarify as follows:	Beyond the scope of tender document. During estimation of the resources of the block the temple area is not excluded and also taken into consideration.

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	<ol> <li>What is historical importance of this temple and whether it can be relocated in the course of optimization of mineral resource?</li> <li>If not, then how much resources will be lost due to this temple and whether these considerations was taken in to account while estimating resource of the blocks area?</li> <li>Bidders need to know about any sensitive structure within the block area.</li> </ol>	
20	Tender Document  9. Reserve Price  9.1 The Reserve Price is 4% (Four percent) of Value of Mineral Despatched. The "Value of Mineral Despatched" shall be an amount equal to the product of	As per Rule 8 of Mineral Auction Rule, the onus of deciding reserve price is on State Government.
21	Block Summary and Part IV A Block Summary-Clause 6; Nearest Rail Head Dungarpur (in Rajasthan) is the nearest railway station (approximately 86 km). Part IV A; 1.2.0 Location and Accessibility	Overall, the nearest railway station is Dungarpur (Rajasthan) which is present in approx. 86 km from the block.

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Geological Report/Summary of Mineral Block There are 155 bore holes information mentioned in the report. All boreholes litho and assay values are in pdf formats. Provide all 155 boreholes litho and all elements assay data in Excel format. Please provide all bore holes litho and all elements assav data in Excel format. 23 Geological Report

The following bore holes Assay data not available in Geological Report.

BHU: 2.15,29,33,34 &35, DB: 9 to 15. JGB: 1 to 8.

Provide the following bore holes Assay data.

BHU: 2,15,29,33,34 &35,

DB: 9 to 15. JGB: 1 to 8.

Please provide the assay data of the boreholes.

In geological reports excel data is available in many blocks viz. Delwara West, West block, Delwara NW, East Central block and Gundelpara.

Many of the reports are very old and only pdf data of the same are available. The conversion of the same in excel format will take appreciable time. However, the preferred bidder may be contacted to the office of GSI through proper channel for further collection of the database if needed.

The data related to MECL is annexed with the tender document.

At the early stage of discovery of gold in Bhukia area, Banswara district, drilling rigs were initially deployed in the main mineralized zone covering West, East, South Central and North Central part of Bhukia areas to check the potentiality of Gold mineralization from 1992-93 to 1996-97. However, blocks were not defined at that

Later, at the time of compilation of BhukiaBulletin Series A. No. 62 entitled "Bhukia Gold Prospect, Banswara District, Rajasthan" Compiled by Sh. R. L. Jat, Senior Geologist Bulletin series under Item No 28, FS 2010-12, it is observed that due to delay in chemical analysis, resources of boreholes BHU-02, 15,20, 24, 29, 34, 38 39, 13A, 19, 28, 33 and 35drilled between 1993 to 1997 were not attempted in any report pertaining to FS 1993-97 inspite of intersection of significant mineralisation zones and encouraging assay value above 0.5ppm cutoff and stoping width of 1m. (Garhia et al 2001, Grover et al, 1998, Grover et al 1999a, 1999b, Verma, RG 1999). Thus, two supplementary reports were prepared for "Bhukia South Central block" and "Bhukia North Central block". The resource calculation of boreholes BHU- 02, 15, 20, 24, 29, 34, 38 39 were included in the supplementary report of Bhukia South Central Block and resource calculation of boreholes 13A, 19, 28, 33 and 35were included in the supplementary report of Bhukia North Central Block. However, these reports are not in public domain and attached herewith for the references.

Some of the details pertaining to above mentioned boreholes is given in various reports as given in Part IV A

S. N.	Borehole No Report Accession no Refer		Reference Plate	Assay data		
1	BHU-2	WRO- 23136	Plate-XXIII	Details present in supplementary report of South central block		
2	BHU-15	WRO- 23454, WRO-23481	Plate-XXXVI	Page no 67 to 79 of report WRO- 23481		
3	BHU-20		Plate-IV	Page no 80 to 83 of report WRO- 23481		
4	BHU-24	WRO- 23481	Plate-VI	Page no 84 to 89 of report WRO- 23481		
5	BHU-29		Plate-VIII	Negative borehole		
6	BHU-34	5				
7	BHU-38	Details present	in attached supp	lementary report of South central		
8	BHU-39	block				
		V				
9	BHU-13A	WRO-	Plate-XXVIII	Page no 457 to 463 of report		

		23454		attached supplementary report of North Central block.	
10	BHU-19	WRO- 23456	Plate-V	Page no 114 to 125 of report WRO-23456 as well as in attached supplementary report of North Central block.	
11	BHU-28	WAO- 20400	Page no 168to 173  WRO-23456 as wattached supplement of North Central		
12	BHU-33	Details present	Details present in attached supplementary report of North cen		
13	BHU-35				

In "Bhukia South Central block" the Summarized resources at 0.5g / t cut-off and 1.0m stoping width, are as follows-

Tonnage	Average Grade (g / t)			Metal content (tons)				
(Tons)	Gold	Copper	Cobalt	Nickel	Gold	Copper	Cobalt	Nickel
3769840 tons (3.77 million tons)	1.47	0.12	104	95	5.55	4496 Tons	392.76 Tons	357.46 Tons

However, at the time of finalisation of compiled Bullatin Series A 62, various blocks explored in Bhukia Gold prospect were regrouped and it is found that the borehole No. BHU-2, 15, 20 and 39 considered in "Bhukia South Central block" reportwere overlapping with Delwara West Block and borehole BHU-38 was overlapping with East Central Block. (Please refer Plate-I attached with Proforma IV A). Since, these boreholes were overlapping, therefore resources of these boreholes were not considered for resource calculation in Delwara West Block and East Central Block.

In view of the above, the resources of only borehole BHU -24 and 34 are considered for resource calculation in regrouped South Central Block as mentioned in the Proforma IV A. The resource of South central block given inthe GSI published Bulletin Series A. No. 62 entitle "Bhukia Gold Prospect, Banswara District, Rajasthan" Compiled by: Sh. R. L. Jat, Senior Geologistand mentioned in Proforma IV A is mentioned as below-

Resources of gold and associated metals at 0.5 g / t cut-off and 1.0m stoping width after excluding resources of overlapping boreholes in South Central Block

Tonnage		Average Grade (g / t)			Metal content (tons)			
(Tons)	Gold	Copper	Cobalt	Nickel	Gold	Copper	Cobalt	Nickel
1381474 tons	1.58	0.16	116	92	2.19	2275	161	127
(1.38 million tons)						Tons	Tons	Tons

The details of borehole BHU-33 and 35 with assay data and resources are given in the attached supplementary report of Bhukia North Central Block, which is not in public domain as well as in the BhukiaBulletin Series A No. 62.

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		Borehole assay 24063), page no:	data of DB $9$ to $15$ is present in report of Delwara block (Accession no WRC $202$ to $285$ .			
		24819), page no:	data of JGB 1 to 8 is present in report of Jagpura block (Accession no WRC 114 to 168.  to MECL is annexed with the tender document.			
24	The following bore holes Litho data not available in	The assay data following reports	of borehole BHU: 12,33,34,35, 38 & 39 and JGB: 1 to 8 are given in th			
	Geological Report.	Borehole No	Bore hole Assay data details			
	BHU: 12,33,34, 35, 38 & 39,	BHU-12	Check part-B of report of West Block (accession no 23287), page 95-96			
	JGB: 1 to 8. Provide the following bore holes Assay data. BHU: 12,33,34,35, 38 & 39. JGB: 1 to 8. Please provide the litho data of the boreholes.	BHU-33	Few details are given in "investigation for gold in Timaran Mata West Block, Banswara District Rajasthan" (Progress Report for the F. S. 1997-98), Accession no WRO-23912.  However resource details are present in the attached supplementary report of North central block.			
		BHU-34	Present in the attached supplementary report of South central block			
		BHU-35 Fev Blo 98) Hor	Few details are given in "investigation for gold in Timaran Mata West Block, Banswara District Rajasthan" (Progress Report for the F. S. 1997-98), Accession no WRO-23912.  However resource details are present in attached supplementary report of North central block.			
		BHU-38, 39	Present in attached supplementary report of South central block			
		JGB-1 to 8	Check report of Jagpura block (Accession no WRO-24819), page no: 114 to 168.			
		The data relate	d to MECL is annexed with the tender document.			
25	Part IV-A Report/MECL Report/GSI Report. The following bore holes location data not available	The required borehole location data is given below-				
	in Part IV-A Report.	Borehole No	Remark			
	BHU: 16 &17, MBE: 1 to 9 in MECL report 2008. HM: 1 to 15 in GSI Report 1993-1994 (Folder 5). Provide the following bore holes location data in Part IV-A Report. BHU: 16 &17,	BHU-16, 17	Details of both the borehole is given in report "Exploration for gold in Bhukia-Jagpura area, Banswara District, Rajasthan" (Progress Report for F. S. 1994-95), Accession no- 23454.  However, the location of the boreholes as per DGPS are as follows-BHU-16: Longitude: 434791.0370, Latitude: 2637088.6250 BHU-17: Longitude: 434740.5635, Latitude: 2637174.6578			
MBE: 1 to 9 in MECL report 2008. HM: 1 to 15 in GSI Report 1993-1994 (Folder 5). Please provide the location data of the boreholes.	MBE 1 to 9	These boreholes belong to MECL block. The details of these blocks are not available with GSI.				
	r lease provide the location data of the boreholes.	HM 1 to 15	These boreholes are not falling in the Bhukia-Jagpura Gold ML Block and not considered for resource calculation. They belong to another area lying nearly 10 km NNW of the Bhukia-Jagpura ML block			
		The data related	to MECL is annexed with the tender document.			

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26	Tender NIT Clause 3.5 The Bidders are expected to conduct due diligence regarding the land to be comprised in the mining lease and also familiarize themselves with all Applicable Laws relating to acquisition of rights over such land to be comprised in the mining lease. Is it possible to share the georeferenced land map with break up demarcated with proper co-ordinates to extract the land details To get the georeferenced land details for ease in plotting in the map	It will be provided to preferred bidder if he requires.
27	Tender NIT Clause 4.1 (ii) The estimated mineral resources of minerals found in the identified Concession Area determined pursuant to the Minerals (Evidence of Mineral Content) Rules, 2015 and its subsequent amendments; If the successful bidder finds any differences during due diligence of geological study of extractable / mineable reserves in the report with the database provided along with the tender document, will the Government adjust the differential amount of Upfront Payments & Performance Security? To protect investor's investment	There is no such provision in Mineral Auction Rule. 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.
28	Tender NIT Clause 6.1 Pursuant to sub-rule (3) of Rule 9 of the Auction Rules, the Bidders shall be provided a fixed period of 38 days to study the Tender Document and the bidding process shall commence only after such period of 38 days. Requesting to extend the timeline of the bid submission and auction process by one month atleast as 38 days timeline is not sufficient to asess and validate the enormous quantity of exploration data available with the tender document. For proper evaluation and assessment of the technical datasets	The bid due date shall not be extended at this point of time.

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29	Tender NIT	He may visit site as per Clause 6 of tender document.
	Clause 6.3 During such period the Bidders may	The state of the s
	undertake the site visit to Concession Area at their	
	cost and risk to ascertain for themselves the site	
	conditions, location, communication, climate,	
	availability of power, and any other matter	
	considered relevant by them.	
	Can the bidder collect samples during the visit to	
	site (for testing purposes)? Does DMG provide	
	support of a local host for the bidder to visit the	
	site.	
	Collection of samples during site visit for initial	
	testing purposes.	
30	Tender NIT	Its an typographical error, the mining lease shall be for Gold and Associated Minerals.
	Clause 8.2 The mining lease shall be for mineral	
	limestone found in the area pursuant to exploration	
	prior to the e- auction	
	The tender document published is of Gold mineral	
	block at Banswara, Rajasthan. No Limestone mineralisaiton	
	Exact minerals to be mined details	
31	Tender NIT	The mining lease shall be for Gold and Associated Minerals.
31	Clause 10.3 The State Government and the	The mining lease shall be for Gold and Associated Minierals.
	Successful Bidder shall enter into the MDPA upon	
	the Successful Bidder having obtained all consents,	
	approvals, permits, no objections and the like as	
	may be required under applicable law for	
	commencement of mining operation	
	Does the MDPA accounts for all the metals	
	associated with gold?	
	MDPA terms of polymetal deposits	
32	Tender NIT	Tender document condition shall prevail.
	Clause 10.4 Provided that no Mining Lease Deed	
	shall be executed on expiry of a period of three	
	years from the date of the letter of intent, and the	
	letter of intent shall be invalidated leading to	
	annulment of the entire process of auction with	
	forfeiture of equivalent amount of bid security from	
	available performance security.	
	Provided further that the State Government may	
	allow a further period of two years for execution of the Mining Lease Deed if the reasons for delay were	
	beyond the control of the preferred bidder.	
	beyond the contion of the preferred bidder.	$\sim$

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	In the event the Mining Lease is not executed within the stipulated timeline on account of reasons not attributable to the Successful Bidder the State Government should refund the Performance Security and Upfront Payment to the Successful Bidder within a fixed time period.  Refund of the performance security and upfraont payment on account of reasons not attributable to the Successful Bidder		
33	Tender NIT Clause 17.6 The holder of a Mining Lease shall complete detailed exploration (G1 level exploration) and prepare a detailed feasibility study report conforming to Part IV and V of the Mineral (Evidence of Mineral Contents) Rules, 2015 and its subsequent amendments over the entire area under the Mining Lease, within a period of five years from the date of commencement of such Mining Lease.  DFR and Detailed Exploration report - An initial expense on construction and development of mine in initial years, can the period for G1 level DFR be extended?  G1 level exploration and feasibility timeline extension beyond 5 years	It shall be as per Mineral Auction Rules.	
34	Tender NIT PART-IV-A Technical data Serial no. 4 (iii) Cadastral details of the area with land use, area under forest with type of forest. In case the cadastral details are not available an indicative data of breakup of government, private and forest land Mainly Government (partly Protected Forest area) with private agriculture land. Cadastral details may be provided by the State Government - Is it possible to get category wise cadastral digital file for the leasehold area. Cadastral soft digital copies of the leasehold area to study the land details	It will be provided to preferred bidder if he requires.	

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35	Tender NIT PART-IV-A Technical data Serial no. 5(iii) Host population (local tribes), Human settlements within and nearby the area Is there any special schedule in law for the tribal population for land acquisition/ R&R Any special schedule in law for the tribal population for land acquisition/ R&R	It will t	be as per i	notification / circula	ars issued by Govt. o	f Rajasthan.
36	Tender NIT PART-IV-A Technical data Serial no. 8 (ii) Brief	Bhukia	West Bloo	ck		
	detail of the exploration carried out (to be given				UTM	
	separately for each agency) All GSI drilled borehole co-ordinates should be	S.N	Boreho Numbe	er Easting	g (X)	Northing (Y)
	provided in UTM too or all the coordinates in same	1	BHU-		4101	2637101.6868
	format for all the agencies.  UTM co-ordinates of all boreholes as a standard	2	BHU-		3185	2637037.7510
		3	BHU-		4743	2636947.7575
	practice of reporting boreholes collars	4	BHU-		6010	2636853.8086
		5	BHU-8		7472	2637216.1077
		6	BHU-9			2637324.9868
		7	BHU-1			2637397.8429
		8	BHU-1			2637456.1143
		9	BHU-1			2637533.4279
		10	BHU-2			2636991.2590
		11	BHU-2			2637359.8813
		12	BHU-2	6 434418.	3393	2637143.5717
			East Bloc		Eti (N)	UTM
		5	V.1V	Borehole location	Easting (X)	Northing (Y)
			1	BHU-4	435616.0763	2637123.98
			2	BHU-6	435636.763	2637061.227
			3	BHU-11	435666.3103	2636904.813
			4	BHU-18	435541.9057	2636942.887
			5	BHU-23	435517.3281	2637041.887
			6	BHU-27	435712.1216	2636844.071
		_	7	BHU-30	435702.9036	2636762.377
		-	8	BHU-31	435683.8161	2636672.46
			9	BHU-32	435479.4242	
		-	U	DI10-02	400479.4242	2637120.715

435452.2004

2637156.899

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11	BHU-37	435719.7121	2636837.057
12	EB-10	435628.9324	2636802.051
13	EB-11	435678.2357	2636715.663
14	EB-12	435706.3091	2636453.301

East Central Block

		U'.	ΓM
S.N	Borehole location	Easting (X)	Northing (Y)
1	ECB-1	435427.9683	2636749.868
2	ECB-2	435434.9133	2636832.764
3	ECB-3	435425.365	2636934.557
4	ECB-4	435357.6664	2637036.313
5	ECB-5	435329.8083	2637137.842
6	ECB-6	435279.3414	2637239.697
7	ECB-7	435345.3374	2636789.276
8	ECB-8	435408.4591	2636670.507
9	ECB-9	435353.1845	2636935.832

Timran Mata West Block

		U	rm
S.N	Borehole location	Easting (X)	Northing (Y)
1	TMW-1	434765.7268	2637842.456
2	TMW-2	434789.6738	2637747.215
3	TMW-3	434870.2921	2637662.558
4	TMW-4	435092.6349	2637987.436
5	TMW-5	435091.3763	2637894.466
6	TMW-6	435115.8851	2638175.88
7	TMW-7	434902.4825	2638179.259
8	TMW-8	435027.6782	2638087.215
9	TMW-9	435165.2792	2638087.748
10	TMW-10	434523.8963	2638087.895
11	TMW-11	434992.576	2637895.984
12	TMW-12	434505.8276	2638012.131
13	TMW-13	434984.2577	2637986.07
14	TMW-14	434908.187	2638120.97
15	TMW-15	435077.5943	2638280.227
16	TMW-16	434524.8299	2638168.654
17	TMW-17	434903.9973	2638280.286
18	TMW-18	434978.362	2637794.658

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19	TMW-19	434977.1296	2637692.069
			2001002.000

Timran Mata East Block

		UTM		
S.N	Borehole location	Easting (X)	Northing (Y)	
1	TME-1	435493.6112	2637518.685	
2	TME-2	435584.0195	2637279.285	
3	TME-3	435559.9406	2637375.014	
4	TME-4	435553.8101	2637132.989	
5	TME-5	435442.312	2637479.435	
6	TME-6	435562.2317	2637201.105	
7	TME-7	435508.2304	2637338.246	
8	TME-8	435578.8195	2637331.197	
9	TME-9	435516.2692	2637286,222	
10	TME-10	435439.7665	2637175,759	
11	TME-11	435493.3633	2637425.646	
12	TME-12	435374.822	2637434.138	
13	TME-13	435352.0902	2637541.565	
14	TME-14	435294.3684	2637622.782	
15	TME-15	435376.541	2637245.258	

Delwara West Block

		U'	ГМ
S.N	Borehole location	Easting (X)	Northing (Y)
1	DWB-1	435045.8458	2636266.182
2	DWB-2	435062.1207	2636163.844
3	DWB-3	435074.5666	2636062.163
4	DWB-4	435068.1613	2636375.426
5	DWB-5	435117.7	2635975.132
6	DWB-6	435010.6348	2636458.413
7	DWB-7	435192.41	2635891.71
8	DWB-8	434973.78	2636246.42
9	DWB-9	435258.2563	2635804.126
10	DWB-10	435388.2133	2636358.36
11	DWB-11	435349.13	2635725.16
12	DWB-12	435414.3727	2636266.228
13	DWB-13	435415.5	2635639.93
14	DWB-14	435457.32	2636167.63
15	DWB-15	435452.73	2635542.26
1,6	DWB-16	435388.5242	2636465.257

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17	DWB-17	435501.5456	2636079.72
18	DWB-18	435473.58	2635963.85
19	DWB-19	435503.1	2635873.05
20	DWB-20	435537.67	2635777.05
21	DWB-21	435569.52	2635680.99
22	DWB-22	435598.92	2635582.3
23	DWB-23	435615	2636107.99
24	DWB-24	435663.06	2636013.76
25	DWB-25	435709.95	2635930.74
26	DWB-26	435728.5808	2635830.04
27	DWB-27	435271.8266	2636432.486
28	DWB-28	435250.0439	2636320.093
29	DWB-29	435304.8769	2636125.799
30	DWB-30	435248.6178	2636216.282

Delwara NW Block

		U'	ΓM
S.N	Borehole location	Easting (X)	Northing (Y)
1	DNW-1	435124.3192	2636655.78
2	DNW-2	435134.7309	2636722.616
3	DNW-3	435167.329	2636780.337

Delwara Block

		U'.	ľM
S.N	Borehole location	Easting (X)	Northing (Y)
1	DB-1	435655.0469	2636416.504
2	DB-2	435724.0355	2636335.566
3	DB-3	435840.9149	2636381.26
4	DB-4	435859.7935	2636280,066
5	DB-5	435842.8358	2636219.796
6	DB-6	435798.8819	2636148.957
7	DB-7	435893.9684	2636186.202
8	DB-8	435947.0575	2636099.227
9	DB-9	435919.8121	2635958.171
10	DB-10	435843.5716	2635929.496
11	DB-11 🔘	435840,8397	2635885.928

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12	DB-12	435958.8743	2635886.243
13	DB-13	435972.4103	2635763.629
14	DB-14	435867.4998	2635723.305
15	DB-15	435981.312	2635659.389

Gundelapara Block

		U	rM
S.N	Borehole location	Easting (X)	Northing (Y)
1	GNP-1	434933.7437	2635840.639
2	GNP-2	434917.9671	2635960.512
3	GNP-3	434807.5707	2635997.405
4	GNP-4	434742.5118	2636074.72
5	GNP-5	434698.766	2636170.146
6	GNP-6	434657.7951	2636268.344
7	GNP-7	434586.8572	2636339.525
8	GNP-8	434523.5899	2636417.389
9	GNP-9	434495.5953	2636527.933

North Central Block

S.N	Borehole location	Easting (X)	Northing (Y)
1	BHU 13A	435199.4153	2637366.353
2	BHU 19	435156.4894	2637432.7678
3	BHU 21	434950.7104	2637829.3887
4	BHU 28	435174.4835	2637548.7735
5	NCB 9	434878.2086	2637776.033
6	BHU 33	434930.3215	2637570.509
7	BHU 35	434949.9838	2637457.257

South Central Block

S.N	Borehole location	Easting (X)	Northing (Y)
1	BHU-2	435232.6126	2636496.906
2	BHU-15	435198.6288	2636392.225
3	BHU-20	435212.1942	2636268.233
4	BHU-24	435231.6937	2636569.12
5	BHU-29	435308.0327	2636630.761
6	BHU-34	435401.2531	2636586.334
7	BHU-38	435473.913	2636671.667

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		8	BHU-39	435502.3984	2636476.816
		Gundelapara N	W Block		
				Ţ	JTM
		S.N	Borehole location	Easting (X)	Northing (Y)
		1	GNW-1	434047	2637475
		2	GNW-2	434043	2637358
		3	GNW-3	433959	2637546
		4	GNW-4	434119	2637275
		5	GNW-5	434110	2637183
		6	GNW-6	434201	2637121
		Jagpura Block			
		S.N	Borehole location	Easting (X)	Northing (Y)
		1	JGB-1	435408.06	2638923.38
		2	JGB-2	435418.3294	2638816.914
		3	JGB-3	435425.7	2638709.16
		4	JGB-4	435620.47	2638541.55
		5	JGB-5	435527.44	2638886.35
		6	JGB-6	435564.46	2638771.58
		7	JGB-7	435479.11	2638692.32
		8	JGB-8	435592.6	2638656.53
		9	JGB-12	435360.23	2638884.65
		10	JGB-13	435351.26	2638795.13
		The data relate	ed to MECL is annexed v	with tender document.	
37	Tender NIT PART-IV-A Technical data Serial no. 8 (ii) Brief detail of the exploration carried out (to be given separately for each agency) North Central Block- NCB-9, BHU-33 and BHU-35 (3 boreholes) and South Central Blockp BHU-2, BHU-15, BHU-29, BHU-38 and BHU-39 (Total 8 boreholes)- Litho, assay and survey data is missing For assessment and resource validation	The data related to MECL is anneved with tender document			s. Please refer to the details givent.
38	Tender NIT PART-IV-A Technical data Serial no. 8 (ii) Brief detail of the exploration carried out (to be given separately for each agency) Is it possible to visit the core library of GSI and		a formal email through		annels to the HoD, GSI WR, the

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	Core library visit as part of borehole core validation and QAQC	
39	Tender NIT PART-IV-A Technical data Serial no. 8 (ii) Exploration carried out by Metal Mining India Private Ltd (MMI) Data is not available in data room - Is it possible to share the exploration data of MMI. MMI historical exploration data evaluation	
40	Tender NIT PART-IV-A Technical data Serial no. 8 (ii) Exploration carried out by HZL Data is not available in data room - Is it possible to share the explroation data. HZL historical exploration data evaluation	The exploration of GSI and MECL has already been provided with the tender document.
41	Tender NIT PART-IV-A Technical data Serial no. 11(i) Downhole geophysical survey was carried out in many inclined boreholes. The borehole was surveyed for IP, resistivity, Self- potential (SP) and magnetic susceptibility. Is it possible to get the raw downhole geophysical data files. GSI Downhole geophysical exploration data for evaluation	These are old geological reports and retrieving of old raw downhole geophysical data file is not possible.
42	Tender NIT PART-IV-A Technical data Serial no. 17 Whether assumed or determined. If assumed, the basis for the assumptions. If determined, the method used, whether wet or dry, the frequency of the measurements, the nature, size and representativeness of the samples.  The tonnage factor has been determined by measuring the bulk densities from the samples taken from the mineralized zones. The tonnage factor was determined by measuring mass and volume, of the representative core samples collected from the mineralized zones on dry basis The average density or tonnage factor of 3.0 gm/cc is	The Bulk density is determined in some of the blocks such as East block, Timaran Mata West block etc. Since the lithological setup of all the blocks is more or less similar, hence in general specific gravity for all blocks is assumed as 3.0. In East block report, accession no WRO- 23964, page no 185-187, bulk density details are given. The average density for this block is 3.40, however, average bulk density was taken 3.00 for resource calculation. In Timaran Mata West block, accession no WRO-23977, page-44-45, details of specific gravity is given. The specific gravity of 144 core samples was calculated. Average specific gravity of 144 nos. sample are 2.99. However, average bulk density was taken 3.00 for resource calculation.
18	taken for resource calculation Kindly provide bulk	Bulk density of the mineralized zone was only calculated and bulk density of associated

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	density of associated rock types (non-mineralized rock types) For resource validation	rock types (non-mineralized rock types) is not determined during the investigations.  In MECL report of Bhukia-East Block, specific gravity determination for 30 nos. of borehole core samples from mineralized and barren zones from different litho units has been carried out and an average specific gravity as calculated is applied for reserve estimation.
43	Tender NIT PART-IV-A Technical data Serial no. 18 Besides this, metallurgical test on 100 kg composite drill core sample at MINTEK (South Africa) got performed by Hindustan Zinc Limited indicated that 72% of gold is associated with sulphide minerals is very fine optimizing gold recovery.  MINTEK suggested the following beneficiation steps: 1. Initial grinding of ore to 60% passing 75micron, 2. Flotation to reduce bulk concentrate, 3. Ultrafine grinding of bulk concentrate to 70% passing 10  Kindly share the MINTEK gold metallurgical/beneficiation report  HZL's MINTEK metallurgical report to study the metallurgical parameters and ore beneficiation methods	"In Bulletin Series A, No. 62 of 2014, reference is made to beneficiation studies conducted by MINTEK (South Africa) subsequent to the submission of samples from Hindustan Zinc Limited."  "The metallurgical/beneficiation report conducted by MINTEK is currently not in possession of GSI."
44	MDPA Jurisdiction and Dispute Resolution clause missing Amicable resolution in case of any dispute in executive the MDO agreement should be the emphasis and then referring the dispute to arbitration is suggested This Agreement and all questions of its interpretation shall be construed in accordance with the laws of India, without regard to its principles of conflicts of laws. Any dispute, controversy or claim arising out of or relating to or in connection with the Agreement including a dispute as to the validity or existence of this Agreement, or any breach or alleged breach thereof, shall be settled through mutual discussions between the Parties. In this regard, the Successful Bidder shall nominate an officer not below the rank of a director to participate in the discussions on its behalf.	

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In the event that the Successful Bidder fails to nominate an officer in the manner required above: or the Parties are unable to resolve any dispute in accordance with the above clause within a period of [30] Business Days starting from the date on which the first notice of dispute was provided by either Party, such dispute shall be resolved in accordance with the Arbitration and Conciliation Act of India. In the event that the Successful Bidder fails to nominate an officer in the manner required under Clause B: or the Parties are unable to resolve any dispute in accordance with Clause B within period of [30] Business Days stating from the date on which the first notice of dispute was provided by either Party, such dispute shall be referred to arbitration by in accordance with Clause E. Such arbitration shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Delhi, and the language of arbitration proceedings shall be English.

There shall be a 3 (three) arbitrators, of whom each Party shall select 1 (one), and the third arbitrator shall be appointed by the 2 (two) arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Arbitration Rules. The arbitrators' award (the "Award") shall be final and binding on the Parties as from the date it is made, and the Parties agree and undertake to carry out such Award without delay. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

The Parties agree that an Award may be enforced against them and their assets wherever situated.

[In the event that the Successful Bidder fails to nominate an officer in the manner required under Clause B; or the Parties are unable to resolve any dispute in accordance with Clause B within period of [30] Business Days stating from the date on which the first notice of dispute was provided by either Party, such dispute shall be taken by either Party for resolution.

It is expressly agreed between the Parties, that any

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existence of a dispute shall not affect in any manner any of the rights of the Nominated Authority under this Agreement, including without limitation the right to appropriate Performance Security or terminate this Agreement, until a final determination in this regard is made. Emphasis should be on Amicable solution as it will help in effective and efficient running of mine. Another effective way is to refer the matter to Arbitration as it is an effective and speedy process. Civil Courts have no timelines to arrive at solution. MDPA Clause 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: acts of God, flood, drought, earthquake or other natural disaster: epidemic or pandemic: terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom: collapse of buildings/mines, fire, explosion or accident: or any labour or trade dispute, strikes, industrial action or lockouts (other than those solely affecting Successful Bidder claiming the same as an Event of Force Majeure and attributable to such Successful Bidder's policies regarding labour, compensation or employment or labour related conditions). Change in law/ decision of the court / government that results in a Force Majeure has to be covered.

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Tender document condition shall prevail.

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(vii) Any change in law or government policy making the performance of obligations under this

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	Agreement impossible.  This clause is also to be incorporated as recent CMDPA has started putting this clause as (vii).	
46	NIT Clause 10.4 - Provided that no Mining Lease Deed shall be executed on expiry of a period of three years from the date of the letter of intent, and the letter of intent shall be invalidated leading to annulment of the entire process of auction with forfeiture of equivalent amount of bid security from available performance security. Provided further that the State Government may allow a further period of two years for execution of the Mining Lease Deed if the reasons for delay were beyond the control of the preferred bidder. The clause should be amended as mentioned in the suggested text for amendment section 10.4 - Provided that no Mining Lease Deed shall be executed on expiry of a period of three years from the date of the letter of intent, and the letter of intent shall be invalidated leading to annulment of the entire process of auction with forfeiture of equivalent amount of bid security from available performance security. Provided further that the State Government may allow a further period of two years for execution of the Mining Lease Deed if the reasons for delay were beyond the control of the preferred bidder. Further, in case of non execution of Mining Lease during above period and thereby invalidation of letter of intent, due to reasons not attributable to Preferred Bidder, then bid security from available performance Security will not be forfeited and Performance Security will be returned to Preferred Bidder. Any penal action should not be imposed on account of any delay in execution of Mining Lease due to reasons not attributable to Preferred Bidder.	Tender document condition shall prevail.

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47	NIT, MDPA	Tender document condition shall prevail.	
	Clause 12 - Time table - S. No. 14, 16 and sl. no. 3		
	after T1 date.		
	MDPA - Clause 3.1 - Condition for grant of Mining		
	Lease MDPA - Clause 4.3- Table 4.3.1 - Point no. 1		
	1st installment-LOI issue to preferred bidder - 100		
	Cr		
	2nd installment-along with Mining plan &		
	Performance security - 100 Cr		
	3rd installment- after execution of MDPA - 300 Cr		
	The clause should be amended as mentioned in the		
	suggested text for amendment section		
	It is proposed that		
	First installment of Upfront Payment should be		
	paid after approval of Mining Plan.		
	Second installment of Upfront Payment should be		
	paid within 30 days of execution of MDPA.		
	Third installment of Upfront Payment should be		
	paid within 30 days of execution of Mining Lease		
	Deed.		
	According to above schdeule, clause 3.1 & 4.3 -		
	Table 4.3.1 - Point no. 1 of MDPA may also please		
	be changed.		
	Objective of Upfront Payment is to ensure security		
	against the material to be extracted.		
	As such, Upfront Payment should be paid before		
	start of production. However, proposed timeline in		
	the Tender document is very onerous. Therefore, we		
	request you to adopt proposed timelines for		
	payment of Upfront Payment which will meet very		
	objective and also help to Preferred Bidder in		
	managing cash flow.		
48	MDPA	Tender document condition shall prevail.	
40	Clause 4.2.2 - 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.		
	The clause should be amended as mentioned in the		
	suggested text for amendment section	0	
	4.2.2 - Provided however that in the event an		

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	Appropriation Event has occurred solely on account of an Event of Force Majeure or any event not attributable to and beyond the control of Successful Bidder 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.  Any penal action should not be imposed on account of any delay due to reasons not attributable to and beyond control of Preferred Bidder. Accordingly, modifications are requested.	
49	MDPA Clause 7.1.1 - Payments - The Successful Bidder shall make monthly payments on the basis of the Final Price Offer (the "Monthly Payment"). The Monthly Payment shall be computed on the basis of the Value of Mineral Despatched or the value of the minimum production requirement as specified in Clause 8, whichever is higher.  Minimum production requirement has been furnished in Schedule E which is on annual basis. This minimum production requirement on annual basis cannot be used to determine monthly payments to State Government. Accordingly, we understand that, reconciliation of actual production with respect to minimum production requirement will be on annual basis and Successful Bidder will pay any shortfall into the amount with respect to minimum annual production on annual basis. Kindly confirm.  Accordingly, Monthly Payment shall be on the basis of Value of Mineral Despatched during the month. Kindly confirm.	Please refer to Rule 13 of Mineral Auction Rules.
50	Clarification sought.  MDPA Clause 17.1 - Events of Force Majeure acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;	Tender document condition shall prevail.

Line 19 19 19 19

nuclear, chemical or biological contamination or sonic boom;

collapse of buildings/mines, fire, explosion or accident; or

any labour or trade dispute, strikes, industrial action or lockouts (other than those solely affecting Successful Bidder claiming the same as an Event of Force Majeure and attributable to such Successful Bidder's policies regarding labour, compensation or employment or labour related conditions).

The clause should be amended as mentioned in the suggested text for amendment section

17.1 - Events of Force Majeure

acts of God, flood, drought, earthquake or other natural disaster;

epidemic or pandemic;

terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

nuclear, chemical or biological contamination or sonic boom:

collapse of buildings/mines, fire, explosion or accident; or

any labour or trade dispute, strikes, industrial action or lockouts (other than those solely affecting Successful Bidder claiming the same as an Event of Force Majeure and attributable to such Successful Bidder's policies regarding labour, compensation or employment or labour related conditions).

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 to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Successful Bidder's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;

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	We request to insert point no. (vii) as Force Majeure event which is a fair preposition and this clause is standard in most of the Mining Agreements executed with various Government Authorities.	
51	Tender Document General 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. Kindly confirm if any such applications are currently pending with the State Government.	No such, application is pending with State Govt.
	General Query Access Roads In greenfield blocks, access roads are challenging to build and may lead to unanticipated delays. 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. What support is to be expected from the Department to facilitate the Bidder in establishing access to the deposit?	The State Govt. will help to the extent possible.
52	General Query General 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%. We seek clarification that whether Monthly	It will be as per norms.

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	Payment paid to State Government (which is bidding parameter) would attract GST or not?	
53	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  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.  This clause to be modified as follows: "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 thirty [30] days of receipt of a notice under Clause 4.3.1 or such extended period as may be agreed."  The Successful Bidder should be provided a sufficient cure period to rectify the Appropriation Event and top-up the bank guarantee.	Tender document condition shall prevail.
54	Stamp Paper for BG  Kindly confirm Stamp Paper Details as mention below: e-Stamp Paper: Rs. 25000 Purchased By: Name of the Bidder Description of Document (Article): Article 32 Letter of Guarantee Description: Bank Guarantee First Party: Name of the Bidder Second Party: Name of the Bank	

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	Stamp Duty paid byName of the Bidder	
55	Tender Document 2.2. Upfront Payment "Upfront Payment" means an amount equal to INR 500,00,00,000.00 (Indian Rupees Five Hundred Crores Only) payable pursuant to the Auction Rules, 2015 and its subsequent amendments. Sale price of the mineral (grade-wise and State- wise) considered for 12 months avg. may be provided.	It is calculated as per rules.
56	Tender Document 8.1 Minimum Production Requirement 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.  In case of low mineral resources being found in the mineral block owing to deviation from the geological report, will the Minimum Production and Dispatch Requirement as stipulated in the MDPA be reduced?  Yearly Production & Dispatch quantity (%) is mentioned. Since Mining Plan is not available (not prepared yet), will the production & dispatch quantity (%) be modified as per the Approved Mining Plan at a later date?  From 3rd year minimum requirement is 30%. The mineral beneficiation plant setting up, availability of land, construction period etc. may delay. In that case, production liability as stipulated from 3rd year onwards will be allowed to modify.	Tender document condition shall prevail.

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57	PART-IV-A Reporting for Mineral Resources 19. vi Core Recovery Wherever core recovery is 75% or more, the core loss is assumed to have the same grade as that of the recovered portion. Please clarify if this will lead to over estimation of grade and tonnage.	The core recovery rates in all boreholes range from 70% to 100%. In sulphide zones, core recovery in most boreholes ranges between 90% to 100%. In a few number of boreholes within sulphide zones, the recovery falls below 90%. Since, the sampling of the mineralized zone is continuous in nature, thus, it is assumed that the loss have the same grade and assay value. It should not lead to the over estimation of the grade and tonnage.  The average core recovery percentage of all the boreholes in hard rock is more than 85% in Bhukia East Block (explored by MECL).
58	PART-IV-A Reporting for Mineral Resources 19. vi Tonnage Factor Based on the number of specific gravity measurements of gold and copper zones intersected in different boreholes drilled in Bhukia-Jagpura gold prospect, the average tonnage factor is taken as 3.00. No. of samples mentioned as 30 (at page no 188) Please advice if the 30 no. of samples represent the whole ML	No. of samples mentioned as 30 (at page no 188): This is not clear. Page no 188 of which report/ document.  However, for details of specific gravity (tonnage factor), please refer to point reply at S.N. 42.
59	MDPA Clause 7.1 Payment of bid amount 7.1.3 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.  We propose the clause to be modified as "The Monthly Payment is required to be made within 20 working days of expiry of each month with respect to Mineral extracted from the Lease Area in such calendar month".	Tender document condition shall prevail.

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