

TENDER DOCUMENT
FOR E-AUCTION
OF
EXPLORATION LICENCE
FOR
NAME OF THE BLOCK
IN STATE OF RAJASTHAN



DEPARTMENT OF MINES & PETROLEUM,
GOVERNMENT OF RAJASTHAN
DIRECTORATE OF MINES & GEOLOGY
UDAIPUR

TENDER No. :
AUCTION No. :

This Tender Document is non-transferable. Only the person who has purchased the Tender Document shall be entitled to participate in this tender process and submit the bid on the e-auction portal. The Price of this Tender Document is INR 2,00,000/- (Rupees Two Lakh) plus applicable GST which is payable on reverse charge mechanism.

DEPARTMENT OF MINES & PETROLEUM, GOVERNMENT OF RAJASTHAN

Issued to

All Prospective Bidders (Purchaser of Tender Document)

Terms and conditions, deadlines etc. for participating in the electronic auction are provided in the Tender Document. Tender Document is non-transferable.

The Model Tender Document and Salient Features of Mineral Block are available free of cost in electronic form and can be downloaded from the website of MSTC Ltd, <https://www.mstcecommerce.com/auctionhome/mlcl/index.jsp>; Department of Mines & Geology <www.mines.rajasthan.gov.in>; for the purpose of information only.

This block is being put up for first attempt of auction.

The complete Tender Document shall be made available for download to the bidder only subsequent to payment of a non-refundable tender fees.

The GST at the rate of 18% on the purchase of tender document shall be applicable. The GST applicable is to be paid by the prospective bidder itself. The prospective bidder shall be solely responsible for remitting the GST as per applicable law and statutory liability in this regard will be responsibility of prospective bidder and no liability whatsoever shall be borne by the DMGR/MSTC.

Timelines, notifications, updates and other details for the e-auction process are available on the website of <<https://www.mstcecommerce.com/auctionhome/mlcl/index.jsp>>.

Bidders desirous to submit their bid have to submit Bids on MSTC's e-auction portal

<<https://www.mstcecommerce.com/auctionhome/mlcl/index.jsp>>.

Table of Contents

1.	Important Information
2.	Definitions and Interpretation
3.	Introduction.....
4.	The Block
5.	Eligibility.....
6.	Review period and site visit
7.	Clarification regarding tender document
8.	Bidding Process
9.	Ceiling Price
10.	Declaration of Successful Bidder and Grant of Exploration Licence
11.	Timetable.....
12.	Payments to the Successful Bidder
13.	General conditions regarding tender process
14.	Bid Security
15.	Fraud and Corrupt Practices
16.	Other Provisions
Schedule I: Format of Technical Bid	
Annexure I: Format of Bid Letter	
Annexure II: Format of Bid Security	
Annexure III: Format of Power of Attorney	
Annexure IV: Format of Affidavit	
Schedule II: Format for seeking clarification regarding Tender Document	
Schedule III: Technical details regarding online electronic auction.....	
Schedule IV: Format of Information Memorandum.....	
Schedule V: Indicative Format of Letter of Intent	

1. Important Information

- 1.1. This Tender Document has been issued pursuant to notification of an area with the intent to carry out e-auction for grant of an exploration licence with respect to the area comprised in the Exploration Block and in respect of the minerals specified in the Seventh Schedule of the Act, including, *inter alia*, for (the “**Mineral(s)**”), pursuant to the Act and the Rules framed thereunder. All information provided in this Tender Document should be read together with the Act and the Rules framed thereunder. In the event of a conflict between this Tender Document and the Act or the Rules, the Act or the Rules (as amended from time to time), as the case may be, shall prevail.
- 1.2. The information contained in this Tender Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the State Government or any of its employees or advisors, is provided to Bidder(s) as per the terms and conditions set out in this Tender Document. It is hereby clarified that for the purposes hereof, till the issuance of letter of intent by the State Government to the Preferred Bidder, only Department of Mines and Geology, State Government is authorized to issue any communication hereunder and only a written communication from Department of Mines and Geology, State Government shall be considered as an official communication by the State Government.
- 1.3. This Tender Document is neither an agreement nor an offer by the State Government to the prospective Bidders or any other person. The purpose of this Tender Document is to provide interested parties with information that may be useful to them in making their bids pursuant to this Tender Document. This Tender Document includes statements which reflect various assumptions and assessments arrived at by the State Government in relation to the Exploration Block. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender Document may not be appropriate adequate or of specific relevant for all persons, and it is not possible for the State Government, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender Document. The assumptions, assessments, statements and information contained in the Tender Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender Document and obtain independent advice from appropriate sources.
- 1.4. Information provided in this Tender Document to the Bidder(s) has been collated from several sources some of which may depend upon interpretation of Applicable Law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as complete. The State Government or its employees accepts no responsibility for the accuracy or otherwise for any statement contained in this Tender Document.
- 1.5. The State Government, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender Document and any assessment,

assumption, statement or information contained therein or deemed to form part of this Tender Document or arising in any way from participation in this tender process.

- 1.6. The State Government also accepts no liability of any nature howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender Document.
- 1.7. The State Government may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender Document.
- 1.8. The issue of this Tender Document does not imply that the State Government is bound to select a Bidder or to appoint the Preferred Bidder as Successful Bidder for the Exploration Block and the State Government reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever.
- 1.9. Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the State Government, or any other costs incurred in connection with or relating to its bid.
- 1.10. This Tender Document is not transferable. The price paid by the Bidder for the Tender Document shall not be refunded.
- 1.11. In case the day of completion of any requirement is falling due on a public holiday, the day of completion shall be deemed to be due on the next successive working day. The expression “public holiday” includes Saturday, Sunday and any other day declared to be a public holiday by the Central Government or the State Government, as the case may be.
- 1.12. Each Bidder shall be responsible for any problem at the Bidder’s end including but not limited to failure of electricity, loss of internet connection, any trouble with Bidder's computer etc. which may cause inconvenience or prevent the Bidder from bidding in e-auction.

2. Definitions and Interpretation

- 2.1. The words and expressions used herein but not defined herein shall have the same meaning as assigned to them in the Act or the Rules made thereunder. The following definitions apply to this Tender Document, unless the context otherwise requires:
- 2.1.1. “**Acceptable Bank**” shall mean a Scheduled Bank as listed in the Second Schedule of the Reserve Bank of India Act, 1934, excluding those listed under the headings of Gramin Banks, Urban Co-operative Banks and State Co-operative Banks.
- 2.1.2. “**Act**” means the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957) as amended from time to time.
- 2.1.3. “**Applicable Law**” shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India at the relevant point in time.
- 2.1.4. “**Auction Rules**” mean the Mineral (Auction) Rules, 2015 as amended from time to time.
- 2.1.5. “**Authorised Signatory**” shall mean the individual representing a Bidder who has been duly authorised on behalf of such Bidder to execute and submit the Bid in accordance with the terms hereof, as set forth in Clause 13.1.1(c).
- 2.1.6. “**Bidder**” means a person who has purchased this Tender Document, and the expression Bidders shall include all such persons.
- 2.1.7. “**Bid Due Date**” shall mean the date on which the Technical Bid and the initial price offer is required to be submitted in accordance with Clause 8.2(a).
- 2.1.8. “**Bid Security**” shall have the meaning given to such expression in Clause 14.
- 2.1.9. “**Ceiling Price**” shall be as provided under Clause 9.
- 2.1.10. “**Exploration Block**” means **NAME OF THE BLOCK on Sq.Km / Hectare area** (notification of the area is attached).
- 2.1.11. “**Final Price Offer**” shall have the meaning given to such expression in Clause 8.3(a).
- 2.1.12. “**Information Memorandum**” means the information memorandum provided separately containing amongst others, information specified in Clause 4.1.
- 2.1.13. “**Limiting Price**” shall have the meaning given to such expression in Clause 8.2(d).
- 2.1.14. “**Mineral(s)**” shall have the meaning given to such expression in Clause 1.1.

- 2.1.15. **“Performance Security”** shall have the meaning given to such expression in Clause 10.1.1;
- 2.1.16. **“Preferred Bidder”** shall have the meaning given to such expression in Clause 8.3(c) or, as the case may be, in Clause 10.1.3.
- 2.1.17. **“Qualified Bidders”** shall have the meaning given to such expression in Clause 8.2(e).
- 2.1.18. **“Rules”** shall, as the context may require, mean the Auction Rules and/ or the Minerals (Other than Atomic and Hydro Carbons Energy Minerals) Concession Rules, 2016 and/ or the Minerals (Evidence of Mineral Contents) Rules, 2015 and/ or any other rules (including any amendments thereof) formulated under the Act, as may be applicable at any point of time.
- 2.1.19. **“Section”** means Section of the Act.
- 2.1.20. **“State Government”** means Government of Rajasthan.
- 2.1.21. **“Successful Bidder”** shall have the meaning given to such expression in Clause 10.3.
- 2.1.22. **“Technical Bid”** shall have the meaning given to such expression in Clause 8.2(a)(i).
- 2.1.23. **“Technically Qualified Bidders”** shall have the meaning given to such expression in Clause 8.2(c).
- 2.1.24. **“Tender Document”** means this tender document together with the schedules and documents referred to herein, including the letter of intent, Information Memorandum and any addenda to this Tender Document.
- 2.2. In this Tender Document, unless the context otherwise requires:
- 2.2.1. Any reference to any statute or statutory provision shall include:
- (a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - (b) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Tender Document) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Tender Document and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced.
- 2.2.2. Words in the singular shall include the plural and the plural shall include the singular.
- 2.2.3. References to the masculine, the feminine and the neuter shall include each other.
- 2.2.4. The schedules form part of this Tender Document and shall have the same force and effect as if expressly set out in the body of this Tender Document.

- 2.2.5. A reference to **this Clause** shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs.
- 2.2.6. Headings to Clauses, parts and paragraphs of schedules and schedules are for convenience only and do not affect the interpretation of this Tender Document.
- 2.2.7. Unless otherwise specified, any reference to a time of day is to Indian Standard Time.
- 2.2.8. Any words following the terms **including, include, in particular, for example or any similar expression** shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.2.9. Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 2.2.10. Any obligation not to do something includes an obligation not to allow that thing to be done.

3. Introduction

- 3.1. The Act stipulates grant of an exploration licence with respect to an area in respect of minerals specified in the Seventh Schedule of the Act, which vest in the government.
- 3.2. In exercise of powers conferred by Section 13 of the Act, the Central Government has notified the Auction Rules and the Minerals (Evidence of Mineral Contents) Rules, 2015. The Bidders are encouraged to acquaint themselves with the Act and the Rules made thereunder.
- 3.3. This Tender Document is being issued by the State Government as per Auction Rules, for e-auction for grant of an exploration licence over the Exploration Block.
- 3.4. The e-auction would be conducted in accordance with the Act, the Auction Rules, the Minerals (Evidence of Mineral Content) Rules, 2015, and any other order or notification issued by the Central Government pursuant to the Act and this Tender Document.
- 3.5. The Bidders are expected to conduct due diligence regarding the land to be comprised in the exploration licence and also familiarise themselves with all Applicable Law relating to acquisition of rights over such land to be comprised in the exploration licence including without limitation, the Act, the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980, the Panchayats (Extension to the Scheduled Areas) Act, 1996, the Right to Fair Compensation and Transparency in Land Acquisition and Rehabilitation & Resettlement Act 2013, respective laws of State Government with respect to land reforms, scheduled areas and any other Applicable Law, as may be relevant.

4. The Exploration Block

- 4.1. The following information regarding the Exploration Block is included in a separate “**Information Memorandum**” attached along with this Tender Document as **Schedule IV**:
- (a) particulars of the area identified and demarcated, specifying its boundary latitude and longitude coordinates;
 - (b) available geosciences data, viz. available geological reports and
 - (c) an indicative list of clearances and permissions required to be obtained with respect to such area for commencing reconnaissance OR prospecting OR reconnaissance and prospecting operations.
- 4.2. Bidders are strongly encouraged to review the Information Memorandum.
- 4.3. The Exploration Licence of the Block area will be as per the notification annexed with this Tender Document.

5. Eligibility

Pursuant to the Act and Rule 19B of the Auction Rules, the eligibility for participating in the e-auction shall be as follows:

- (a) The Bidder must meet the conditions specified in Section 5 of the Act, relevant extracts of which are quoted below:

“5. Restrictions on the grant of mineral concession.— (1) A State Government shall not grant a mineral concession to any person unless such person—

- (a) *is an Indian national, or company as defined in clause (20) of section 2 of the Companies Act, 2013 (18 of 2013); and*
- (b) *satisfies such conditions as may be prescribed:*

Explanation.— For the purposes of this sub-section, a person shall be deemed to be an Indian national,—

- (a) *in the case of a firm or other association of individuals, only if all the members of the firm or members of the association are citizens of India; and*
- (b) *in the case of an individual, only if he is a citizen of India.”*

- (b) The Bidder must meet the terms and conditions regarding eligibility as stipulated in Schedule I of the Auction Rules for e-auction for grant of an exploration licence as quoted below:

“3. In the auction of exploration licence, the applicant shall have a net worth of more than or equal to (Amount in Words).”

Explanation.—

- (1) *In case an applicant is a subsidiary of another company incorporated in India, the net worth of such holding company may also be considered:*

Provided that, in such case, the applicant shall continue to be a subsidiary of such holding company until such time the applicant meets the aforementioned net worth threshold.

- (2) *In case of a Company, the net worth shall be the sum of paid up share capital and the free reserves as per the audited balance sheet of the financial year ended immediately preceding the date of issuance of notice inviting tender.*

- (3) *In case the notice inviting tender is issued between 1st April to 30th September (both days inclusive) of a year, the audited balance sheet of the financial year before the immediately preceding financial year, from the date of issuance of notice inviting tender, may be submitted by the bidder, if the audited balance sheet of the immediately preceding financial year is not available.*
- (4) *In case of an individual, the net worth shall be the closing cash balance on the last date for submission of application, and such amount may include amount in savings bank accounts in Scheduled Bank or Post Office, free and un-encumbered fixed deposits in Scheduled Banks, or Post Office, Listed Companies /Government organisation or Public Sector Undertaking of a State and the Central Government, Kisan Vikas Patra, National Saving certificate, Bonds, Shares of Listed Companies, Listed Mutual Funds, Unit Linked Insurance Plan, Public Provident Fund, Surrender Value of Life Insurance policies and un-encumbered immovable property in the name of Applicant.”*

- (c) Accordingly, the net worth of the Bidder must be calculated in accordance with the following conditions, as applicable:
- (i) In case of an individual or sole proprietorship, the valuation of un-encumbered immovable property shall be based on the relevant circle rate published by the relevant government authority, and such valuation must be certified by a chartered accountant. The individual or sole proprietorship shall also submit an undertaking, on a stamp paper (as a part of the affidavit) of adequate value stating, *inter alia*, that the immovable property (accounted for calculation of net worth) is un-encumbered and free from all charges (including, but not limited to, lien, mortgage, and pledge), and that the said individual or sole proprietorship is the owner of such immovable property.
- (ii) Further, for computation of the Bidder's net worth, if an individual includes the properties owned by their sole proprietorship, or if sole proprietorship of such individual includes the properties owned by the individual, then either of the following shall be submitted, as applicable:
- A. A certificate from the bank in which such sole proprietorship has a current account certifying that the individual is the proprietor of the sole proprietorship; or
- B. GST registration certificate clearly showing the details of the sole proprietorship.
- (iii) It is clarified that either the net worth of the holding company or the net worth of the subsidiary shall be considered, and not both.
- (iv) The decision of the State Government with respect to the methodology to be used for computing the net worth of any Bidder will be final and binding on the Bidder.

- (d) The Bidder must comply with Section 6 of the Act;

Explanation: Disallow participation of persons who are holding or may, in the event of becoming lowest bidders in the auction, hold the area in excess of the area limit under Section 6 (1) of the MMDR Act. It may however be noted that the area limit would be governed as per the provisions under Section 6 (1) of the MMDR Act.

- (e) The eligibility for participating in the e-auction shall be determined as per the terms and conditions of eligibility for participating in the e-auction set out in this Tender Document. The Preferred Bidder/ Successful Bidder shall be decided solely on the basis of financial bids submitted by the eligible Bidders. Provided that, the Preferred Bidder/ Successful Bidder shall be obliged to remain in continuous compliance with eligibility conditions provided in this Clause 5 till the execution of the exploration licence deed, which the State Government may test any time at its discretion.
- (f) The bidder must ensure that the company or all its directors has no dues pending against the department.
- (g) A Bidder shall submit only one bid in an auction of a mineral block and no Affiliate(s) of a Bidder shall submit a bid in the same auction where such bidder has submitted bid. In case a Bidder submits more than one bid in an auction of a mineral block or an affiliate of a bidder submits bid in the same auction where such bidder has submitted bid, the bids submitted by the Bidder and its Affiliate(s) shall be rejected leading to forfeiture of bid security of the bidder and its affiliate(s) as the case may be.

6. Review period and site visit

- 6.1. Pursuant to sub-rule (3) of Rule 19E of the Auction Rules, the potential bidders shall be provided a fixed period to study the Tender Document and the bidding process shall commence only after such date as mentioned in Clause 11.
- 6.2. Site visit would commence on publication of notice inviting tender and would end on Bid Due Date.
- 6.3. Potential bidders shall be eligible to visit the Exploration Block. The site visit to the Exploration Block shall be conducted with prior notice to the State Government through the following e-mail address adghq.mg@rajasthan.gov.in. The email should clearly bear the following subject line: “*Site Visit for exploration block*”.
- 6.4. During such period the potential bidders may undertake the site visit to Exploration Block 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.
- 6.5. This Tender Document does not however give an unconditional or unrestricted right to access the Exploration Block or the right to the potential bidders to prospect/ explore for minerals. The site visit must be in compliance with Applicable Law and rights of person(s) having surface rights over the Exploration Block.
- 6.6. In the event a potential bidder undertakes a site visit, then such potential bidder shall be liable towards any loss or damage caused to the site and/or the person(s) having surface rights over the Exploration Block, on account of any act of commission or omission of such potential bidder or its employees, authorised representatives, agents, advisors etc.
- 6.7. Potential bidders are advised to conduct the site visit in the manner specified in Clause 6.3 on or before(IST) on Bid Due Date.

7. Clarification regarding Tender Document

- 7.1. Potential bidders may seek clarifications or request further information regarding this Tender Document.
- 7.2. Any queries or requests for additional information concerning this Tender Document may be sent in .doc, .docx, .xls, .xlsx format only to the State Government by email to adghq.mg@rajasthan.gov.in in the format specified in **Schedule II** (*Format for seeking clarifications regarding the Tender Document*).
- 7.3. The email should clearly bear the following subject line: “*Queries/ Request for Additional Information: Tender Document for* **NAME OF THE BLOCK** *exploration block*”.
- 7.4. Each query should contain complete details of facts, information and Applicable Law relevant to the query and also the particulars of the person or a company posing the query. The State Government reserves the right to not answer any query, including any query which is incomplete or anonymous.
- 7.5. The queries should be emailed on or before the date specified in Clause 11 for receiving queries.
- 7.6. It is expressly clarified that no queries shall be entertained beyond the last date for receipt of queries as indicated in Clause 11 of this Tender Document.
- 7.7. The State Government shall endeavour to respond to the queries within the period specified in Clause 11. However, the State Government reserves the right to not respond to any question or provide any clarification, in its sole discretion, and nothing in this Tender Document shall be taken or read as compelling or requiring the State Government to respond to any question or to provide any clarification.
- 7.8. The State Government shall publish the queries for which response has been provided on a website, without identifying the source of queries.
- 7.9. The State Government shall endeavour to provide clarifications and such further information, as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive tender process.
- 7.10. The State Government may also on its own motion, if deemed necessary, issue interpretations and clarifications to all potential bidders. All clarifications and interpretations issued by the State Government shall be deemed to be part of the Tender Document. Provided, however, that any non-written clarifications and information provided by the State Government, its employees or representatives in any manner whatsoever shall not in any way or manner be binding on the State Government.

8. Bidding Process

8.1. Pursuant to sub-rule (4) of Rule 19E of the Auction Rules, the e-auction shall be a descending reverse online electronic auction and shall comprise of attempts of auction with each attempt of auction consisting of a first round of auction and a second round of auction as follows.

8.2 First round of e-auction:

- (a) In the first round, the Bidders shall be required to submit on or prior to 1300 hours (IST) on (Exact Date and Time) (“**Bid Due Date**”):
 - (i) The Technical Bid comprising, amongst others, documentary evidence to confirm eligibility as per the provisions of Clause 5 hereof, and of the Act and the Rules made thereunder to participate in the auction, Bid Security and such other documents and payments as may be specified in this Tender Document (“**Technical Bid**”); and
 - (ii) Initial price offer, which shall be a percentage share of the auction premium that shall be payable by the future lessee whose mining lease shall be auctioned pursuant to the operations undertaken under the exploration licence being auctioned and must be:
 - A. equal to or less than the Ceiling Price as specified in Clause 9; and
 - B. greater than 0% (zero percent).

The Technical Bid and the initial price offer must be submitted electronically as provided in **Schedule III** (*Technical details regarding online electronic auction*). The duly executed original physical copy of the Technical Bid must be hand delivered to the **Additional Director (Geology) HQ** of the State Government for this specific purpose at the address specified in Clause 13.1.2 so that they are received on or prior to the Bid Due Date, failing which the Technical Bid shall be deemed to be not received.

In case of a conflict between documents submitted electronically and documents hand delivered physically, the documents hand delivered physically shall prevail. It is clarified that only the Technical Bid is required to be submitted physically, and the Bidders must not submit the initial price offer physically. In case the Bidder submits the initial price offer physically, the Technical Bid and the initial price offer will be summarily rejected. In case the Bidder fails to submit the Technical Bid electronically, the Technical Bid and the initial price offer will be summarily rejected.

- (b) 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:
 - (i) is received as per the prescribed formats along with all required documents and information;

- (ii) is received by the Bid Due Date including any extension thereof;
 - (iii) is submitted electronically in the manner prescribed in **Schedule III** (*Technical details regarding online electronic auction*);
 - (iv) contains all the information (complete in all respects) including the initial price offer as requested in this Tender Document;
 - (v) does not contain any condition or qualification;
 - (vi) only 1 (one) Technical Bid has been submitted by the Bidder and its Affiliate(s); or
 - (vii) is generally considered to be in compliance in terms of any other parameters as may be considered relevant by the State Government.
- (c) Only those Bidders who are found to be eligible in accordance with the prescribed eligibility conditions as per Clause 5 of this Tender Document and whose initial price offer is equal to or less than the Ceiling Price, and greater than 0% (zero percent), and whose Technical Bids meet the requirements under this Tender Document (“**Technically Qualified Bidders**”) shall be considered for the second round of the auction.
- (d) The lowest initial price offer amongst the Technically Qualified Bidders shall be the limiting price for the second round of online electronic auction (“**Limiting Price**”).
- (e) The Technically Qualified Bidders shall be ranked on the basis of the ascending initial price offer submitted by them. On the basis of such ranking, the Technically Qualified Bidders, holding first 50% (fifty percent) of the ranks (with any fraction rounded off to higher integer) or the top 5 (five) Technically Qualified Bidders, whichever is higher, shall qualify as qualified bidders for participating in the second round of online electronic auction (the “**Qualified Bidders**”). Intimation shall be restricted only to the Qualified Bidders.
- (i) If the number of Technically Qualified Bidders is between 3 (three) and 5 (five), then all the Technically Qualified Bidders shall be considered as Qualified Bidders:
 - (ii) In the event of identical initial price offers being submitted by 2 (two) or more Technically Qualified Bidders, all such Technically Qualified Bidders shall be assigned the same rank for the purposes of determination of Qualified Bidders and in such case, the aforementioned 50% (fifty percent) shall stand enhanced to the extent of tie occurring within the first 50% (fifty percent).

Illustration:

A. In the event there are a total of 10 (ten) Technically Qualified

Bidders, and each Technically Qualified Bidder submits different initial price offer, then the Technically Qualified Bidders holding the first 50% (fifty percent) of ranks shall be considered to be Qualified Bidders.

- B. If 3 (three) such Technically Qualified Bidders submit the same initial price offer and are ranked in first 50% (fifty percent) of the total number of ranks, then all such 3 (three) Technically Qualified Bidders shall be considered to be Qualified Bidders and the total number of Qualified Bidders shall stand increased by 2 (two).
- (iii) The State Government is not obliged to provide any explanation or clarification on their disqualification to Bidders who fail to qualify as Technically Qualified Bidders.
- (iv) Technical Bids shall be deemed to be under consideration immediately after the submission and until such time the State Government makes official intimation of award/ rejection to the Bidders. While the tender process is on-going, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required/permittted under the Tender Document, from contacting by any means, the State Government and/ or their employees/ representatives on matters related to the bids under consideration.
- (v) Save and except as provided in this Tender Document, the State Government shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any bid or the tender process.
- (f) Where the total number of Technically Qualified Bidders is less than 3 (three), then no Technically Qualified Bidder shall be considered to be Qualified Bidder and the first attempt of auction shall be annulled.
- (g) On annulment of the first attempt of auction, the State Government may decide to:
 - (i) commence the auction process *de novo* with a separate set of terms and conditions and ceiling price as it may deem fit and necessary; or
 - (ii) conduct the second attempt of auction.
- (h) In case the State Government decides to conduct the second attempt of auction as per clause (ii) of sub-clause (g) above, the terms and conditions of the second attempt of auction shall remain the same as in the first annulled attempt of auction, subject to the conditions that:
 - (i) the lowest initial price offer of the Technically Qualified Bidders, if any, in the first annulled attempt shall be the ceiling price in first round of the second attempt; and
 - (ii) the bidding shall continue to the second round even in case the number of technically qualified bidders is less than 3 (three), and even in case of a single Technically Qualified Bidder.

8.3 Second round of e-auction:

Where the total number of Technically Qualified Bidders is 3 (three) or more, then the auction process shall proceed to second round of auction which shall be held in the following manner, namely:

- (a) The Qualified Bidders may submit their final price offers which shall be:
 - A. a percentage share of the auction premium that shall be payable by the future lessee whose mining lease shall be auctioned pursuant to the operations undertaken under the exploration licence being auctioned (the “**Final Price Offer**”);
 - B. less than the Limiting Price; and
 - C. greater than 0% (zero percent).

The Final Price Offer may be revised till the conclusion of the e-auction in accordance with the technical specifications of the e-auction platform as specified in **Schedule III** (*Technical details regarding online electronic auction*):

Provided that at no point can the Final Price Offer be revised to 0% (zero percent) or less;

- (b) The e-auction process shall be annulled if none of the Qualified Bidders submits a Final Price Offer on the online electronic auction platform. In case the e-auction process is annulled due to non-submission of at least 1 (one) Final Price Offer on the electronic auction platform, the Bid Security of all such Qualified Bidders who have submitted the lowest initial price offer i.e. the applicable Limiting Price for the second round of e-auction, shall be forfeited in accordance with Clause 14.6.
- (c) The Qualified Bidder who submits the lowest Final Price Offer shall be declared as the preferred bidder (the “**Preferred Bidder**”) immediately on conclusion of the e-auction.

9. Ceiling Price

The ceiling price (“**Ceiling Price**”) of the Exploration Block is **(Amount to be prescribed by Government in percentage)** of the auction premium that shall be payable by the future lessee of the mining lease which shall be auctioned pursuant to the operations undertaken under the exploration licence being auctioned pursuant to this Tender Document.

10. Declaration of Successful Bidder and Grant of Exploration Licence

Pursuant to Rule 19G of the Auction Rules, the exploration licence shall be granted to the Successful Bidder subject to the following:

10.1. Performance Security:

10.1.1. The Preferred Bidder shall, within 15 (fifteen) days after being declared as Preferred Bidder, submit to the State Government an irrevocable and unconditional performance security (the “**Performance Security**”) in the form of:

- (a) a bank guarantee in the format as provided in Schedule IV of the Auction Rules from an Acceptable Bank, payable at Udaipur, Rajasthan; or
- (b) a non-interest bearing security deposit to be provided in terms hereof

for an amount of (Amount in Figures) (Amount in Words).

10.1.2. Provided that the State Government may, for reasons to be recorded in writing, extend the period of 15 (fifteen) days for submitting the Performance Security by further 15 (fifteen) days.

10.1.3. In case the Preferred Bidder fails to submit the Performance Security within the period or extended period mentioned above in clause 10.1.1 or 10.1.2, as the case may be, the State Government shall:

- (a) forfeit the Bid Security of the Preferred Bidder; and
- (b) offer the Bidder who had submitted second-lowest price offer in the second round of auction to meet the lowest Final Price Offer and if the said Bidder agrees to the said offer in writing and submit the Performance Security within 15 (fifteen) days of receipt of offer, the State Government shall declare said Bidder as the Preferred Bidder and issue letter of intent in accordance with sub-rule (1) of Rule 19G of the Auction Rules:

Provided that the State Government may, for reasons to be recorded in writing, extend the period of 15 (fifteen) days referred to in this clause by further 15 (fifteen) days.

10.1.4. The Performance Security shall remain valid until:

- (a) all the obligations of the Preferred Bidder/ Successful Bidder under or by virtue of the letter of intent, Tender Document and/ or the exploration licence deed have been fully paid and any and all claims satisfied or discharged; or
- (b) till the State Government certifies that the terms and conditions of the letter of intent, Tender Document and/ or the exploration licence deed have been fully and properly carried out by the Successful Bidder and accordingly discharges the Performance Security

whichever is later.

10.2. Issuance of letter of intent

A letter of intent, as per the format provided in **Schedule V**, shall be issued by the State Government to the Preferred Bidder within 15 (fifteen) days of receipt of the Performance Security.

10.3. Declaration as a Successful Bidder:

The Preferred Bidder shall be considered to be the “**Successful Bidder**” upon:

- (a) compliance with all the terms and conditions of eligibility;
- (b) obtaining all consents, approvals, permits, no-objections and the like as may be required under applicable laws for commencement of {reconnaissance OR prospecting OR reconnaissance and prospecting} operations; and
- (c) submitting the scheme of {reconnaissance OR prospecting OR reconnaissance and prospecting} in accordance with the Mineral Conservation and Development Rules, 2017.

10.4. [Grant of exploration licence:](#)

Upon fulfilment of the conditions specified in Clause 10.3, the State Government shall grant an exploration licence to the Successful Bidder, and such exploration licence shall be subject to the provisions of the Act and the Rules made thereunder:

Provided that on expiry of a period of 1 (one) year from the date of the letter of intent, no exploration licence deed shall be executed, and the letter of intent shall be invalidated leading to annulment of the entire process of auction:

Provided further that the State Government may allow a further period of 6 (six) months for execution of the exploration licence deed, if the reasons for delay were beyond the control of the Preferred Bidder.

11. Timetable

The following timetable shall apply to the tender process. The timetable may be amended by the State Government through issuance of an addendum to the Tender Document published on website of Department & that of MSTC .

S. No.	Event Description	Estimated Date
Stage I – E-auction process for selection of Preferred Bidder		
1	Publication of Notice Inviting Tender in at least one English national newspaper and one local language newspaper and on the State Government & MSTC websites.	T'
2	Commencement of sale of Tender Document	T'
3	Last date for sale of Tender Document at 2400 Hrs (IST).	T'+15
4	Last date of receiving queries from Bidders	T'+20
5	Last date for responses to queries by the State Government	T'+30
6	Bid Due Date (Technical + initial price offer) by 1300 Hrs (IST)]	T'+35
7	Opening of the Technical Bids (Bidder may remain present)	T'+36
8	Start date for examination of the Technical Bids	T'+36
9	Last date of Announcement of Technically Qualified Bidders	T'+46
10	Training and mock-auctions for all the Technically Qualified Bidders on e-auction platform by the e-auction platform provider i.e MSTC	T'+48
11	Opening of initial price offer, of only Technically Qualified Bidders and intimation to Qualified Bidders of the respective mineral block	T'+49
12	Conduct of descending reverse online electronic auction and submission of Lowest Final Price Offer on the electronic auction platform	T'+52
13	Announcement of Preferred Bidder	T'+53= T0
14	Last date of submission of performance security by the Preferred Bidder	T0+15 = T1
15	Issuance of letter of intent for exploration licence by State Government	T1+15 = T2

S.No	Event Description	Estimated Date
Stage II – Process for Grant of Exploration Licence*		
1.	Compliance with conditions specified in Clause 10.3 by the Preferred Bidder to become Successful Bidder	up to (T2 +10 months)
2.	Issuance of order by State Government acknowledging Preferred Bidder as the Successful Bidder subject to compliance with all the terms and conditions of eligibility	up to (T2 +11 months)
3.	Exploration licence deed to be executed by State Government	up to (T2 +12 months) (last date for execution of exploration licence deeds)

Note:

- *The timeline shown above is based on calendar days.*
- *Due dates will be updated if any holidays are announced by government in the intervening period.*
- *In case the day of completion of any requirement is falling due on a public holiday, the day of completion shall be deemed to be due on the next successive working day.*

Explanation.- The expression “public holiday” includes Saturday, Sunday and any other day declared to be a public holiday by the Central Government or the State Government, as the case may be.

- *The State Government reserves the right to update/ change or modify any of the above dates.*

** In case the Bidder gets an extension from the State Government, the date will be deemed to be extended for the duration of such extension.*

12. Payments to the Successful Bidder

The holder of exploration licence shall receive such payments from the State Government as specified in and subject to the conditions stipulated in the Auction Rules, including, without limitation, rule 19I and/ or rule 19J of the Auction Rules.

13. General conditions regarding tender process

13.1. Submission of Technical Bid

13.1.1. The Technical Bid shall comprise of the following:

- (a) Bid letter in the format specified in Annexure I of **Schedule I** (*Format of bid letter*);
- (b) Bid Security by an Acceptable Bank in the form of a bank guarantee in the format specified in Annexure II of **Schedule I** (*Format of Bid Security*) or in the form of a security deposit, for an amount equal to (Amount in Figures) (Amount in Words) and shall be subject to Clause 14;
- (c) In case of Bidder being a company or a partnership firm, a power of attorney in the format specified in Annexure III of **Schedule I** (*Format of power of attorney*) authorising the signatory of the bid (the “**Authorised Signatory**”) to participate in the tender process and do all acts pursuant thereto on behalf of the Bidder, including usage of the digital signature on behalf of the Bidder. In case of Bidder being an individual or sole proprietorship, power of attorney would not be required if such individual/ sole proprietor personally signs;
- (d) Affidavit in the format specified in Annexure IV of **Schedule I** (*Format of affidavit*); and
- (e) In case of Bidder being a company or partnership firm,
 - (i) duly certified copy of the corporate authorisation, such as board resolution in case of a company, or
 - (ii) authority letter (signed by all the partners) in case of a partnership firmauthorising such company or partnership firm to participate in the tender process and submit a bid, and authorising the person signing the power of attorney on behalf of such company or partnership firm, provided that such document should pre-date the power of attorney stated in Clause 13.1.1(c).
- (f) Notarized copy of PAN Card of Company and PAN Card of authorized signatory.
- (g) Each and every document of technical bid (wherever necessary) must have the seal of company with signature of authorized signatory on it.
- (h) Net Worth document
- (i) No dues certificate, which shall not be older than 6 months, from the respective Mining Engineer / AME under whose jurisdiction the bidder holds or has held mineral concession or revenue collection contracts of the department or / an affidavit from authorized signatory citing that the bidder does not hold or has held mineral concession or revenue collection contracts of the department.
- (j) Memorandum of articles & certificate of incorporation if the bidder is a company & partnership deed & firm registration certificate if bidder is a firm.
- (k) In case if an applicant is a subsidiary of another company incorporated in India, then the holding company has to submit an undertaking stating that the applicant will continue to be subsidiary of holding company until such time, the applicant meets the minimum required net worth threshold.
- (l) The copy of GST receipt paid by bidder on purchase of tender document.

- (m) Details of all directors in case the bidder is a company or details of all partners in case the bidder is a firm.
- (n) Particulars of mineral concession mining lease, reconnaissance permit, composite license or prospecting license, exploration licence or letter of intent) held by the Bidder and its affiliates for the purpose of section 6 of the Act.

With regard to the formats set out in Annexures I, II, III and IV of **Schedule I**, Bidders may note that language in the angle brackets is indicative and for reference, and the same may be deleted along with the angle brackets upon insertion of the relevant information.

- 13.1.2. The Technical Bid shall be submitted on the electronic platform and the duly executed original physical copies must be hand delivered to the **Additional Director (Geology) HQ, Department of Mines and Geology** for this specific purpose in an envelope with “Technical Bid for **NAME OF THE BLOCK**” clearly written on it to the following address so that they are received on or prior to the Bid Due Date, failing which the Technical Bid shall be deemed to be not received.

**Additional Director (Geology) HQ
Department of Mines and Geology
Bidding Cell (Major) Hall,
Directorate, Department of Mines & Geology Shashtri Circle, Udaipur -313001**

13.2. **Language**

The Bid and all communications in relation to or concerning the Tender Document and the Bid are required to be in the English language.

13.3. **Documents and information**

The documents including this Tender Document and all attached documents, provided by the State Government are and shall remain or become the properties of the State Government and are transmitted to the Bidders solely for the purpose of preparation and the submission of a bid in accordance herewith. Bidders are required to treat all such information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bid. The provisions of this Clause shall also apply to bids and all other documents submitted by the Bidders in relation to the bid, and the State Government will not return to the Bidders any bid, document or any information provided along therewith.

13.4. **Overriding effect**

If there is a conflict between the exploration licence and this Tender Document, the exploration licence would have overriding effect.

13.5. **Cost of bidding**

The Bidders shall be responsible for all of the costs associated with the preparation of their bids and their participation in the tender process. The State Government will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the tender process.

13.6. Verification of information by the Bidders

13.6.1. It shall be deemed that by submitting a bid, the Bidder has:

- (a) made a complete and careful examination of the Tender Document and unconditionally and irrevocably accepted the terms thereof;
- (b) reviewed all relevant information provided by the State Government, as may be relevant to the bid;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Tender Document or furnished by or on behalf of the State Government relating to any of the matters related to the e-auction process.
- (d) satisfied itself about all matters regarding the e-auction process for submitting an informed bid, in accordance with this Tender Document and performance of all of its obligations;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Document or ignorance of any of the matters related to the e-auction process hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the State Government; and
- (f) agreed to be bound by the undertakings provided by it under and in terms hereof.

13.6.2. The State Government shall not be liable for any omission, mistake or error in respect of any of the information provided or on account of any matter or thing arising out of or concerning or relating to the Tender Document or the tender process, including any error or mistake therein or in any information or data given by the State Government.

13.7. Verification by the State Government and debarment

13.7.1. The State Government reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Document and the Bidder shall, when so required by the State Government, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the State Government shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the State Government thereunder.

13.7.2. The State Government reserves the right to reject any bid, and forfeit and appropriate the entire Bid Security or Performance Security, as may be applicable, if:

- (a) at any time, a misrepresentation is made or uncovered,
- (b) if the Bidder/ Preferred Bidder/ Successful Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice as specified in Clause 15 of this Tender Document;

- (c) the Bidder does not provide, within the time specified by the State Government, the supplemental information sought by the State Government for evaluation of the bid, or
- (d) any act or omission of the Bidder/ Preferred Bidder/ Successful Bidder results in violation of or non-compliance with the Act, the Rules thereunder, this Tender Document, or any other document referred therein or issued pursuant thereto or any Applicable Law relevant for the tender process, including, but not limited to:
 - (i) if the Bidder fails to furnish the Performance Security or extend the Bid Security or submit the fresh/ revised Bid Security as prescribed in this Tender Document;
 - (ii) failure to execute the exploration licence deed with the State Government within the timelines prescribed in the Auction Rules;
 - (iii) failure to furnish unconditional acceptance of the terms and conditions of letter of intent along with relevant authorization within the timeline prescribed in the letter of intent.
- (e) if the Bidder or its Affiliate(s) submits more than 1 (one) bid for the said Exploration Block.

Any rejection of a bid under this Clause 13.7.2 may lead to the Bidder being debarred by the State Government from participating in the future auction of blocks conducted by the State Government under the provisions of the Auction Rules for 3 (three) years from the date of such debarment.

13.7.3. In the aforementioned events, the State Government shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the State Government under the Tender Document, or otherwise, without any liability whatsoever.

13.8. [Amendment of Tender Document](#)

13.8.1. At any time prior to the Bid Due Date, the State Government may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, amend the Tender Document.

13.8.2. Any amendment issued hereunder will be in writing and shall be accessible to all the Bidders and shall be deemed to be part of the Tender Document.

13.8.3. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the State Government may, in its sole discretion, extend the Bid Due Date in accordance with Clause 13.9.

13.9. [Bid Due Date and extension](#)

13.9.1. Technical Bids should be uploaded, and the documents required to be submitted physically in original pursuant to Clause 13.1.2 must be received on or before the Bid Due Date. Technical Bids received by the State Government after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

13.9.2. The State Government may, in its sole discretion, extend the Bid Due Date by issuing an amendment that is made available to all Bidders.

13.10. [Modifications/ substitution/ withdrawal of bids](#)

The Bidder may modify, substitute or withdraw its Technical Bid after submission, prior to the Bid Due Date. No Technical Bid shall be modified, substituted or withdrawn by the Bidder after the scheduled closing time for Bid submission on the Bid Due Date, unless the same has been expressly sought by the State Government.

13.11. [Rejection of bids](#)

13.11.1. Notwithstanding anything contained in this Tender Document, the State Government reserves the right to reject any bid and/or to annul the tender process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

13.11.2. In case such cancellation is pursuant to non-compliance by the relevant Bidders *vis-à-vis* submissions of bid then the State Government reserves the right to appropriate the relevant Bid Security submitted by such non-compliant Bidders.

13.11.3. The State Government reserves the right not to proceed with the tender process at any time, without notice or liability, and to reject any bid without assigning any reasons.

13.11.4. Without prejudice to the generality of the foregoing, the State Government reserves the right to reject any bid on any criteria specified in this Tender Document, including without limitation, the following:

- (a) bids have not been submitted with all the information and details listed in this Tender Document.
- (b) bid is not conforming to the terms of Clause 8.2(b) of this Tender Document.
- (c) bids have been submitted without Bid Security or period of validity.
- (d) bids have otherwise not been submitted in accordance with the Tender Document.

13.12. [Validity of bids](#)

The initial price offer must be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. If the second round of e-auction is not conducted within a period of 180 (one hundred and eighty) days from the Bid Due Date, then the e-auction process will be annulled.

13.13. [Change affecting the Bidder](#)

Upon submission of the Technical Bid, any change affecting the Bidder regarding compliance with the eligibility conditions shall result in disqualification of the Bidder. Any change in any information submitted by the Bidder must be immediately communicated to the State Government.

13.14. [Minor deviations](#)

The State Government may permit minor deviations from the requirements of this Tender Documents. It is clarified that such minor deviation would not be permitted in matters related to eligibility and shall be permitted only with respect to procedural requirements. The decision of the State Government regarding what constitutes minor deviation shall be final and binding.

13.15. [Single Bid](#)

A Bidder shall submit only 1 (one) bid in an auction of an Exploration Block. No Affiliate of such Bidder shall submit a bid in the same auction where such Bidder has submitted a bid. In case a Bidder submits more than 1 (one) bid in an auction of an Exploration Block or an Affiliate of the Bidder submits a bid in same auction where such Bidder has submitted a bid, the bids submitted by the Bidder and its Affiliate shall be rejected leading to forfeiture of bid security of the bidder and its affiliate as the case may be.

For the purpose of this Tender Document:

- (a) “**Affiliate**” with respect to a Bidder shall mean a person who: (i) controls such Bidder, (ii) is controlled by such Bidder, (iii) is under common control with such Bidder, (iv) is an associate company of the Bidder, or (v) is a subsidiary company of such Bidder.
- (b) the terms “**associate company**”, “**control**” and “**subsidiary company**” shall have the same meanings as assigned to them in the Companies Act, 2013 (18 of 2013).

14. Bid Security

- 14.1. The Bidder shall furnish as part of its Technical Bid, a security (the “**Bid Security**”) in the form of a security deposit or a bank guarantee from an Acceptable Bank and payable at **Udaipur, Rajasthan** in favour of the State Government in substantially the same format as prescribed at **Annexure II** of **Schedule I** (*Format of Bid Security*), and having a validity period of not less than 300 (three hundred) days from the date of issuance of Notice Inviting Tender (i.e. the Bid Security shall be valid until **Date to be mentioned by Government**), exclusive of a claim period of at least 60 (sixty) days, and may be substituted with another bank guarantee of the same value issued in accordance with this Clause 14, which is valid for an extended period as may be mutually agreed between the State Government and the Bidder from time to time.
- 14.2. The Bid Security shall be for **(Amount in Figures) (Amount in Words)**
- 14.3. 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.
- 14.4. The Preferred Bidder’s Bid Security will be returned, without any interest, upon furnishing of the Performance Security in accordance with the provisions thereof and consequently the Preferred Bidder’s Bid Security shall remain valid until the time Performance Security is provided.
- 14.5. The State Government shall be entitled to forfeit and appropriate the Bid Security as damages, amongst others in any of the events specified in this Tender Document. The Bidder, by submitting its bid pursuant to this Tender Document, shall be deemed to have acknowledged and confirmed that the State Government will suffer loss and damage on account of withdrawal of its bid or for any other default by the Bidder during the period of bid validity as specified in this Tender Document. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 14.6. The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the State Government under the Tender Document and/ or otherwise, under, inter alia, the following conditions:
 - (a) If a Bidder submits a Technical Bid which is not conforming to this Tender Document, the Act or the Rules framed thereunder or submits an initial price offer which is more than the Ceiling Price;
 - (b) If a Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice as specified in Clause 15 of this Tender Document;
 - (c) If a Bidder withdraws its bid during the period of bid validity as specified in this Tender Document or as extended by mutual consent of the respective Bidder(s) and the State Government;
 - (d) If the Preferred Bidder fails to furnish the Performance Security or extend the Bid

Security or submit the fresh/ revised Bid Security as prescribed in this Tender Document.

- (e) In the case of all such Qualified Bidders who have submitted the lowest initial price offer i.e. the applicable Limiting Price, if the auction process is annulled due to non-submission of at least 1 (one) Final Price Offer on the electronic auction platform.
- (f) In case a Bidder submits more than one bid in an auction of a mineral block or an affiliate of a bidder submits bid in the same auction where such bidder has submitted bid.

15. Fraud and Corrupt Practices

- 15.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the tender process and subsequent to the grant of the exploration licence. Notwithstanding anything to the contrary contained herein, the State Government may reject a bid, and/ or withdraw/ terminate the exploration licence, as the case may be, without being liable in any manner whatsoever to the Bidder, Technically Qualified Bidder, Preferred Bidder, or the Successful Bidder, as the case may be, if the State Government determines that the Bidder, Technically Qualified Bidder, Preferred Bidder, or Successful Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice in the tender process. In such an event, the State Government shall be entitled to forfeit and appropriate the entire Bid Security or Performance Security, as the case may be as damages, without prejudice to any other right or remedy that may be available to the State Government under the Tender Document and/ or otherwise.
- 15.2. Without prejudice to the rights of the State Government under Clause 15.1 hereinabove and the rights and remedies which the State Government may have under the exploration licence or otherwise, if a Bidder, Preferred Bidder or Successful Bidder, as the case may be, is found by the State Government to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice during the tender process, or after the grant of the exploration licence, such Bidder, Preferred Bidder or Successful Bidder shall not be eligible to participate in any tender or tender document issued by the State Government during a period of 5 (five) years from the date such Bidder, Preferred Bidder or Successful Bidder, as the case may be, is found by the State Government to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practices, as the case may be.
- 15.3. For the purposes of this Tender Document, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**Corrupt Practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the tender process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the State Government who is or has been associated in any manner, directly or indirectly, with the tender process or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the State Government, shall be deemed to constitute influencing the actions of a person connected with the tender process); or (ii) save and except as permitted under this Tender Document, engaging in any manner whatsoever, whether during the tender process or after the grant of the exploration licence, as the case may be;
 - (b) “**Fraudulent Practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the tender process;

- (c) **“Coercive Practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the tender process;
- (d) **“Undesirable Practice”** means (i) establishing contact with any person connected with or employed or engaged by the State Government with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the tender process; (ii) having a conflict of interest; or (iii) violating of any Applicable Law; and
- (e) **“Restrictive Practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the tender process, and includes any anti-competitive agreement as defined under the Competition Act, 2002 (12 of 2003).

16. Auction for Mining Lease Pursuant to Exploration Licence

The manner and terms and conditions for auction of mining lease of a block identified consequent to the operations undertaken under the exploration licence granted pursuant to this Tender Document shall be as stipulated in the Auction Rules, including, without limitation, rule 19J of the Auction Rules.

17. Other Provisions

17.1. Governing law

The tender process shall be governed by, and construed in accordance with, the laws of India.

17.2. Right of State Government

17.2.1. The State Government, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) Suspend and/ or cancel the tender process and/ or amend and/ or supplement the tender process or modify the dates or other terms and conditions relating thereto;
- (b) Consult with any Bidder in order to receive clarification or further information;
- (c) retain any information and/ or evidence submitted to the State Government by, on behalf of, and/or in relation to any Bidder; and/ or
- (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

17.2.2. It shall be deemed that by submitting the bid, the Bidder agrees and releases the State Government, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the tender process and waives, to the fullest extent permitted by Applicable Law, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

17.3. Proprietary data

All documents and other information supplied by a Bidder to the State Government shall remain with the State Government.

17.4. Jurisdiction

In any event of dispute arising out of process of e-auction, the courts of **Udaipur in Rajasthan** shall only have the jurisdiction.

Schedule I: Format of Technical Bid

A. General instructions:

The Technical Bid comprises of the following documents:

- (a) Bid letter in the format specified in Annexure I (*Format of bid letter*);
- (b) Bid Security in form of a bank guarantee for an amount equal to (Amount in Figures) (Amount in Words) in the format specified in Annexure II (*Format of Bid Security*);
- (c) In case of Bidder being a company or a partnership firm, a power of attorney in the format specified in Annexure III (*Format of power of attorney*) authorising the signatory of the bid to participate in the tender process and do all acts pursuant thereto on behalf of the Bidder, including usage of the digital signature on behalf of the Bidder. In case of Bidder being an individual or sole proprietorship, power of attorney would not be required if such individual/ sole proprietor personally signs;
- (d) In case of Bidder being a company or partnership firm,
 - (i) duly certified copy of the corporate authorisation, such as board resolution in case of a company, or
 - (ii) authority letter (signed by all the partners) in case of a partnership firm authorising such company or partnership firm to participate in the tender process and submit a bid, and authorising the person signing the power of attorney on behalf of such company or partnership firm, provided that such document should pre-date the power of attorney stated above in (c);
- (e) Affidavit in the format specified in Annexure IV (*Format of affidavit*); and
- (f) The power of attorney stated in (c) above should pre-date the bid letter and affidavit and other documents submitted as part of the Technical Bid;
- (g) Notarized copy of PAN Card of Company and PAN Card of authorized signatory.
- (h) Each and every document of technical bid (wherever necessary) must have the seal of company with signature of authorized signatory on it.
- (i) Net Worth document
- (j) No dues certificate, which shall not be older than 6 months, from the respective Mining Engineer / AME under whose jurisdiction the bidder holds or has held mineral concession or revenue collection contracts of the department or / an affidavit from authorized signatory citing that the bidder does not hold or has held mineral concession or revenue collection contracts of the department.
- (k) Memorandum of articles & certificate of incorporation if the bidder is a company & partnership deed & firm registration certificate if bidder is a firm.
- (l) In case if an applicant is a subsidiary of another company incorporated in India, then the holding company has to submit an undertaking stating that the applicant will continue to be subsidiary of holding company until such time, the applicant meets the minimum required net worth threshold.
- (m) The copy of GST receipt paid by bidder on purchase of tender document.

- (n) Details of all directors in case the bidder is a company or details of all partners in case the bidder is a firm.
- (o) Particulars of mineral concession mining lease, reconnaissance permit, composite license or prospecting license, exploration licence or letter of intent) held by the Bidder and its affiliates for the purpose of section 6 of the Act.

All the aforementioned documents are required to be uploaded on the electronic auction platform and the original physical copy must be despatched in accordance with Clause 13.1.2 so that they are received on or prior to the Bid Due Date, failing which the Technical Bid shall be deemed to be not received.

Specific instructions for submission of each of the aforementioned documents are provide below in each part.

B. Instructions for submission of the Bid Letter

- (a) The bid letter must be printed on the letterhead of the Bidder, if the Bidder is a company, partnership firm or other association of individuals. In case the Bidder is an individual/ sole proprietorship, it may be printed on plain paper.
- (b) The bid letter must be signed on each page for and on behalf of the Bidder by the Authorised Signatory of the Bidder on each page, in case the Bidder is a company/ partnership firm. In case the Bidder is an individual/ sole proprietorship, the Bidder must personally sign each page of the bid letter.
- (c) It is recommended that the Bidder may authorise 1 (one) person to deal with all matters related to bid. However, if the Bidder has authorised more than 1 (one) person, then the corporate authorisation of all such persons should be enclosed. If the Bidder has authorised a person other than the Authorised Signatory for usage of the digital signature on behalf of the Bidder, then the duly certified copy of the corporate authorisation such as board resolution in case of a company or authority letter (signed by all the partners) in case of a partnership firm in respect of such other person should be enclosed. Any change in such corporate authorisation must be immediately intimated to the State Government.
- (d) Documents to evidence compliance with the eligibility conditions must be enclosed with the bid letter, duly certified by the Authorised Signatory. Such documents must include:
 - (i) Certificate of registration/ incorporation of the Bidder which is a company, sole proprietorship, or partnership firm, and copy of passport(s) of the individual, sole proprietor or partners, as the case may be, in case Bidder is an individual, sole proprietor or partnership firm. In case an individual, sole proprietor or partner(s) of a partnership firm does not have a passport, they may submit an affidavit stating that they do not hold a passport and they are a citizen of India. Such individual, sole proprietor or partner(s) of a partnership may submit a copy of any Government of India issued photo ID and address proof.

- (ii) In case the Bidder is a partnership firm or association of individuals, the constituent documents along with particulars of all the members of the partnership firm or association of individuals. Each member of the partnership firm or association of individuals would be required to comply with the requirements prescribed in the Tender Documents with respect to submission of documents.
- (iii) Net worth certificate issued by:
 - A. In case of a company, statutory auditors of the Bidder (certificate should clearly mention that it has been issued by the statutory auditor of the company and the net worth stated therein is the sum of the paid up share capital and the free reserves, in terms of Explanation No 2 and/ or No. 3 to the Schedule I of Auction Rules. In case the net worth of the Bidder's holding company is considered, the shareholding pattern establishing the relationship between such holding company and the Bidder shall be as of the last day of the financial year considered in terms of Explanation No. 2 and/ or No. 3 to the Schedule I of Auction Rules);
 - B. In case of a partnership firm, certificate should clearly mention that it has been issued by the chartered accountant, and the net worth stated therein is as per the partners' capital account, and is equivalent to the sum of the paid up share capital and the free reserves of a company, in terms of Explanation No 2 to the Schedule I of Auction Rules);
 - C. In case of an individual or sole proprietorship, certificate issued by a chartered accountant regarding the total amount as closing cash balance including un-encumbered immovable property, derived as per Clauses 5(b) and 5(c) of the Tender Document. The certificate shall have a list of all immovable property owned by the said individual/sole proprietorship along with its valuation (which shall have to be certified by the chartered accountant), and an undertaking from the individual/ sole proprietorship on a stamp paper (as a part of affidavit) of adequate value stating, *inter alia*, that the immovable property is un-encumbered and free from all charges (including, not limited to, lien, mortgage, and pledge), and that the said individual/ sole proprietorship is the owner of the immovable property.
 - D. Further, for the computation of the Bidder's net worth, if an individual includes the properties owned by their sole proprietorship, or a sole proprietorship of such individual includes the properties owned by the individual, then either of the following shall be submitted, as applicable:
 - I. A certificate from the bank in which such sole proprietorship has a current account certifying that the individual is the proprietor of the sole proprietorship; or

II. GST registration certificate clearly showing the details of the sole proprietorship.

- (iv) Particulars of exploration licences held by the Bidder and/ or its affiliates for the purpose of Section 6 as applicable.
- (v) Shareholding pattern including name of the promoter(s)/ owner(s) as on March 31 of the relevant financial year and the latest financial year, certified by the statutory auditor/ Company Secretary.

C. Instructions for submission of the Bid Security

- (a) The Bid Security must be in form of a bank guarantee for an amount equal to INR (Amount in Figures) (Amount in Words).
- (b) The Bid Security may be issued at any place in India by an Acceptable Bank (Scheduled Bank as listed in the Second Schedule of the Reserve Bank of India Act, 1934, excluding those listed under the headings of Gramin Banks, Urban Co-operative Banks and State Co-operative Banks) and must be payable at Udaipur, Rajasthan.
- (c) The Bid Security must have a validity period of not less than 300 (three hundred) days from the date of issuance of Notice Inviting Tender (i.e. the Bid Security shall be valid until Date to be mentioned by Government, exclusive of a claim period of at least 60 (sixty) days.
- (d) The Bid Security must be given on a stamp paper of worth 0.25% of the BG amount or upto maximum of Rs. 25,000/- or as prescribed under the relevant rules.

D. Instructions for submission of the Power of Attorney

- (a) The power of attorney must be issued in India in accordance with Applicable Law and it must be issued in accordance with the constitutional documents of the Bidder after obtaining all corporate approvals as may be required. In case of a company, the extract of constitutional documents and certified copies of the corporate authorisations, such as board resolution, must be enclosed with the power of attorney.
- (b) The power of attorney must be issued under the common seal, if any.
- (c) The power of attorney must be stamped in accordance with Applicable Law and notarised.
- (d) The power of attorney must be issued in the name of a person who is in full time employment of the Bidder.

E. Instructions for submission of the Affidavit

- (a) The affidavit must be executed in India in accordance with Applicable Law and it must be issued in accordance with the constitutional documents of the Bidder after obtaining all corporate approvals as may be required.
- (b) The affidavit must be stamped in accordance with Applicable Law and notarised.
- (c) The affidavit must be signed by a person who is in full time employment of the Bidder and duly authorised to sign the same.

Annexure I: Format of Bid Letter

Bid Letter

..... <date>

To,
Financial Advisor,
Chairman, Transaction Advisory Committee
Directorate, Department of Mines and Geology,
Shastri Circle, Udaipur (Rajasthan)

Sub: Bid letter for NAME OF THE BLOCK (Insert Name of Bidder and MSTC Registration number of Bidder)

Ref: Tender document dated NIT Date ("Tender Document")

Dear Sir,

..... <I/ We> having examined the Tender Document and understood their contents, hereby submit <my/ our> Technical Bid. Capitalised expressions used in this letter have the same meaning as ascribed thereto in the Tender Document.

1. The Technical Bid is unconditional and unqualified.
2. <I/ We> have reviewed the terms of the Tender Document and hereby unconditionally and irrevocably accept, agree and acknowledge the terms thereof.
3. <I/ We> acknowledge that the State Government will be relying on the information provided in the Technical Bid and the documents accompanying the Technical Bid for selection of the Preferred Bidder and subsequent selection of the Successful Bidder, and <I/ We> certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Technical Bid are true copies of their respective originals.
4. This statement is made for the express purpose of <my/ our> participation in the tender process and possible selection as Successful Bidder.
5. <I/ We/ Our members/ partners> hereby confirm that <I/ we/ our members/ partners> satisfy all the eligibility conditions prescribed in the Tender Document. Specific confirmations with respect to <my/ our> compliance with the eligibility conditions are provided below:
 - (a) <insert separate paragraphs for compliance with each of the eligibility conditions of the Tender Document, with specific reference to enclosed documents as mentioned in the instructions>
 - (b) <We shall continue to be a subsidiary of _____ <name of holding company> whose net worth has been considered for meeting the terms and conditions of eligibility until such time we meet the aforementioned net worth threshold.>

6. <For the purposes of Section 6 _____ <I/ we/ our members/ partners>/ _____ <my/ our> affiliates do not hold any exploration licence in the **State of Rajasthan**.

OR

For the purposes of Section 6 _____ <I/ We/ Our members/ partners>/ _____ <my/ our> affiliates hold the following exploration licences in the **State of Rajasthan**..:

Details of Exploration Licences / Letters of Intent for exploration licences				
Sr. No.	Exploration Block Name	District	Mineral Name	Area (in Hectares)
1.				
2.				

(**Note:** (i) Bidders are to provide details of the exploration licence held by the Bidder and/ or its affiliates including any letter of intent issued; (ii) Insert additional rows if needed.)>

7. <_____ <I/ we/ our members/ partners>/ _____ <my/ our> affiliates are not simultaneously participating in any other auction of exploration licence(s) which may result in grant of exploration licence(s) in the **State of Rajasthan**.

OR

_____ <I/ we/ our members/ partners>/ _____ <my/ our> affiliates are simultaneously participating in following auction(s) of exploration licence(s) which may result in grant of a exploration licence(s) in the **State of Rajasthan**..:

(**Note:** Provide details of the exploration licences which may be granted if the Bidder/ members/ partners is successful in another auction.)>

8. <I/ We> hereby acknowledge that if <I/ We> submit or produce any document and it is discovered subsequently that such document was false or incorrect then <I/ We> shall be liable under the Applicable Law for the time being in force.
9. <I/ We> shall make available to the State Government any additional information it may find necessary or require to supplement or to authenticate the Technical Bid.
10. <I/ We> acknowledge the right of the State Government to reject <my/ our> Technical Bid and/or the Final Price Offer without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Law, <my/ our> right to challenge the same on any account whatsoever.
11. <I/ We> declare that:

- (a) <I/ We> have examined and understood the Act, all Rules framed thereunder, the Tender Document and all documents referred therein including the Information Memorandum;
 - (b) <I/ We> have examined and have no reservations to the Tender Document, including any addendum issued by the State Government;
 - (c) <I/ We> have not directly or indirectly or through an agent engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice, as defined in the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with the State Government or any other public sector enterprise or any government, central or state; and
 - (d) <I/ We> hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 15 of the Tender Document, no person acting for <me/ us> or on <my/ our> behalf has engaged or will engage in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice.
 - (e) <I/ We> have not been convicted of illegal mining.
 - (f) No mining dues or outstanding payments are pending with the State Government for a period more than 60 (sixty) days after the due date.
 - (g) There is no pending or threatened litigation or legal or quasi-legal proceedings against <me/ us> which may impact <my/ our> ability to perform <my/ our> obligations under the Tender Document, the letter of intent, the exploration licence deed, the Act and/ or the Auction Rules.
 - (h) <I/ We> unconditionally and irrevocably accept and agree that <I/ We> shall be bound by the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal of any Applicable Law (including the Act and Rules) occurring at any time including prior to or after the Bid Due Date.
12. <I/ We> understand that you may cancel the tender process at any time and that you are neither bound to accept any bid that you may receive nor to invite the Bidders to bid, without incurring any liability to the Bidders, in accordance with the Tender Document.
13. <I/ We> hereby irrevocably waive any right or remedy which <I/ We> may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the State Government in connection with the selection of the Preferred Bidder, or in connection with the tender process itself, in respect of the Tender Document and the terms and implementation thereof.
14. In the event of <my/ our> being declared as the Preferred Bidder, <I/ We> agree to provide such security as required therein.

15. <I/ We> have ensured compliance with the Tender Document and to the best of my/our knowledge this bid is conforming to the terms thereof.
16. <I/ We> agree and understand that the Bid is subject to the provisions of the Tender Document. In no case, shall <I/ We> have any claim or right of whatsoever nature if the exploration licence is not awarded to <me/ us> or <my/ our> bid is not opened or rejected.
17. The initial price offer has been and the Final Price Offer shall be quoted by <me/ us> me/us after taking into consideration all the terms and conditions stated in the Tender Document, <my/ our> own estimates of costs and feasibility and after a careful assessment of the geological and other information, the Information Memorandum and the proposed exploration licence and all the conditions that may affect the operations, and is and shall be greater than 0% (zero percent).
18. <I/ We> shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the Tender Document.
19. <I/ We> have submitted only 1 (one) Bid for the Exploration Block in accordance with the terms of the Tender Document. No Affiliate(s) of <mine/ ours> has submitted a bid for said Exploration Block. <I/ We> agree and understand that, in case any Affiliate(s) of <mine/ ours> also submits a bid for said Exploration Block, the Bids submitted by <me/ us> and <my/ our> Affiliate(s) will be rejected leading to forfeiture of <mine/ ours> bid security as the case may be.

In witness thereof, <I/ we> submit this bid letter forming part of <my/ our> Technical Bid under and in accordance with the terms of the Tender Document.

Yours faithfully,

For and on behalf of <name of the Bidder>

..... <signature of the Authorised Signatory>

..... <name of the Authorised Signatory>

..... <designation of the Authorised Signatory>

Date: <date>

Place: <location>

Mobile No.:

Email id:

Enclosed:

- (a) <List and description of documents enclosed>

(Note: Bidders may note that language in the angle brackets is indicative and for reference, and the same may be deleted along with the angle brackets upon insertion of the relevant information)

Annexure II: Format of Bid Security

The Bid Security must be given on a stamp paper of worth 0.25% of the BG amount or upto maximum of Rs. 25,000/- or as prescribed under the relevant rules

Bank Guarantee

..... <Bank Guarantee No.>
<date>

.....

To,
Director,
Directorate, Department of Mines and Geology,
Govt. of Rajasthan
Shastri Circle, Udaipur

1. In consideration of you, being the State Government of Rajasthan (“**State Government**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive, pursuant to the provisions of the Tender Document dated [insert date in Month DD, YYYY format], the bid of <name of the Bidder>, <a company registered under the Companies Act, _____ <1956/ 2013> and having its registered office at _____ <address> OR _____ <an individual/ sole proprietorship> who is citizen of India, having income tax permanent account number _____ <number>, residing at _____ <address> OR <_____, a _____ <partnership firm/ association of individuals>, all of whom are Indian citizens and resident in India> (“**Bidder**”), for the e-auction pursuant to the Tender Document for the [insert name of Exploration Block] (“**Exploration Block**”) dated [insert date in Month DD, YYYY format] (“**Tender Document**”), we <name of Bank> having our registered office at <address of registered office> and one of its branches located at [insert name of city], [insert name of state] <address of local branch office> (“**Bank**”), at the request of the Bidder, do hereby in terms of the Tender Document, irrevocably, unconditionally and without reservations guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Document by the Bidder and unconditionally and irrevocably undertake to pay forthwith to the State Government an amount of INR [insert figure in numerals] (Rupees [insert figure in words])¹ (“**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the Tender Document.
2. Any such written demand made by the State Government stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Document shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the

State Government is disputed by the Bidder or not, merely on the first demand from the State Government stating that the amount claimed is due to the State Government by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Tender Document. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR [insert figure in numerals] (Rupees [insert figure in words])².

4. This Guarantee shall be irrevocable and remain in full force for a period of not less than 300 (three hundred) days from the date of issuance of Notice Inviting Tender (i.e. the Bid Security shall be valid until [insert date in Month DD, YYYY format]) exclusive of a claim period of at least 60 (sixty) days or for such extended period as may be mutually agreed between the State Government and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
 5. We, the Bank, further agree that the State Government shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Document including, amongst others, the failure of the Bidder to keep its bid open during the bid validity period set forth in the Tender Document, and the decision of the State Government that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the State Government and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
 6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
 7. In order to give full effect to this Guarantee, the State Government shall be entitled to treat the Bank as the principal debtor. The State Government shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the Tender Document or to extend time for fulfilment and compliance with all or any of the terms and conditions contained in the Tender Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the Tender Document or the securities available to the State Government, and the Bank shall not be released from its liability under these presents by any exercise by the State Government of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the State Government or any indulgence by the State Government to the said Bidder or by any change in the constitution of the State Government or its absorption, merger or amalgamation with any other person or governmental department or instrumentality, but for this provision, have the effect of releasing the Bank from its such liability.
 8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the
-

address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to <name of Bank and local branch address> at Udaipur, Rajasthan and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the State Government to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the State Government may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the State Government in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. Notwithstanding anything contained herein,
 - (a) the liability of the Bank under this Guarantee shall not exceed the Guarantee amount i.e. INR [insert figure in numerals] (Rupees [insert figure in words])³.
 - (b) This Guarantee shall be valid up to [insert date in Month DD, YYYY format].
 - (c) This Guarantee shall be payable at Udaipur, Rajasthan, <local branch address>
 - (d) This Guarantee may be verified by contacting the bank at:

Address of the Bank <bank address>
Name of the Contact Person <contact person>
Phone No: <phone no. of contact person>
Official Email ID: <official email ID of the Bank>

Signed and delivered by <name of Bank>

(Note: Bidders may note that language in the angle brackets is indicative and for reference, and the same may be deleted along with the angle brackets upon insertion of the relevant information)

Annexure III: Format of Power of Attorney

[Adequate stamp duty to be paid by the Bidder with respect to this document.]

Power of Attorney for signing of Bid

Know all men by these presents, <I/ we>, <name of the Bidder> do hereby irrevocably constitute, nominate, appoint and authorise <name>, <son/ daughter/ wife> of <name of father/husband> and presently residing at <address>, who is presently employed with me/us and holding the position of <designation>, as <my/ our> true and lawful attorney (“**Attorney**”) to do in <my/ our> name and on <my/ our> behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of <my/ our> bid for the [insert name of Exploration Block] (“**Exploration Block**”) in response to the Tender Document, dated [insert date in Month DD, YYYY format] issued by State Government of Rajasthan (“**State Government**”) including but not limited to signing and submission of all applications, affidavits, bids and other documents and writings, participate in Bidders’ and other conferences and providing information/ responses to the State Government, representing <me/ us> in all matters before the State Government, and generally dealing with the State Government in all matters in connection with or relating to or arising out of <my/ our> bid for the Exploration Block and/ or upon award thereof to <me/ us> and/ or till grant of exploration licence.

AND <I/ we> hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by <my/ our> Attorney pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by <my/ our> said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by <me/ us>.

In witness whereof <I/ we>, <name of Bidder>, the above-named principal have executed this power of attorney on this <day> day of <month>, <year>

For <name of Bidder>

(Signature, name, designation and address)

(Note: Affix common seal in case Bidder is a company)

Witnesses:

(1) <name>

(2) <name>

..... <particulars of notarisation>

Accepted

..... <particulars of authorized signatory>

(Note: Bidders may note that language in the angle brackets is indicative and for reference, and the same may be deleted along with the angle brackets upon insertion of the relevant information)

Annexure IV: Format of Affidavit

(Note: To be duly executed and adequate stamp duty to be paid by the Bidder with respect to this document.)

Affidavit

I, <name> aged <age> years, resident of <address> working as <designation>, an Authorised Signatory on behalf of <name of Bidder> (“Bidder”) hereby state as under:

1. I am the <designation of deponent> of the Bidder. I am conversant with the facts and circumstances surrounding the subject of this affidavit <and have been authorised to depose to the same pursuant to the power of attorney dated <date in Month DD, YYYY format> issued pursuant to <particulars of corporate approval> . I am filing this affidavit to place on record verification of facts and documents in connection with the tender process concerning “Insert name of Exploration Block”.
2. <insert separate paragraphs for each information/ document brought on record on the website of the e-auction platform or physically submitted with the State Government, in a chronological sequence>.
3. <insert separate paragraphs for particulars of exploration licences held by the Bidder or for which the Bidder would be participating in auction process being conducted simultaneously>.
4. <in case of an individual, sole proprietorship, association of individuals, or a partnership firm, insert a separate paragraph to the effect that such individual/s or sole proprietor or each of the partners, as the case may be, is a citizen of India>
5. <in case of an individual or a sole proprietorship, insert a separate paragraph to the effect that the immovable property included for calculation of net worth is unencumbered and free from all charges (including, but not limited to, lien, mortgage, and pledge), and that the individual/ sole proprietorship is the owner of the said immovable property>
20. 6. <I/ we> have submitted only 1 (one) bid for the Exploration Block in accordance with the terms of the Tender Document. No Affiliate(s) of <mine/ ours> has submitted a bid for said Exploration Block. <I/ We> agree and understand that, in case any Affiliate(s) of <mine/ ours> also submits a bid for said Exploration Block, the bids submitted by <me/ us> and <my/ our> Affiliate(s) will be rejected leading to forfeiture <mine/ ours> bid security as the case may be.
7. That nothing has been concealed in the information submitted as mentioned above.

Solemnly affirmed and verified on this <day> day of <month>, <year> at <location>.

..... <signature of deponent>
..... <name of deponent>,
..... <designation of deponent>
..... <address of deponent>

VERIFICATION

I, <name>, <_____ <designation of the deponent>> the Bidder above named>, having <my/ our> office at <address>, do hereby solemnly declare that what is stated above is on the basis of the books and records of the Bidder, and verify that the contents of the above affidavit are true and correct, no part of it is false and nothing material has been concealed therefrom.

Verified at <day> day of <month>, <year> at <location>.

..... <particulars of notarisation>

..... <signature of deponent>
..... <name of deponent>,
..... <designation of deponent>
..... <address of deponent>

(**Note:** Bidders may note that language in the angle brackets is indicative and for reference, and the same may be deleted along with the angle brackets upon insertion of the relevant information)

Schedule II: Format for seeking clarification regarding Tender Document

S. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested Text for Amendment, if any	Rationale for Clarification or Amendment

The above data is to be provided in *.doc*, *.docx*, *.xls*, *.xlsx* format only.

Schedule III: Technical details regarding online electronic auction

Schedule III: Technical Details Regarding Online Electronic Auction

1. Registration Methodology:

In order to submit online bids in the e-bidding process for Exploration License, a Bidder needs to register itself with the e-auction website of MSTC Limited, A Government of India Enterprise. For this the Bidder should visit the website at <https://www.mstcecommerce.com/auctionhome/mlcln/index.jsp> and click on the button “Registration”. Bidders already registered with the said website need not register again.

On the next page, the ‘General Terms and Conditions’ will be shown with two options – Register as Buyer and Register as Seller. The Bidder shall have to click on the link Register as ‘Buyer’ to proceed.

On the next page, bidder will be displayed the ‘Buyer Terms and Conditions’ pages. Bidder has to ‘Agree’ to the terms and conditions and a page will open to input the e-mail and mobile number will open. The e-mail and mobile will be verified by one time password (OTP).

After verification via OTP, an online ‘Buyer Registration Form’ will appear on screen and the Bidder has to fill up the same with correct information. During this process, the Bidder shall create his user id and password and keep note of the same. The Bidder shall ensure that the secrecy of his user id and password is maintained at all time and he/she shall alone be responsible for any misuse of the user id and password.

While filling the form, the buyer/bidder has to enter the correct details such as company name, GSTIN and address as mentioned on GST certificate or which is available with the GST portal. The above details will be verified with the data available with GST portal. Only when the correct details as required above have been mentioned, the bidder shall be able to ‘Preview’ the entered details before ‘Submission’.

The Bidder may check the details entered from the ‘Preview’ page before final submission. On successful submission of the online registration form, the Bidder shall receive a confirmation mail in the registered email address advising the Bidder to remit the registration fee via ‘e-payment’ link. The e-payment link shall be accessible to the bidder when he logs-into the portal via the ‘User ID’ and ‘Password’ created by him during registration.

The fee has to be paid via ‘NEFT/RTGS’ or ‘Online-pay’ options under e-payment link.

A non-refundable registration fee of INR 10,000/- plus applicable taxes is to be paid online.

Note:

1. The activation of registration via fee received from NEFT/RTGS is subject to realization of funds by the bank.
2. GSTIN is mandatory for completing the registration.
3. The Class **III** Signing and Encryption Combo DSC of the bidder shall be mapped during first login after the fee payment. Bidder will need to synchronize their Class III Signing and Encryption Combo Digital Signing Certificate (DSC) during first login.

To update the Class III Signing and Encryption Combo DSC, bidders may login to their dashboard using old DSC and delete it using link “Delete DSC” provided in their login and map their login with new Class III Signing and Encryption Combo DSC. For any other queries related to Exploration Block, the bidder can send mail to

mlclmstc@mstcindia.in

Or contact the respective MSTC Office assigned to him. (office/region is mentioned in the activation mail sent to bidders on receipt of the registration fee).

It may be noted that Bidders need not visit any of the offices of MSTC Limited for submission of the documents related to registration. However, the Bidders may contact any office of MSTC Limited for seeking assistance on the login process, details of which are available on MSTC website www.mstcindia.co.in.

Bidder may contact MSTC’s help desk number "07969066600” for assistance in any technical or system related issues.

MSTC Limited reserves the right to call for additional documents from the bidder if needed and the Bidder shall be obliged to submit the same.

On completion of the above stated registration process, a bidder shall be able to login to MSTC’s website.

For detailed guidelines bidders may refer to bidders guide available on MSTC portal:

<https://www.mstcecommerce.com/auctionhome/Layouts/biddersguidemlcl.html>

2. Downloading information of exploration block

There are two sets of documents available for downloading from the website of e-auction platform provider.

First set of documents will be available free of cost in public domain and can be downloaded without registration on e-auction platform provider’s website. These

documents may include the following:

- (a) Blank format of customized model tender document for this particular e-auction process; and
- (b) Exploration block summary

The above information is being made available to all potential Bidders in order to assist them in familiarizing about the tender process and the Exploration block on e-auction.

Subsequent to Bidder registration process with MSTC, certain other detailed documents (Particular Tender Document of the Exploration block including Information Memorandum containing geological report and other information) shall be made available for download to the Bidder only subsequent to payment of a tender fee.

The Tender Document shall be sold in online mode only through website of MSTC. Bidders shall login with its user id and password. Bidder shall have the facility to make payment towards the cost of tender document through RTGS/NEFT or Net Banking provided under the login of the Bidder. The Bidder after login shall click on the link for e-payment and then select the event number from the drop down menu for which it intends to make the payment. The bidder should enter the appropriate amount towards cost of the paid document and select either RTGS/NEFT or Net Banking and click on submit. The bidder should fill an online RTGS application form and take a printout of the same before proceeding to transfer the fund to the beneficiary account. In case the Bidder has an online banking facility, it can make this payment online as well. For any support regarding bid process, please contact:

S No	MSTC Office Name	MSTC Office Code	Contact Person	Email	Phone No.
1	MSTC Rajasthan Regional Office	MSTC RRO	Vikas Agrawal	jpropn2@mstcindia.in	9004311440
2	MSTC Rajasthan Regional Office	MSTC RRO	Pankaj Kumar Chhipa	jpropn1@mstcindia.in	8802813737

Once MSTC receives the payment in the designated account, it shall activate the link for downloading of the paid documents for the respective Exploration Block(s). And subsequently bidders shall be able to download the tender document through the link “Download Paid Document” provided in their login dashboard. May please note that buyers in their own interest are advised to make payment at least one day before the due date in order to avoid any last minute hassle.

The Bidder may note that the files containing information about the Exploration

blocks can be in various formats like doc, xls, ppt, pdf, jpg, jpeg, zip, rar etc. and it shall be the responsibility of the Bidder to have suitable facilities at its end to download these documents from the website of MSTC.

3. Preparation and Submission of Bid

The complete process of bid submission will be divided into 2 stages as follows:

a. Stage 1: Technical Bid

This stage will comprise (i) online submission of the Technical Bid and the initial price offer; and (ii) offline submission of certain original documents as detailed below.

(i) Online submission of Technical Bid and initial price offer with supporting documents

This stage shall be open to all Bidders who have purchased the Tender Document(s) for the specific Exploration block(s).

In this process, the Bidder, after logging in to the above stated website, will have to click on the link “click for Auction”. In the next page, the Bidder shall have to go to the link “Stage 1 Technical cum IPO Submission”. Thereafter, the bidder will have a bouquet under “My Menu” having 3 (three) sub-menus – “Bid Floor Manager”, “Upload Documents” and “Attach Documents” in support of its Technical Bid.

Bid Floor Manager

Once the Bidder clicks on this sub-menu and then clicks on the menu “Live Auctions” on the next page, it will display a list of mine(s) for which the bidder has paid the tender document fees. On clicking on any of these mine(s), the Bidder will be directed to a screen where it can fill up the technical bid template and save the data. The Bidder can edit such data as many times as it wishes.

After saving the Technical Bid, the link / button for Initial Price Offer shall get activated. The Bidder, on clicking this button, will be directed to a screen having a template where it can fill up its Initial Price Offer and click on the Final Submission button. However, the bidder cannot save the Initial Price Offer/click on ‘Final Submission’ without attaching the uploaded document. The final submission button will appear when atleast one document has been attached by the Bidder.

The bidder after entering the Initial Price offer and clicking on 'Final Submission' will be displayed the list of documents attached against the tender

event. Clicking on 'OK' will proceed to save the Initial Price Offer followed by final submission. The final submission shall be digitally signed by the Bidder using its registered digital signature. Any digital signature certificate other than the registered one shall not be acceptable for bid submission by the system.

The Bidder may note that the "Initial Price Offer" button will be activated only after the Technical Bid has been saved.

Upload Documents

The Bidder shall also have to upload the supporting documents along with the Technical Bid, as required under the Tender Document. These supporting documents will need to be uploaded in pdf format only (the file size should be limited to 4 MB; in case of larger files, they may be split into multiple files with suitable nomenclature). Files in formats other than pdf shall not be accepted. For this, the bidder shall first click on the link "Upload documents" and upload the files in support of its Technical Bid. After uploading of the supporting documents, a pop-up message will be displayed by the system stating, "Please attach documents to respective events".

Attach Documents

After uploading these documents, the Bidder shall have to attach them with the specific tender for the concerned mine for which it is intending to submit the Technical Bid. It may be noted by the Bidder that in case it intends to use the same supporting document for more than one mine, it does not need to upload the same document every time. The supporting document, once uploaded, can be attached with Technical Bid for multiple Exploration block(s), if desired.

Under attach documents link, bidder will select the tender event for which he intends to attach the document for. Once selected, he will then click on 'Attach' against the uploaded document in the list and the status of the same will change to 'Detach'. This means the document has been successfully 'attached' against the tender event.

The Bidder should note that only a file which is "attached" with a specific mine(s) shall be considered during evaluation of the Technical Bid. Files which are not attached to any mine(s) shall not be considered for evaluation.

The Bidder should also note that a Bid will be considered as submitted if and only if the Bidder has submitted the Initial Price Offer. Only such Bids will be opened for which Initial Price Offer has been submitted. It is further clarified that saving of Technical Bid without saving of the Initial Price Offer will be treated as non-submission of bid.

Upon successful submission of Initial Price Offer, the Bidder shall receive a bid acknowledgement from the system automatically.

The Bidders may note that the Technical Bid and the Initial Price Offer submitted online as above will be encrypted by the MSTC's own software before storage in the database. This will be done to protect the sanctity and confidentiality of the Bids before the actual opening of the same.

The Bidder has an option to edit Technical Bid and initial price offer as many times as it wishes till the final submission.

Modification / Withdrawal of Bid

If after submission of Initial Price Offer and before the scheduled closing time for Bid submission a Bidder wishes to make changes in its Bid, it can do so by clicking the "Delete Bid" option. By doing so, the entire Bid submitted by the Bidder will get deleted. A system generated email will be sent to the Bidder acknowledging the deletion. The Bidder will be able to save and submit its new Bid again. If a Bidder deletes its Bid and does not submit its new Bid in the same manner as stated above, its Bid will not come up for opening or further processing.

If after final submission of Bid and before the scheduled closing time for Bid submission a Bidder wishes to withdraw its bid, it can do so by clicking the "Withdraw Bid" option. By withdrawing a bid, a Bidder will lose the opportunity to re-submit its Bid against the same mine(s).

(ii) Offline submission of certain original documents

The Bidders shall submit the Technical Bid and Initial Price Offer in original in sealed cover within the scheduled closing time for bid on the Bid Due Date. The sealed cover should clearly bear the following identification: Original Documents (Technical Bid) for Exploration Block [Name of Block] and shall indicate the name and address of the Bidder. In addition, the documents shall contain page numbers: Page [●] of [●]

Deadline for online submission of (i) Technical Bid and the initial price offer with supporting documents; and (ii) offline submission of certain original documents

The Bidders shall also note that online submission of ***Technical Bid and the initial price offer*** with supporting documents and offline submission of certain original documents shall be allowed only up to time and date as per Bid Due Date specified in respective clause of tender document. Bidders in their own interest are advised to complete the entire process well in advance to avoid any last minute hiccup / technical problems. No complaints shall be entertained in this regard at any stage.

(iii) Evaluation of Technical Bid

a. Evaluation of Technical Bid

Technical Bids shall be evaluated in the manner provided in the Tender Document. The e-auction platform provider may conduct training and mock-auctions for all the Technically Qualified Bidders on e-auction platform.

b. Opening of Initial Price Offer

Initial price offer shall be opened [One] day before the scheduled date of e-auction of the respective Exploration block.

For example, initial price offers for Exploration block(s) scheduled for e-auction on 03.01.20xx will be opened on 01.01.20xx. All Technically Qualified Bidders will be ranked in accordance with respective clause.

The Qualified Bidders as per top 50% ranking principle (subject to minimum criteria as specified in the Tender Document) will be intimated by an email by the State Government [from the designated email id of the State Government for the particular auction] OR [the State Government may advise the e-auction platform to intimate from the email id of MSTC] for their qualification for the second round of electronic auction against specific Exploration block(s) in the e-auction platform provider website within their secured login. The email will only state that the recipient of the email has been qualified for the second round of auction and the Floor Price (lowest Initial Price Offer) for the second round of auction.

b. Stage 2: Electronic Auction – Final Price Offer

a. Intimation to Qualified Bidders

Along with the above intimation, the Bidder shall also receive information regarding applicable Floor Price for second round of e-auction of the Exploration block which is the lowest initial price offer received from the Technically Qualified Bidders.

It is expressly clarified that Bidders should not expect to receive the information on the second lowest IPO received from the Technically Qualified Bidders as a matter of usual course.

It shall be the sole responsibility of the Bidder to regularly check the MSTC website and log in to see whether it has qualified for a certain Exploration block or not. MSTC will not be responsible for non-receipt of email by the

Bidder and its consequences.

b. Conduct of e-auction

E-auction is the process of inviting binding Final Price Offer(s) from Qualified Bidders through internet for the purpose of determination of the Preferred Bidder. During this process, the Qualified Bidder will be able to submit its Final Price Offer as many times as it wishes against the same Exploration block. The Qualified Bidder will remain anonymous to other Qualified Bidders participating in the electronic auction process as well as to MSTC / State Government. The Qualified Bidder will be able to see the prevailing lowest Final Price Offer against the Exploration block, but the name of the lowest Qualified Bidder at any point of time will not be displayed. The Qualified Bidder shall have to put its Final Price Offer below the displayed lowest bid by a minimum decrement of **[0.05%]** to become the lowest Qualified Bidder. The electronic auction process will have a scheduled start and close time which will be displayed on screen. A Qualified Bidder will be able to put its Final Price Offer after the start of bid time and till the close time of electronic auction. The current server time (IST) will also be displayed on the screen. In the event a Final Price Offer is received during the last 8 (*Eight*) minutes before the scheduled close time of electronic auction, the close time of electronic auction will be automatically extended by 8 (*Eight*) minutes from the last received bid time to give equal opportunity to all other Qualified Bidders. This process of auto extension will continue till no Final Price Offer is received during a period of 8 (*Eight*) minutes.

For example, assuming that the initial scheduled close time for a particular electronic auction is 1:00 pm and a Final Price Offer is received at 12:55 pm, the scheduled close time shall be revised to 1:03 pm. Again if a Final Price Offer is received at 1:01 pm, the scheduled close time shall be revised to 1:09 pm and so on. In the event that no further Final Price Offer is received till 1:09 pm, the electronic auction will close at 1:09 pm. The revised close time will be displayed on screen and the Qualified Bidders are advised to keep refreshing its webpage to get the latest information.

The above example is only illustrative and meant for explaining the e-auction process only.

During the process of electronic auction, the Bidder shall be required to sign their bids with their respective digital signature certificate (DSC) and the use of which has been duly authorized on behalf of the Bidder and which was used at the time of registration. Any digital signature certificate other than the above shall not be acceptable for bid submission by the system

Bidders may use 'Bidder's Guide' link available on login page for the detailed procedure. Bidders in their own interest are advised to get themselves

acquainted with the electronic auction process of auction platform provider by getting their Authorised Representative trained beforehand through some demo electronic auctions as per respective clause of tender document.

Digital Signature Certificate

A Bidder shall be required to possess a valid Class III Signing and Encryption Combo Digital Signature Certificate (DSC) of signing and encryption combo type to be able to submit its Bid and to participate in the electronic auction on MSTC website. For this purpose, Bidders shall be required to authorize its Authorized Signatory to procure a class III DSC of signing and encryption combo type from any Certifying Authority or their authorized agencies in India.

The Bidder may note that only one user id will be mapped with a given Class III Signing and Encryption Combo DSC for the Authorized Signatory.

The Class III Signing and Encryption Combo Digital Signature Certificate will be used to digitally sign the Bids that the Bidder will submit online.

It will be the sole responsibility of the Bidder and its respective Authorized Signatory to maintain the secrecy of the password for the Class III Signing and Encryption Combo Digital Signature Certificate. The Bidder and its Authorized Signatory shall be solely responsible for any misuse of the Class III Signing and Encryption Combo DSC and no complaint / representation in this regard shall be entertained at any stage by MSTC/ Central Government /State Government.

The system requirements are as follows:

- Operating System- Windows 10, 11.
- After going to the Major Mineral Block Auction (New Portal) portal, a pop-up of system settings will appear, detailing the system settings. Through which bidders can configure their system for bidding. Bidders must have Windows operating system installed on their system through which they wish to bid.

System Settings:

For any Queries or System Setting Related Technical issues concerns please contact the following Help-Desk numbers: - 07969066600

Availability- 9:30 AM to 5:30 PM on all working days

Schedule IV: Format of Information Memorandum

Schedule V: Indicative Format of Letter of Intent

No. <reference no.>

Date: <date>

From:

Director,
Directorate, Department of Mines and Geology,
Govt. of Rajasthan
Shastri Circle, Udaipur

To:

..... <name of Preferred Bidder>

..... <address of Preferred Bidder>

Sub: Letter of intent with reference to e-auction dated <date> for grant of an exploration licence for [insert name of Exploration Block] in [insert name of village], [insert name of taluka], [insert name of district] on [insert area] Ha. area of survey no. [insert survey no.] (the “**Exploration Block**”)

1. Background

- 1.1. Government of Rajasthan (“**State Government**”), pursuant to the Mines and Minerals (Development and Regulation) Act, 1957 (the “**Act**”) and the Mineral (Auction) Rules, 2015 as amended from time to time (the “**Auction Rules**”), issued the notice inviting tender dated [insert date in Month DD, YYYY format] to commence the auction process for grant of exploration licence for the Exploration Block.
- 1.2. The e-auction process was conducted in accordance with the tender document for the said Exploration Block and <Name of Preferred Bidder> (the “**Preferred Bidder**”) was declared as the ‘Preferred Bidder’ under Rule <19E(10)(vi)/ Rule 19G(2)(b)> of Auction Rules, having quoted a Final Price Offer of <amount>.
- 1.3. As required under Rule <19G(1)/ 19G(2)(b)> of the Auction Rules and the tender document for the said Exploration Block, the Preferred Bidder has furnished the Performance Security.

PART A: CONDITIONS RE. GRANT OF EXPLORATION LICENSE

2. Letter of Intent

- 2.1. Accordingly, pursuant to Rule <19G(1)/ 19G(2)(b)> of the Auction Rules and the terms of the Tender Document, the State Government is issuing this letter of intent for grant of exploration licence for the Exploration Block to Preferred Bidder.
- 2.2. This letter of intent and the subsequent grant of aforementioned exploration licence shall be subject to the provisions of the Act and the Rules made thereunder, as amended from time to time, and the Preferred Bidder shall be designated as the ‘Successful Bidder’ and subsequently granted the exploration licence only upon satisfactory completion of all the requirements under the Acts and Rules made thereunder.

- 2.3. The Preferred Bidder/ Successful Bidder shall be bound by the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal of any Applicable Law (including the Act and Rules) occurring at any time, including prior to or after the Bid Due Date.
- 2.4. Upon occurrence of any of the following appropriation events (the “**Appropriation Event**”), occurrence of which shall be determined by the State Government, the State Government shall have an unconditional right to appropriate the Performance Security, by providing a written notice to the Preferred Bidder/ Successful Bidder:

S. No.	Appropriation Event	Amount of the Performance Security to be appropriated ⁴
1.	Failure of the Preferred Bidder/ Successful Bidder to comply with the terms of this letter of intent.	An amount equivalent to Bid Security from Performance Security
2.	Contravention of the provision of the Act, Rules issued thereunder	An amount equivalent to Bid Security from Performance Security
3.	Any transfer of the letter of intent which is not in conformity with the Act and Rules made thereunder.	An amount equivalent to Bid Security from Performance Security
4.	In case of any Appropriation Event set forth elsewhere in this letter of intent, the Tender Document, the Act, and/ or the Rules	An amount equivalent to Bid Security from Performance Security

In case the Performance Security is in the form of a security deposit, the State Government may deduct an amount from such security deposit on an Appropriation Event.

- 2.5. 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 Preferred Bidder/ Successful Bidder through good industry practice, then the Performance Security shall not be appropriated for such specific Appropriation Event. For the purpose of this letter of intent, ‘force majeure’ shall have the meaning ascribed thereto in the Minerals (Other than Atomic and Hydro Carbons Energy Minerals) Rules, 2016.
- 2.6. In the event of a partial or total appropriation of the Performance Security, the Preferred Bidder/ Successful Bidder shall:
- rectify the Appropriation Event within 15 (fifteen) days of receipt of a notice under paragraph 2.4 hereinabove; and
 - replenish or top-up the Performance Security within 30 (thirty) days of such appropriation to keep the amount of Performance Security maintained at the amount specified under Rule 19H(1) of the Auction Rules.

3. Declaration of Successful Bidder and Grant of Exploration Licence

3.1. For reference, the requirements under the Auction Rules for designation of the Preferred Bidder as the 'Successful Bidder' and subsequent grant of the exploration licence are reiterated below. It is clarified that the requirements mentioned below are only for reference and in the event of any change in the Act or the Rules made thereunder, the requirements under the modified Act or the Rules made thereunder, as the case may be, shall be applicable.

(a) Designation as the 'Successful Bidder': The Preferred Bidder shall be considered to be the "**Successful Bidder**" upon:

- (i) compliance with all the terms and conditions of eligibility;
- (ii) obtaining all consents, approvals, permits, no-objections and the like as may be required under applicable laws for commencement of {reconnaissance OR prospecting OR reconnaissance and prospecting} operations; and
- (iii) submitting the scheme of {reconnaissance OR prospecting OR reconnaissance and prospecting} in accordance with the Mineral Conservation and Development Rules, 2017.

(b) Grant of exploration licence: Upon fulfilment of the conditions specified in paragraph 3.1(a) above, the State Government shall grant the aforementioned exploration licence.

4. Validity

4.1. This letter of intent is valid for a period of 1 (one) year from the date of its issuance, within which time all the conditions in paragraph 3 above must be fulfilled and the exploration licence deed must be executed between the Preferred Bidder and the State Government.

4.2. In case there is a delay in execution of exploration licence deed due to reasons beyond the control of the Preferred Bidder, then it may submit an application to State Government, requesting an extension. If the State Government is satisfied that there is a delay in execution of exploration licence deed due to reasons beyond the control of the Preferred Bidder and a longer period is required to enable the Preferred Bidder to satisfy all or any of the above conditions, it may extend the validity of this letter of intent for such period or periods as the State Government may specify. Provided that this letter of intent shall be extended for a maximum period of 6 (six) months.

4.3. The holder of the letter of intent shall comply with the terms and conditions of this letter of intent, including executing the exploration licence within the period referred to in Rule 19G(4) of the Auction Rules, failing which:

- (a) this letter of intent shall be invalidated leading to annulment of the entire process of auction; and
- (b) the Performance Security shall be forfeited and appropriated in full by the State Government.

- 4.4. Part A of this letter of intent, and the terms and conditions stipulated hereunder, shall be deemed to form part of the Tender Document. Further, any lapsing, invalidation, expiry, revocation, termination and/ or cancellation of this letter of intent shall be without prejudice to the accrued rights of the State Government hereunder, including its right to appropriate the Performance Security in terms hereunder. All rights of the State Government shall survive any lapsing, invalidation, expiry, revocation, termination and/ or cancellation of this letter of intent to the extent such survival is necessary for giving effect to such accrued rights.

**PART B: CONDITIONS RE. {PROSPECTING OR RECONNAISSANCE OR PROSPECTING AND
RECONNAISSANCE} OPERATIONS**

5. Conduct of Exploration

- 5.1. The Successful Bidder shall conduct geological exploration (reconnaissance or prospecting operations or both) of the area under the exploration licence so as to ascertain evidence of mineral contents and shall submit periodic reports in accordance with the Act and Rules made thereunder, and all reports, studies and other documentation related to the geological exploration of the area under the exploration licence shall be submitted to the State Government with its copy to the Indian Bureau of Mines.
- 5.2. The period of the exploration licence shall be in accordance with Section 10BA(10) of the Act.
- 5.3. If the Successful Bidder:
- (a) fails to complete operations within the period permitted under Section 10BA(10), or fails to establish the existence of mineral contents as specified in Rule 5 of the Minerals (Evidence of Mineral Contents) Rules, 2015 for grant of mining lease and submit the geological report within the period specified under Section 10BA(12), the Successful Bidder shall not be eligible to receive any share out of the auction premium of the mining lease granted in the area covered by the exploration licence and the State Government may take any action as it deems fit, including imposition of penalty in form of appropriation of Performance Security;
 - (b) completes operations within the period permitted under Section 10BA(10) and submits to the State Government and the Indian Bureau of Mines the result of the prospecting operations in the form of a geological report prepared in accordance with Rule 5 of the Mineral (Evidence of Mineral Contents) Rules, 2015, identifying the area suitable for grant of a mining lease within the period specified under Section 10BA(12), then the Successful Bidder shall be entitled to receive the percentage share in auction premium of the mining lease in accordance with the Auction Rules.
- 5.4. The Successful Bidder shall prepare separate geological report for each block identified for grant of mining lease under the Auction Rules.

6. Surrender

The Successful Bidder may, at any time, surrender a part or the entire area to the State

Government, subject to the conditions specified in Rule 9B of the Minerals (Other than Atomic and Hydro Carbons Energy Minerals) Concession Rules, 2016:

Provided that after 3 (three) years from the date of execution of the exploration licence, the exploration licensee may retain an area not exceeding 25% (twenty five percent) of the total area covered under the exploration licence for the purpose of continuing operations and shall surrender the remaining area after submitting a report to the State Government stating the reasons for retention of the area proposed to be retained by him and the boundaries of that area.

7. Appropriation of Performance Security

- 7.1. Upon occurrence of any of the following appropriation events (the “**Exploration Appropriation Event**”), occurrence of which shall be determined by the State Government, the State Government shall have an unconditional right to appropriate the Performance Security, by providing a written notice to the Successful Bidder:

S. No.	Exploration Appropriation Event	Amount of the Performance Security to be appropriated ⁵
1.	Non-adherence to scheme of reconnaissance or prospecting, as the case may be	An amount equivalent to Bid Security from Performance Security
2.	Disclosure of exploration data to an unauthorized entity	An amount equivalent to Bid Security from Performance Security
3.	Non-disclosure of entire exploration data, reports or any other information related to exploration to State Government or any other Government organisation authorised to receive such information under the Applicable Law	An amount equivalent to Bid Security from Performance Security
4.	Serious discrepancy in exploration data, reports or any other information related to exploration to State Government or any other government organisation authorised to receive such information under Applicable Law	An amount equivalent to Bid Security from Performance Security
5.	Contravention of the provision of the Act, Rules issued thereunder and/ or the exploration licence deed	An amount equivalent to Bid Security from Performance Security
6.	Any transfer of the exploration licence which is not in conformity with the Act and Rules made thereunder.	An amount equivalent to Bid Security from Performance Security

7.	Termination of the exploration licence (except termination under Section 4A(1) of the Act).	An amount equivalent to Bid Security from Performance Security
8.	In case of any Exploration Appropriation Event set forth elsewhere in this letter of intent, the Tender Document, the Act, and/ or the Rules	An amount equivalent to Bid Security from Performance Security

In case the Performance Security is in form of a security deposit, the State Government may deduct an amount from such security deposit on an Exploration Appropriation Event.

- 7.2. The provisions of paragraphs 2.5 and 2.6 of this letter of intent shall, *mutatis mutandis*, apply to Exploration Appropriation Events
- 7.3. Any one or more Exploration Appropriation Events resulting in appropriation of the entire Performance Security shall give the State Government a right to terminate the exploration licence, without prejudice to any other proceeding to be taken against the exploration licence holder.

8. Other Conditions

- 8.1. The Successful Bidder shall be bound by the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal of any Applicable Law (including the Act and Rules) occurring at any time, including prior to or after the Bid Due Date.
- 8.2. Part B of this letter of intent, and the terms and conditions stipulated thereunder, shall be deemed to form part of the exploration licence deed and shall, accordingly, continue to survive and bind the Successful Bidder notwithstanding expiry of this letter of intent.

The Preferred Bidder shall furnish acceptance of the terms and conditions of letter of intent by <date in Month DD, YYYY format>.

Director,
Directorate, Department of Mines and Geology,

Copy to:

1. <name>

(**Note:** Language in the angle brackets is indicative and for reference, and the same may be deleted along with the angle brackets upon insertion of the relevant information)