


**Reply To Pre Bid Queries
of**

Dugocha Block Tehsil Jhallara & District Salumber For Gold & Associated Mineralization In State Of Rajasthan

**TENDER No.: MSTC/JPR/Directorate of Mines and Geology Rajasthan, Udaipur/171/Udaipur/24-25/14997 [445338]
FORWARD AUCTION No. : MSTC/JPR/Directorate of Mines and Geology Rajasthan, Udaipur/174/Udaipur/24-25/15000 [445341]**

Sl. No.	Bidders Queries	Reply
1	Tender Document of Dugocha Block (Reporting for Mineral Resource) Part-IV-A, S. No. 8 (iii) Please provide the reserve and resource as per UNFC	AS the report pertains to FS 1998 to 2003 and 2007 to 2008, the resource has been calculated prior to implementation of MEMC, 2015 guidelines. However, the most of the boreholes spacing as per the available maps from reports is between 50m to 100m. Few boreholes spacing are between 100m to 150m. Further, most of the core samples have been sampled at 25cm to 50cm length. As per the present MEMC rule, the block may qualify under UNFC 333.
2	Tender Document of Dugocha Block Part-IV-A, S. No. 8 (iii) (Reporting for Mineral Resource) In the reporting of mineral resource the total resource has been calculated considering the resources of Dugocha Main, Dugocha North, Dugocha South, Dugocha East and Dugocha West. Geological report of all the Blocks except Dugocha west has been given but section of Boreholes DCHW 1, 2, 3 & 4 have been given in Tender document,, and clarification required regarding the resource estimation parameter like cutoff and stopping width considered while calculating the resource of Dugocha West block.	In original reports, these details are mentioned. Scanned copies of the original reports of Dugocha gold prospect will be provided to preferred bidder, if he requires. These blocks contain following reports- <ol style="list-style-type: none">1. Final report on test drilling for gold and associated basemetal mineralisation in Dugocha and Baratalav blocks in parts of Udaipur District, Rajasthan.2. Report on integrated surveys for gold and associated basemetal mineralisation in Dugocha East and West block, Udaipur Distrcit, Rajasthan.3. Final report on test drilling for gold and associated basemetal mineralisation in Dugocha North block in parts of Udaipur District, Rajasthan.4. Report on test drilling for gold and associated basemetal mineralisation in Dugocha South and Dugocha East block in parts of Udaipur District, Rajasthan.5. Final report on investigation for gold and associated basemetal mineralisation in Dugocha West block in parts of Udaipur District, Rajasthan.



3	<p>Tender Document of Dugocha Block Part-IV-A, S. No. 10 (i) Please provide the Borehole coordinates in UTM/ dd°mm'ss" format of WGS 84.</p>	<p>The maps were prepared in Local coordinates. After field verifications the maps and boreholes data will be provided to preferred bidder, if he requires in UTM/ dd°mm'ss" format of WGS 1984.</p>
4	<p>Tender Document of Dugocha Block In the Report on Test Drilling for Gold and Associated Basemetal Mineralisation in Dugocha (South) and Dugocha (East) Block in Parts of Udaipur District, Rajasthan (E-1 Stage); Sl. No. 8.2- Boreholes in Dugocha Main Block, it is mentioned that maximum metal values in DCHE-1 is 5.2 ppm and DCHE-2 is 6.58 ppm At 0.1ppm Au cutoff highest Au in DCHE-1 and DCHE-2 are 1.59ppm and 0.76ppm respectively & at 0.5 ppm cutoff the highest Au in DCHE-1 and DCHE-2 Au are 2.32ppm and 3.06ppm respectively. These values doesn't match with the given maximum value of DCHE-1 is 5.2 ppm and DCHE-2 is 6.58 ppm. Hence the clarification is required.</p>	<p>The highest value of gold in borehole DCHE-1 and DCHE-2 mentioned in tender document is correct which can also be verified from the geological report. Gold values mentioned in the tender document such as 2.32 ppm and 3.06 ppm in respect of boreholes DCHE-1 and DCHE-2 are average grade calculated for resource estimation. The highest value as mentioned above as 5.2 and 6.58 ppm gold are assay value of individual core samples.</p>
5	<p>Tender Document of Dugocha Block In Annexure-IX, Analytical Results of Core Samples of Boreholes Drilled in Dugocha North Block Udaipur District, Rajasthan, Bore hole No. DCHN-13, sample No. DCHN-13/66 the Au in Quartz mica is 300 ppm. Clarification required whether the Quartz mica with 300ppm Au value exists in this Block.</p>	<p>Higher values of gold such as 300ppm is typo error occurred during digitization of original geological report. Actually, it is 300ppb as mention in the original report. Scanned copies of the original reports of Dugocha gold prospect will be provided to preferred bidder, if he requires</p>
6	<p>Tender Document of Dugocha Block In Annexure-IX, Analytical Results of Core Samples of Boreholes Drilled in Dugocha North Block Udaipur District, Rajasthan. Many borehole samples are showing exceptionally higher gold values, (such as <50ppm, 70 ppm, 80 ppm etc.), So, Clarification required regarding the authentication of these values.</p>	<p>Assay values of gold mentioned in the pre bid queries is typo error occurred during digitization of original geological report. Actually, it is 50ppb, 70 ppb and 80 ppb as mention in the original report. Scanned copies of the original reports of Dugocha gold prospect will be provided to preferred bidder, if he requires.</p>



7	<p>Tender Document of Dugocha Block Part-IV-A, S. No. 20 (Reporting of Resources) The assay value of Au of the following boreholes are not matching with the provided cross sections-considering Borehole no.- DCH-1,DCH- 3,DCH- 4, DCH-6, DCH-8, DCH-9, DCH-10, DCH-12, DCH-18, 8A, 11A, DCHE-1 and DCHE-2. such as in DCH-1 the Au is given 10.63 ppm in the load depth 73-74m, but it is not shown in the cross section of DCH-1. Please provide the sections with correct gold assay value which can be matched with the table given in Part-IV-A, S. No. 20 (Reporting of Resources)</p>	<p>Three cores sample collected from borehole DCH-1 at depth 72.75 to 73.0m, each of 25cm length assayed as 0.11ppm, 0.21ppm and 0.15ppm gold. From depth 73.00m to 74.00m, total 04 nos. of core samples were collected which analyse 14ppm, 11ppm, 13.50ppm and 4ppm and the average grade of these four core sample is 10.63ppm. But, gold mineralised lode has been formed for the depth from 72.75m to 74.0m with 6.14ppm gold (average grade of the load) which is properly demarcated in the section of borehole DCH-1.</p> <p>Scanned copies of the original reports of Dugocha gold prospect will be provided to preferred bidder, if he requires</p>
8	<p>Tender Document of Dugocha Block Part-IV-A, S. No. 20 (Reporting of Resources) Clarification required regarding, The resource of Dugocha North has been estimated considering following boreholes- DCHN 1, DCHN-3, DCHN-10 , DCHN-12, DCHN-13, DCHN-15, DCHN-17, DCHN-18 and DCHN-19. But the geological section of these boreholes are not given in the tender document, Please provide the borehole sections.</p>	<p>Sections will be provided from the GSI.</p> <p>Scanned copies of the original reports of Dugocha gold prospect will be provided to preferred bidder, if he requires</p>
9	<p>Tender Document of Dugocha Block Part-IV-A, S. No. 8 (iii) Clarification Required; Borehole wise tonnage and grade of Dugocha blocks are not given in the copper resource estimation table. Please provide.</p>	<p>Copper is a secondary commodity in Dugocha block. Copper resource for individual borehole is not present in the original report. For calculation of the resource, digitisation of each borehole is required because soft copies of borehole section in editable format is not available.</p>
10	<p>Tender NIT Clause 3.5 The Bidders are expected to conduct due diligence regarding the land to be comprised in the composite license and subsequent mining lease and also familiarize themselves with all Applicable Laws relating to acquisition of rights over such land to be comprised in the Composite Licence and subsequent Mining Lease. Is it possible to share the georeferenced land map with break up demarcated with proper co-ordinates to extract the land details. To get the georeferenced land details for ease in plotting in the map</p>	<p>As per Mineral Auction Rules, there is no provision of providing land status for block proposed for grant of composite license. Further, while bidding the bidder has to take into consideration all the facts and circumstances with his own assessment and wisdom after ground level verification of the block.</p>

11	<p>Tender NIT</p> <p>Clause 4.1 (ii) The estimated mineral resources of minerals found in the identified Concession Area determined pursuant to the Minerals (Evidence of Mineral Content) Rules, 2015 and its subsequent amendments;</p> <p>If the successful bidder finds any differences during due diligence of geological study of extractable / mineable reserves in the report with the database provided along with the tender document, will the Government adjust the differential amount of Upfront Payments & Performance Security?</p> <p>To protect investor's investment</p>	<p>There is no such provision in the Mineral Auction Rules. Further, while bidding the bidder has to take into consideration all the facts and circumstances with his own assessment and wisdom after ground level verification of the block.</p>
12	<p>Tender NIT</p> <p>Clause 6.1 Pursuant to Rule 17 read with sub-rule (3) of Rule 9 of the Auction Rules, the Bidders shall be provided a fixed period of 38 days to study the Tender Document and the bidding process shall commence only after such period of 38 days.</p> <p>Requesting to extend the timeline of the bid submission and auction process by one month atleast as 38 days timeline is not sufficient to assess and validate the exploration data available with the tender document.</p> <p>For proper evaluation and assessment of the technical datasets</p>	<p>The Bid Due Date shall not be extended at this point of time.</p>
13	<p>Tender NIT</p> <p>Clause 6.3 During such period the Bidders may undertake the site visit to Concession Area at their cost and risk to ascertain for themselves the site conditions, location, communication, climate, availability of power, and any other matter considered relevant by them.</p> <p>Can the bidder collect samples during the visit to site (for testing purposes)? Does DMG provide support of a local host for the bidder to visit the site.</p> <p>Collection of samples during site visit for initial testing purposes</p>	<p>No, he cannot collect the samples for testing purpose. He may visit site as per Clause 6 of the Tender Document.</p>

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14	<p>Tender NIT PART-IV-A Technical data Serial no. 4 (iii) Cadastral details of the area with land use, area under forest with type of forest. In case the cadastral details are not available an indicative data of breakup of government, private and forest land The area is covered by dense forest falls in the category of resource and protected forest. The Sita mata resource forest is 36 km from Dugocha and Dhorijapa ghata, Avaliganga protected forest are nearby to Dugocha area. - Is it possible to get category wise cadastral digital file for the leasehold area. Cadastral soft digital copies of the leasehold area to study the land details</p>	<p>As per Mineral Auction Rules, there is no provision of providing land status for block proposed for grant of composite license. Further, while bidding the bidder has to take into consideration all the facts and circumstances with his own assessment and wisdom after ground level verification of the block.</p>
15	<p>Tender NIT PART-IV-A Technical data Serial no. 5(iii) Host population (local tribes), Human settlements within and nearby the area Is there any special schedule in law for the local people for land acquisition/ R&R Any special schedule in law for the local people for land acquisition/ R&R</p>	<p>It will be as per notifications/circulars/orders issued by Government of Rajasthan.</p>
16	<p>Tender NIT PART-IV-A Technical data Serial no. 8 (ii) Brief detail of the exploration carried out (to be given separately for each agency) • Borehole (48 Boreholes) co-ordinates are not available with the tender document • Only DCHN, DCHE and DCHS series borehole database is available • No DCH series borehole data is available • Requesting for all the CLAS soft copy files (Collar, Litho, assay and survey) if available CLAS files of all the boreholes as part of the database</p>	<p>Scanned copies of the original reports of Dugocha gold prospect will be provided to preferred bidder, if he requires. Information of individual boreholes are present in the reports.</p>
17	<p>Tender NIT PART-IV-A Technical data Serial no. 8 (ii) Brief detail of the exploration carried out (to be given separately for each agency) Is it possible to visit the core library of GSI Core library visit as part of borehole core validation and QAQC</p>	<p>By submitting a formal email through the appropriate channels to the higher authority, the visit to the GSI core library can be arranged.</p>

18	<p>Tender NIT PART-IV-A Technical data Serial no. 9 (i) Details of aerial, ground geophysical and geochemical survey taken up and their results. Borehole geophysical survey data is not available with the tender document. Kindly may provide the details Borehole geophysical survey data is not available with the tender document. Kindly may provide the details</p>	<ul style="list-style-type: none"> • Aeromagnetic data can be downloaded from NGDR Portal. By submitting a formal email through the appropriate channels to the higher authority, these data may be taken. • During mineral investigation, details of the individual block geochemical surveys are given in reports. However, Geochemical survey data of the toposheet 45L/04 and 08 has been carried out by GSI in FS 2012-13 under NGCM project. The report can be downloaded from NGDR portal. Acc. No- WRO-24988 • A ground geophysical survey of the Dugocha block was conducted by Prasad et al. during the field season of 2001-02. The survey report, titled 'Report on Geophysical Surveys for Targeting Base Metal Mineralization in Sitawali-Gamrapal Block, Karavalli Sector, Udaipur District, Rajasthan,' is cataloged under Accession Number WRO-24035. • These are old geological reports, downhole geophysical survey was not carried out.
19	<p>Tender NIT PART-IV-A Technical data Serial no. 18 Gold beneficiation study of 3.55Kg sample of meta-exhalite rock in PPOD laboratory of AMSE Wing GSI,Bangalore was carried out. The head sample was prepared and analysed 0.4ppm Au. The sample was sieved with 10 mesh and -10 mesh sample was fed to Knelson Concentrator. The concentrate, tailings and +10 fractions were analysed for gold. In the concentrate the Au value has been enhanced to 4.2ppm Au from 0.4ppm (head value) with 12% recovery. 85% of gold is locked up in tailings. Kindly provide the detailed metallurgical report of AMSE Wing of GSI, Bangalore GSI's metallurgical report to study the metallurgical parameters and ore beneficiation methods</p>	<p>These are old geological reports, separate detailed metallurgical report of AMSE wing of GSI Bangalore is presently not available.</p> <p>However, beneficiation details are given in report "Final report on test drilling for gold and associated basemental mineralisation in Dugocha and Baratalav blocks in parts of Udaipur district, Rajasthan" Acc. No- AMSE-7698".</p>

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20	<p>Tender NIT PART-IV-A Technical data Serial no. 19 iii) The nature and appropriateness of the estimation technique(s) applied and key assumptions, including treatment of extreme grade values, domaining, interpolation parameters, maximum distance of extrapolation from data points The tonnage factor i.e. specific gravity of the host rock has been calculated and an average 3.5 has been taken for calculation- whereas in Dugocha North block the tonnage factor of host rock is calculated as 3.0. For resource validation</p>	<p>The tonnage factor i.e. specific gravity of the host rock has been calculated and an average 3.5 has been taken for calculation, except for massive sulphide zone (> 60% total sulphides) where a calculated density equal to 4.38 has been taken. For different boreholes, separate tonnage factor is considered. For exe. Dugocha North Block, the tonnage factor is considered 3.0.</p>
21	<p>Tender data Maps and plans Kindly provide the GIS files and database of all the maps and plans if available GIS databases for evaluation</p>	<p>After field validation, these maps may be provided in GIS format to preferred bidder, if he requires.</p>

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22	<p>Draft MDPA</p> <p>3.1 - Grant of Mining Lease over the Lease Area shall be conditional upon prior payment of the third instalment of the Upfront Payment which is INR [amount in figures] (Indian Rupees [amount in words]) within a period of [30] days from the Agreement Date. Provided that no Mining Lease Deed shall be executed on expiry of a period of three years from the date of the letter of intent, and the letter of intent shall be invalidated leading to annulment of the entire process of auction with forfeiture of equivalent amount of bid security from available performance security.</p> <p>If the delay incurs due to approval, permits or clearances from the Govt. Authority the Mining Lease can be extended to the no. of days delayed from the authority up to maximum of 2 years.</p> <p>3.1 - Grant of Mining Lease over the Lease Area shall be conditional upon prior payment of the third instalment of the Upfront Payment which is INR [amount in figures] (Indian Rupees [amount in words]) within a period of [30] days from the Agreement Date. Provided that no Mining Lease Deed shall be executed on expiry of a period of three years from the date of the letter of intent, and the letter of intent shall be invalidated leading to annulment of the entire process of auction with forfeiture of equivalent amount of bid security from available performance security.</p> <p>Provided further that the State Government may allow a further period of two years for execution of the Mining Lease Deed if the reasons for delay were beyond the control of the preferred bidder.</p> <p>Further, in case of non-execution of Mining Lease during above period and thereby invalidation of letter of intent, due to reasons not attributable to Preferred Bidder, then bid security from available performance security will not be forfeited and Performance Security will be returned to Preferred Bidder and any instalment of Upfront Payment paid shall be returned to the Successful Bidder.</p> <p>Any penal action should not be imposed on account of any delay in execution of Mining Lease due to reasons not attributable to Preferred Bidder. Accordingly, modifications are requested.</p>	<p>Please refer to second proviso to sub-rule 6 of Rule 10 of Mineral Auction Rules.</p>
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Draft MDPA

Sl. No.	Appropriation Event	Amount of Performance Security to be appropriated
2	Failure of the Successful Bidder to comply with the Minimum Production and despatch Requirement as required under Clause 8	Value of the Performance Security for each failure to comply with the Minimum Production and Despatch Requirement as specified in schedule C

Please refer to Format of MDPA annexed with the tender document.

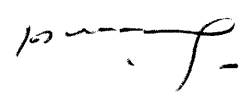


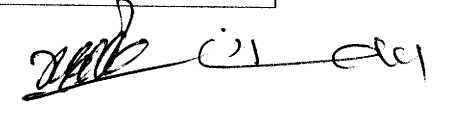
2) If the Minimum Production and Despatch Requirement is not achieved due to successful bidder then appropriation event shall not apply. Please confirm.

Sl. No.	Appropriation Event	Amount of Performance Security to be appropriated
2	Failure of the Successful Bidder to comply with the Minimum Production and despatch Requirement as required under Clause 8 due to reasons attributable to successful bidder	Value of the Performance Security for each failure to comply with the Minimum Production and Despatch Requirement as specified in schedule C

2) If the Minimum Production and Despatch Requirement is not achieved due to reasons not attributable to successful bidder then appropriation event shall not apply. Please confirm. Modification in clause proposed accordingly.

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24	<p>Draft MDPA</p> <p>7.1.1 - The Successful Bidder shall make monthly payments on the basis of the Final Price Offer (the "Monthly Payment"). The Monthly Payment shall be computed on the basis of the Value of Mineral Despatched or the value of the minimum production requirement as specified in Clause 8, whichever is higher.</p> <p>Minimum production requirement has been furnished in Schedule E which is on annual basis. This minimum production requirement on annual basis cannot be used to determine monthly payments to State Government. Accordingly, we understand that reconciliation of actual production with respect to minimum production requirement will be on annual basis and Successful Bidder will pay any shortfall into the amount with respect to minimum annual production on annual basis. Kindly confirm.</p> <p>Accordingly, Monthly Payment shall be on the basis of Value of Mineral Despatched during the month. Kindly confirm.</p>	Tender document condition shall prevail.
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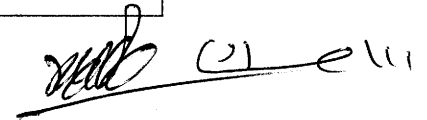
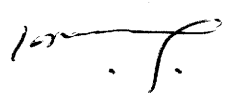
Draft MDPA

8.3 - Any non-compliance with the Minimum Production and Despatch Requirement would result in appropriation of the Performance Security in the manner stipulated in Clause 4 (PERFORMANCE SECURITY AND APPROPRIATION) and in case where such noncompliance exceeds for more than 7 (seven) instances, such non-compliance shall give the State Government a right to terminate the Mining Lease without prejudice to any other proceeding to be taken against the mining lease holder.

8.3 - Any non-compliance with the Minimum Production and Despatch Requirement would result in appropriation of the Performance Security in the manner stipulated in Clause 4 (PERFORMANCE SECURITY AND APPROPRIATION) and in case where such noncompliance exceeds for more than 7 (seven) instances due to reasons attributable to the Successful Bidders, such non-compliance shall give the State Government a right to terminate the Mining Lease without prejudice to any other proceeding to be taken against the mining lease holder.

It is a fair preposition to impose penal action only in the event of non-compliance by Successful Bidder. If the event of non-compliance is not attributable to Successful Bidder, then no penal action should be imposed.

Tender document condition shall prevail.



Governing Law and Dispute Resolution

There is no provision of clause for resolution of Dispute between the Parties.

A. This Agreement and all questions of its interpretation shall be construed in accordance with the laws of India, without regard to its principles of conflicts of laws.

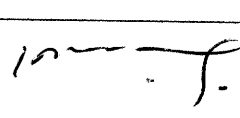

B. Any dispute, controversy or claim arising out of or relating to or in connection with the Agreement including a dispute as to the validity or existence of this Agreement, or any breach or alleged breach thereof, shall be settled through mutual discussions between the Parties. In this regard, the Successful Bidder shall nominate an officer not below the rank of a director to participate in the discussions on its behalf.

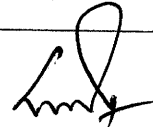
C. In the event that the Successful Bidder fails to nominate an officer in the manner required above; or the Parties are unable to resolve any dispute in accordance with the above clause within a period of [30] Business Days starting from the date on which the first notice of dispute was provided by either Party, such dispute shall be resolved in accordance with the Arbitration and Conciliation Act of India.


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

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

Act, Rule and tender document condition shall prevail

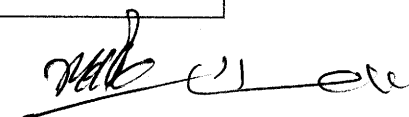
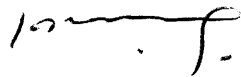
 



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	<p>F. The Parties agree that an Award may be enforced against them and their assets wherever SITUATED.</p> <p>G. [In the event that the Successful Bidder fails to nominate an officer in the manner required under Clause B; or the Parties are unable to resolve any dispute in accordance with Clause B within period of [30] Business Days stating from the date on which the first notice of dispute was provided by either Party, such dispute shall be taken by either Party for resolution.</p> <p>H. It is expressly agreed between the Parties, that any existence of a dispute shall not affect in any manner any of the rights of the Nominated Authority under this Agreement, including without limitation the right to appropriate Performance Security or terminate this Agreement, until a final determination in this regard is made.</p> <p>Provisions for resolution of Dispute between the Parties should be inserted in the Agreement.</p>	
27	<p>Draft MDPA</p> <p>18.2- Term - This Agreement shall commence on the dates mentioned in Clause 18.1 and shall continue for the period of validity of the Mining Lease granted to the Successful Bidder ("Term").</p> <p>18.2- Term - This Agreement shall commence on the dates mentioned in Clause 18.1 and shall continue for the period of validity of the Mining Lease granted to the Successful Bidder or Termination of this Agreement based on mutual agreement of the parties. ("Term").</p> <p>In case mining lease is not granted by the State Government, then parties should have recourse to terminate the Agreement based on mutual discussion.</p>	Please refer to Rule 10 of Mineral Auction Rules.
28	<p>Termination of the Agreement</p> <p>No clause in the Tender document regarding Termination of the Agreement.</p> <p>Appropriate clause pertaining to Termination of the Agreement should be inserted in the MDPA.</p>	Tender Document condition shall prevail.

29	<p>Delay / denial for grant of Mining Lease or any other Governmental approval within the purview of State Government.</p> <p>There are no remedies available in the Agreement in case the State Government fails to grant Mining Lease or any other governmental approval under the purview of State due to reasons not attributable to Successful Bidder.</p> <p>Since the Successful Bidder would have already made substantial investment in terms of exploration, submission of Performance Securities, Upfront Payments etc. prior to the triggering of the event of Mining Lease, any delay / refusal by the State Government to issue Mining Lease at later date would cause substantial loss to the Successful Bidder due to no fault of it.</p> <p>In such case,</p> <p>1) The State Government is requested to confirm the grant of Mining Lease and any other Government approval under the purview of State within time bound manner and</p> <p>2) In the event of delay / denial by the State Government for grant of Mining Lease or any other Government approval due to reasons not attributable to Successful Bidder, the Successful Bidder should be entitled to compensation of additional costs / losses incurred by it. Please confirm.</p>	Please refer to Rule 10 of Mineral Auction Rules.
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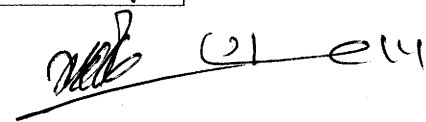


30	<p>Tender Document Clause 12 Timetable Stage – II Sr. No. 1 Stage III Sr. No. 1 – T4 Submission of all necessary clearances /approvals from various government agencies/departments by Successful Bidder We understand State Govt. will facilitate in the Bidder in obtaining all clearances, approvals and permits required for prospecting and mining operations. Please confirm. Note: Any delay arising which are beyond the control of Successful Bidder, the successful bidder must be excused from any appropriation of performance security and penalty of any sorts. Since any sorts of approvals/ clearances and permits from State Authority are strictly time consuming and not in the control of Successful Bidder.</p>	<p>Please refer to second proviso to sub-rule 6 of Rule 10 of Mineral Auction Rules.</p>
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Tender Document

Clause 12: Provided that on expiry of a period of one year from the date of the letter of intent, no Prospective License Deed of Composite License 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 six months for execution of the Prospective License Deed if the reasons for the delay were beyond the control of the preferred bidder. If the delay incurs due to approval, permits or clearances from the Govt. Authority the Prospecting License Deed can be extended to the no. of days delayed from the authority up to maximum of 6 months.

Clause 12: Provided that on expiry of a period of one year from the date of the letter of intent, no Prospective License Deed of Composite License shall be executed, and the letter of intent shall be invalidated leading to annulment of the entire process of auction.

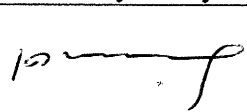
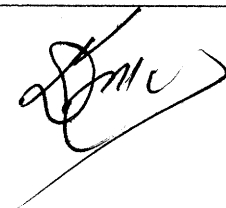
Provided further that the State Government may allow a further period of six months for execution of the Prospective License Deed if the reasons for the delay were beyond the control of the preferred bidder. Further, if a delay incurred due to reasons not attributable to Preferred Bidder, then Performance Security will not be forfeited and returned to Preferred Bidder / Successful Bidder.



Preferred Bidder / Successful Bidder should not be penalized in case of any delay in grant of Prospective License by State Govt. due to reasons not attributable to it.

Please refer to second proviso to sub-rule 3 of Rule 18 of Mineral Auction Rules.

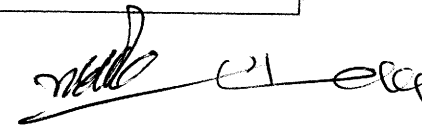
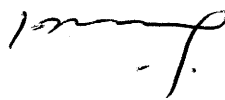
[Handwritten signatures and initials]

32	<p>MDPA</p> <p>Clause 4.2.2 - Provided however that in the event an Appropriation Event has occurred solely on account of an Event of Force Majeure which could not have been mitigated by the Successful Bidder through Good Industry Practice as provided in Clause 17, then the Performance Security shall not be appropriated for such specific Appropriation Event.</p> <p>The clause should be amended as mentioned in the suggested text for amendment section</p> <p>4.2.2 - Provided however that in the event an Appropriation Event has occurred solely on account of an Event of Force Majeure or any event not attributable to and beyond the control of Successful Bidder which could not have been mitigated by the Successful Bidder through Good Industry Practice as provided in Clause 17, then the Performance Security shall not be appropriated for such specific Appropriation Event.</p> <p>Any penal action should not be imposed on account of any delay due to reasons not attributable to and beyond control of Preferred Bidder. Accordingly, modifications are requested.</p>	Tender Document Condition shall prevail
33	<p>Kindly provide Beneficiary Bank Details for electronic confirmation (SFMS) of Bid Security</p> <p>For preparation of Bid Security</p>	<p>Bank: STATE BANK OF INDIA</p> <p>IFSC: SBIN0031823</p> <p>MICR Code: 313002086</p> <p>Branch Code: 031823 (Last Six Characters of IFSC Code)</p> <p>Branch: Treasury Branch, Udaipur</p> <p>City: Udaipur</p>
34	<p>Tender Document</p> <p>15 Bid Security 15.1.....in favor of the State Government in substantially the same format as prescribed at Part C of Schedule I ((Format of bid security) and having a validity period of not less than.....</p> <p>We understand that the Bid Security shall be as per the Part C in Schedule I titled "FORMAT OF BID SECURITY" in substantially the same format and some changes in the format may be incorporated as per the bank requirement. Kindly clarify.</p>	Tender Document Condition shall prevail

35	<p>General Query Change in Law In case any new taxes imposed on mining activities or sale of end product, we understand that it shall be covered in change of law and financial burden so arises due to such change in law shall be adjusted by appropriately reducing the premium being paid by the successful bidder. Kindly confirm.</p>	There is no such provision in Act & Rules.
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MDPA

17.1 - Events of Force Majeure (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) collapse of buildings/mines, fire, explosion or accident; or (vi) any labour or trade dispute, strikes, industrial action or lockouts (other than those solely affecting Successful Bidder claiming the same as an Event of Force Majeure and attributable to such Successful Bidder's policies regarding labour, compensation or employment or labour related conditions).


17.1 - Events of Force Majeure (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) collapse of buildings/mines, fire, explosion or accident; or (vi) any labour or trade dispute, strikes, industrial action or lockouts (other than those solely affecting Successful Bidder claiming the same as an Event of Force Majeure and attributable to such Successful Bidder's policies regarding labour, compensation or employment or labour related conditions). (vii) unlawful or unauthorized or without jurisdiction, revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Successful Bidder to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Successful Bidder's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;

We request to insert point no. (vii) as Force Majeure event which is a fair preposition, and this clause is standard in most of the Mining Agreements executed with various Government Authorities.

Tender Document Condition shall prevail

[Handwritten signatures and initials]

37	<p>Tender Document</p> <p>Clause 13 Payments by the Successful Bidder</p> <p>What are the existing duties and/or levy applicable on sale/production of Gold in the state of Rajasthan in addition to Royalty, DMF, NMET and Bid premium as per applicable laws? Please provide relevant applicable laws also.</p>	<p>The bidder must pay all applicable taxes, levies, cess, duties, and fees as mandated by the Government of India and the Government of Rajasthan, including any amendments, along with the bid premium, royalty, DMFT, and NMET.</p>
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(Supdtg (H.A.))





