

MODEL TENDER DOCUMENT

GOVERNMENT OF [STATE]

Issued to

[Name of the Bidder]

[Address]

This Tender Document is non-transferable. The Price of this Tender Document is INR [amount in figures] (Rupees [amount in words]).

[Note: The Price of this Tender Document not to exceed INR 5 lakh]

[Note: A copy of this Tender Document is available on the website <https://www.____> which cannot be used for the purpose of bidding and is only intended for the information of the public]

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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 a [mining lease/ prospecting licence-cum-mining lease] for mineral specified herein, pursuant to the Act and the rules made thereunder. All information provided in this Tender

Document should be read together with the Act and the rules made thereunder. In the event of a conflict between this Tender Document and the Act or the rules, the Act or the rules, 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) on the terms and conditions set out in this Tender Document.
- 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 mineral 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 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 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 mineral 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.

2. Definitions

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. “**Act**” means the Mines and Minerals (Development and Regulation) Act, 1957.
- 2.2. “**Applicable Law**” shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, 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.
- 2.3. “**Auction Rules**” means the Mineral (Auction) Rules, 2015.
- 2.4. “**Bidder**” means a person who has purchased this Tender Document, and the expression Bidders shall include all such persons.
- 2.5. “**Bid Due Date**” means the date on which the Technical Bid and the initial price offer is required to be submitted in accordance with Clause 8.1(A)(a).
- 2.6. “**Bid Security**” means bid security as referred to in Clause 16.
- 2.7. “**Concession Area**” means [*particulars of the area*] as more particularly described in the Information Memorandum.
- 2.8. “**Information Memorandum**” means the information memorandum provided separately containing amongst others, information specified in Clause 4.1.

- 2.9. “**MDPA**” means the Mine Development and Production Agreement in the format as specified in Schedule IV (*Format of MDPA*).
- 2.10. “**Performance Security**” means a bank guarantee in the format as provided in Schedule III of the Auction Rules or a non-interest bearing security deposit to be provided pursuant to the Auction Rules.
- 2.11. “**State Government**” means [*name of state government*].
- 2.12. “**Tender Document**” means this tender document together with the schedules and documents referred herein, including the Information Memorandum and any addenda to this Tender Document.
- 2.13. “**Upfront Payment**” means an amount equal to INR [*amount in figures*] (Rupees [*amount in words*]) payable pursuant to the Auction Rules.

3. Introduction

- 3.1. The Act stipulates grant of [mining lease / composite licence (as defined in clause (b) of sub-rule (1) of rule (2) of the Auction Rules)]¹ through e-auction in respect of minerals which vest in the government other than minerals specified in Part A or Part B of the First Schedule of the Act and minor minerals as defined in clause (e) of section 3 of the Act.
- 3.2. In exercise of powers conferred by the section 13 of the Act, the Central Government has notified the Mineral (Auction) Rules, 2015 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, for e-auction for grant of a [mining lease/composite licence] over the Concession Area.
- 3.4. The e-auction would be conducted in accordance with the Act, the Auction Rules, the Minerals (Evidence of Mineral Content) Rules, 2015, any other order or notification issued by the Central Government pursuant to the Act and this Tender Document.

4. The Concession Area

- 4.1. The following information regarding the Concession Area is included in a separate “**Information Memorandum**” attached along with this Tender Document as Schedule V,-
- (i) precise map of the Concession Area identified including geographical co-ordinates, revenue survey particulars, demarcated using total station and differential global positioning system and divided into forest land, land owned by the State Government and land not owned by the State Government;
 - (ii) estimated mineral resources of minerals found in the identified Concession Area determined pursuant to the Minerals (Evidence of Mineral Content) Rules, 2015;

¹ Note: If the e-auction is for mining lease, delete composite licence and vice-versa, in this clause and elsewhere in this Tender Document.

- (iii) [an indicative list of clearances and permissions required to be obtained with respect to such area for commencing mining operations]; and
 - (iv) the geological report of the Concession Area.
- 4.2. Bidders are strongly encouraged to review the Information Memorandum.

5. Eligibility

Pursuant to Rule 6 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 which is quoted² below:

“5. Restrictions on the grant of prospecting licences or mining leases

(1) A State Government shall not grant a reconnaissance permit, prospecting licence or mining lease 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:

Provided that in respect of any mineral specified in Part A and Part B of the First Schedule, no reconnaissance permit, prospecting licence or mining lease shall be granted except with the previous approval of the Central Government.

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.

(2) No mining lease shall be granted by the State Government unless it is satisfied that--

² Note: State Government to ascertain that the quoted text conforms to Section 5 of the Act as existing on the date of publication of the Tender Document.

(a) *there is evidence to show the existence of mineral contents in the area for which the application for a mining lease has been made in accordance with such parameters as may be prescribed for this purpose by the Central Government;*

(b) *there is mining plan duly approved by the Central Government, or by the State Government, in respect of such category of mines as may be specified by the Central Government, for the development of mineral deposits in the area concerned.*

Provided that a mining lease may be granted upon the filing of a mining plan in accordance with a system established by the State Government for preparation, certification, and monitoring of such plan, with the approval of the Central Government.”

(b) The Bidder must meet the terms and conditions regarding eligibility as stipulated in Schedule I of the Auction Rules for e-auction of Concession Area for grant of mining lease or composite licence as the case may be, as quoted³ below:

“1 The following net worth requirements shall be applicable for an auction of mining lease depending on the Value of Estimated Resources,-

(a) *If the Value of Estimated Resources is more than Rupees 25 Crores, the applicant, including an individual, shall have a net worth more than 4% of Value of Estimated Resources.*

(b) *If the Value of Estimated Resources is less than or equal to Rupees 25 Crores, the applicant, not being an individual, shall have a net worth more than 2% of Value of Estimated Resources.*

(c) *If the Value of Estimated Resources is less than or equal to Rupees 25 Crores, the applicant, being an individual, shall have a minimum net worth of 1% of the Value of Estimated Resources.*

³ **Note: State Government to ascertain that the quoted text conforms to Schedule I of the Auction Rules as existing on the date of publication of the Tender Document.**

- 2 *In case of auction of Composite Licence, the applicant must have a net worth of more than 1% of the Value of Estimated Resources.*

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 must 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 immediately preceding financial year.*

- (3) *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/ Post Office, free and un-encumbered Fixed Deposits in Scheduled Banks, Post Office, Listed Companies/Government Organisation/Public Sector Undertaking of State and 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 in the name of Applicant.”*

- (c) [Any additional eligibility condition if prescribed by the State Government pursuant to sub-rule (2) of rule 6 of the Auction Rules to be specified here.]⁴
- (d) [The Concession Area has been reserved for [particulars of the end use]⁵ as the specified end use pursuant to the proviso to sub-section (6) of Section 10B of the Act read with sub-rule (3) of rule 6 of the Auction Rules.]⁶
- (e) The eligibility conditions shall be used only for the purposes of determination of eligibility for participating in the e-auction. The Successful Bidder shall be decided solely on the basis of Final Price Offer submitted by the eligible Bidders.

⁴ Note: To be deleted in case the State Government does not prescribe any additional eligibility condition pursuant to provisions of sub-rule (2) of rule 6 of the Auction Rules.

⁵ Note: Pursuant to sub-rule (3) of rule 6 of the Auction Rules the State Government may prescribe a specified end use including the end use as specified in Schedule II of the Auction Rules.

⁶ Note: To be deleted if the State Government, in terms of sub-rule (3) of rule 6 of the Auction Rules, has not reserved the Concession Area for a specified end use.

6. Review period and site visit

- 6.1. Pursuant to sub-rule (3) of Rule 9 of the Auction Rules, the Bidders shall be provided a fixed period of [days] to study the Tender Document and the bidding process shall commence only after such period of [days].
- 6.2. Such period of [days] would commence on [date of NIT] and would end on [date].
- 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.
- 6.4. This Tender Document does not however give the unconditional or unrestricted right to access the Concession Area or the right to the Bidders to prospect for minerals. The site visit must be in compliance with Applicable Law and rights of person(s) having surface rights over the Concession Area.
- 6.5. In the event a Bidder undertakes a site visit, then such Bidder shall be liable towards any loss or damage caused to the site and/or the person(s) having surface rights over the Concession Area, on account of any act or omission of such Bidder or its employees, authorised representatives, agents, advisors etc.
- 6.6. The site visit to the Concession Area shall be conducted with prior notice to the State Government through the following email address [designated email id of the State Government for the particular e-auction].

7. Pre-bid conference

- 7.1. 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 by e-mail to the State Government to [designated email id of the State Government for the particular e-auction] 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 Concession Area]”.
- 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 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 12 for receiving queries.
- 7.6. The State Government shall endeavour to respond to the queries within the period specified in Clause 12. 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.

- 7.7. The State Government shall publish the queries for which response has been provided on a website, without identifying the source of queries.
- 7.8. Pre-bid conference(s) of the Bidders shall be convened at the designated date as mentioned in Clause 12 at a time and place specified by the State Government. Only those persons who have purchased the Tender Document shall be allowed to participate in the pre-bid conferences.
- 7.9. A maximum of three representatives of each Bidder shall be allowed to participate on production of duly issued authority letter from the Bidder and identity documents. During the course of pre-bid conference(s), the Bidders may seek additional clarifications and make suggestions for consideration of the State Government.
- 7.10. 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.
- 7.11. The State Government may also on its own motion, if deemed necessary, issue interpretations and clarifications to all 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. Tender process

- 8.1. Pursuant to sub-rule (4) of Rule 9 of the Auction Rules, the e-auction shall be an ascending forward online electronic auction and shall comprise of the following two rounds:

A. First round of e-auction

- (a) In the first round, the Bidders shall be required to submit on or prior to [*exact date and time*] (“**Bid Due Date**”):
 - (i) the Technical Bid; and
 - (ii) initial price offer, which shall be a percentage of Value of Mineral Despatched and must be equal to or greater than the Reserve Price as specified in Clause 9.The Technical Bid and the initial price offer must be submitted electronically as provided in Schedule III (*Technical details regarding electronic auction*).
- (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 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 one Technical Bid has been made by the Bidder;
- (vii) the initial price offer is equal to or greater than the Reserve Price; and
- (viii) 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 and whose initial price offer is equal to or greater than the Reserve Price and whose bids meet the requirements under this Tender Document shall be declared as the “**Technically Qualified Bidders**”.
- (d) The highest initial price offer amongst the Technically Qualified Bidders shall be the floor price for the second round of online electronic auction (“**Floor Price**”).
- (e) The Technically Qualified Bidders shall be ranked on the basis of the descending initial price offer submitted by them. On the basis of such ranking the Technically Qualified Bidders, holding first fifty per cent of the ranks (with any fraction rounded off to higher integer) or the top five Technically Qualified Bidders, whichever is higher, shall be considered to be qualified for participating in the second round of online electronic auction (the “**Qualified Bidders**”). Intimation shall be restricted only to the Qualified Bidders.

Provided that where the total number of technically qualified bidders is less than three, then no technically qualified

bidder shall be considered to be qualified bidder and the e-auction process shall be annulled:

Provided further that the State Government may, in its discretion, decide not to annul the e-auction process if even in the third or subsequent attempt the total number of technically qualified bidders continues to be less than three and the State Government may, in such case, decide to consider the technically qualified bidders as qualified bidders so as to continue with the bidding process:

Provided also that if the number of technically qualified bidders is between three and five, then all the technically qualified bidders shall be considered as qualified bidders:

Provided also that in the event of identical initial price offers being submitted by 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 fifty per cent. shall stand enhanced to fifty per cent. plus the number of technically qualified bidders, whose initial price offers are identical less the number of such identical initial price offers.

Illustration:

- (i) In the event there are a total of ten Technically Qualified Bidders, and each Technically Qualified Bidder submits different initial price offer, then the Technically Qualified Bidders holding the first fifty per cent. of ranks shall be considered to be Qualified Bidders.
- (ii) In the aforementioned case, if three Technically Qualified Bidders submit the same initial price offer and are ranked in first fifty per cent. of the total number of ranks, then all the three Technically Qualified Bidders shall be considered to be Qualified Bidders and the total number of Qualified Bidders shall stand increased by two.
 - a. 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.

- b. 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/permitted 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.
- c. 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.

B. Second round of e-auction

- (a) In the second round, the Qualified Bidders may submit their final price offers which shall be a percentage of Value of Mineral Despatched (the “**Final Price Offer**”) which must be greater than the Floor Price. 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 electronic auction*).
- (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 one Final Price Offer on the electronic auction platform, the Bid Security of the Qualified Bidder(s) who has submitted the highest Initial Price Offer i.e. the applicable Floor Price for the second round of e-auction, shall be forfeited in accordance with Clause 15.6.
- (c) The Qualified Bidder who submits the highest Final Price Offer shall be declared as the “**Preferred Bidder**” immediately on conclusion of the e-auction.

- 8.2. The mining lease shall be for minerals found in the area pursuant to exploration prior to the e-auction:
Provided that where, subsequent to the e-auction, any new mineral is discovered, then the holder of mining lease shall follow the provisions of the Mineral Concession Rules, 1960 for inclusion of such new mineral in the Mining Lease Deed.
Where, prior to the e-auction or subsequent to the e-auction, presence of minor mineral is established or discovered, such minor minerals shall be dealt in accordance with such rules made by the State Government under section 15 of the Act.
- 8.3. [As mentioned in the Information Memorandum, the Concession Area also contains the following minor minerals:
particulars of the minor minerals.]⁷
- 8.4. State Government to prescribe the manner in which the minor mineral would be extracted and payments related thereto in consonance with rules made by the State Government under section 15 of the Act.

9. Reserve Price

- 9.1. The Reserve Price is [percentage to be prescribed by the State Government] per cent. of Value of Mineral Despatched. The “**Value of Mineral Despatched**” shall be an amount equal to the product of,-
- (i) mineral despatched in a month; and
 - (ii) sale price of the mineral (grade-wise and State-wise) as published by Indian Bureau of Mines for such month of despatch.

10. Declaration of Successful Bidder and grant of mining lease⁸

Pursuant to Rule 10 of the Auction Rules, the mining lease shall be granted to the Successful Bidder in the following manner:

10.1. Issuance of letter of intent:

A letter of intent shall be issued by the State Government to the Preferred Bidder upon payment of the first instalment of the Upfront Payment which is INR [amount in figures] (Rupees [amount in words]).

10.2. Declaration as a Successful Bidder:

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

- (a) continuing to be in compliance with all the terms and conditions of eligibility;
- (b) payment of the second instalment of the Upfront Payment which is INR [amount in figures] (Rupees [amount in words]);
- (c) furnishing the Performance Security pursuant to the Auction Rules, valid for the period specified in the MDPA, for an amount equal to

⁷ Note: To be deleted if the Concession Area does not have minor minerals.

⁸ Note: To be retained if e-auction is for mining lease. To be deleted if e-auction is for composite licence.

INR [amount in figures] (Rupees [amount in words]). Pursuant to sub-rule (1) of rule 12 of the Auction Rules, the Performance Security shall be adjusted every five years so that it continues to correspond to 0.50% of the reassessed value of estimated resources determined in accordance with the Auction Rules. In such case, bank guarantee constituting the Performance Security shall be substituted with another bank guarantee of the same value issued in accordance with this Clause 10.2, which is for the revised amount or if the Performance Security has been provided through a security deposit, additional amount towards security deposit shall be provided;

- (d) satisfying the conditions specified in clause (b) of sub-section (2) of section 5 of the Act with respect to a mining plan; and
- (e) [satisfying such other conditions as may be specified by the State Government with the prior approval of the Central Government.]⁹

10.3. Execution of Mine Development and Production Agreement:

The State Government and the Successful Bidder shall enter into the MDPA upon the Successful Bidder having obtained all consents, approvals, permits, no-objections and the like as may be required under Applicable Law for commencement of mining operations.

10.4. Grant of mining lease:

Subsequent to execution of the MDPA, the Successful Bidder shall pay the third instalment of the Upfront Payment which is INR [amount in figures] (Rupees [amount in words]). Upon such payment the State Government shall grant a mining lease to the Successful Bidder within a period of 30 days from the date of payment. The date of the commencement of the period for which a mining lease is granted shall be the date on which a duly executed mining lease is registered.

11. Declaration of Successful Bidder and grant of composite licence¹⁰

Pursuant to rule 18 of the Auction Rules, the composite licence shall be granted to the Successful Bidder in the following manner:

11.1. Issuance of letter of intent:

Upon completion of the e-auction process, the Preferred Bidder shall submit Performance Security in the manner specified in rule 19 of Auction Rules. Upon receipt of such Performance Security, the State Government may issue a letter of intent to the Preferred Bidder. Upon receipt of the letter of intent the Preferred Bidder shall be considered to be the “**Successful Bidder**”.

11.2. Grant of composite licence followed by mining lease:

⁹ Note: To be inserted in case the State Government has obtained the approval of Central Government prior to issue of this Tender Document.

¹⁰ Note: To be retained if e-auction is for composite licence. To be deleted if e-auction is for mining lease.

- (a) On receipt of the letter of intent the Preferred Bidder shall be considered to be the “**Successful Bidder**” upon fulfilment of the following conditions:
- (i) compliance with all the eligibility conditions;
 - (ii) obtaining all consents, approvals, permits, no-objections and the like as may be required under Applicable Law for commencement of prospecting operations; and
 - (iii) submitting the Scheme of prospecting.
- (b) Upon fulfilment of the conditions listed in clause (a) the State Government shall grant a composite licence to the Successful Bidder.
- (c) The holder of composite licence shall be eligible to receive a mining lease pursuant to the provisions of the Act and the Auction Rules.

12. 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.

S. No.	Event Description	Estimated Time (Days)	
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 website	T ₀ (For ML)	T ₀ (For Composite Licence)
2.	Commencement of sale of Tender Document.	T ₀	T ₀
3.	Last date for sale of Tender Document.	T ₀ +15	T ₀ +15
4.	Last date of receiving queries from Bidders	T ₀ +25	T ₀ +25
5.	Pre-bid conference.	T ₀ +30	T ₀ +30
6.	Last date for responses to queries by the State Government	T ₀ +40	T ₀ +40
7.	Bid Due Date (Technical + initial price offer) [State Government to specify exact time]	T ₀ +45	T ₀ +45
8.	Opening of the Technical Bids.	T ₀ +46	T ₀ +46
9.	Start date for examination of the Technical Bids	T ₀ +46	T ₀ +46
10.	Announcement of the Technically Qualified Bidders	T ₀ +60	T ₀ +60
11.	Training and mock-auctions for all the Technically Qualified Bidders on e-auction platform by the e-auction platform provider	T ₀ +62	T ₀ +62
12.	Opening of initial price offers of Technically Qualified Bidders and intimation of Qualified	T ₀ +65	T ₀ +65

S. No.	Event Description	Estimated Time (Days)	
	Bidders two days prior to the scheduled date of e-auction of the respective mineral block (to Qualified Bidders only)		
13.	Conduct of ascending forward electronic auction and submission of Final Price Offer on the electronic auction platform	T ₀ +67	T ₀ +67
14.	Announcement of Preferred Bidder	T ₀ +67	T ₀ +67
15.	Payment of first instalment (10%) of Upfront Payment by the Preferred Bidder for mining lease. Or payment of Performance Security in case of composite licence	T ₀ +97	T ₀ +97
16	Issuance of letter of intent by State Government	T ₀ +105	T ₀ +105
Stage II after Preferred Bidder obtains all necessary clearances/approvals from various government agencies/departments			
1.	Applicable for mining lease only – submission of Performance Security and mining plan along with second instalment (10%) of Upfront Payment by the Preferred Bidder to become Successful Bidder. [Applicable to composite licence – submission of Performance Security and prospecting scheme]	T ₁	T ₁
2.	Issuance of order by State Government acknowledging as the Successful Bidder	T ₁ +10	T ₁ +10
3.	Applicable for mining lease only – Mine Development Production Agreement (MDPA) to be executed between State Government & Successful Bidder after payment of third instalment (80%) of Upfront Payment; mining lease to be executed by State Government. Successful Bidder to become holder of mining lease. [Applicable for composite licence – signing of composite licence deed.]	T ₁ +20	T ₁ +10

13. Payments by the Successful Bidder ¹¹

13.1. Upfront Payment

¹¹ Note: Applicable in case of a Mining Lease

The Upfront Payment paid by the Successful Bidder shall be adjusted in full against the amount payable in accordance with the percentage of Value of Mineral Despatched quoted as the Final Price Offer within the first 5 years of commencement of production of mineral(s).

13.2. Periodic payments

A holder of mining lease shall make such payments as specified in rule 13 of the Auction Rules. It is clarified that, the holder of mining lease shall make monthly payments with respect to the Value of Mineral Despatched or the minimum production requirement as specified in the MDPA, whichever is higher.

14. General conditions regarding tender process

14.1. Submission of Technical Bid

14.1.1. The Technical Bid shall comprise of the following:

- (a) Bid letter in the format specified in Part B of Schedule I (*Format of bid letter*);
- (b) Bid Security in form of a bank guarantee for an amount equal to INR [amount in figures] (Rupees [amount in words]) in the format specified in Part C of Schedule I (*Format of Bid Security*), which shall be subject to Clause 15;
- (c) In case of Bidder being a company, a power of attorney in the format specified in Part D of Schedule I (*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, power of attorney would not be required but such individual must personally sign;
- (d) Affidavit in the format specified in Part E of Schedule I (*Format of affidavit*); and
- (e) In case of Bidder being a company, duly certified copy of the corporate authorisation, such as board resolution to participate in the tender process and submit a bid.

14.1.2. The Technical Bid shall be submitted on the electronic platform and the duly executed original physical copies must be sent 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.

[Designated address of the State Government for the purpose of particular e-auction.]

14.2. 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.

14.3. 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.

14.4. Overriding effect

If there is a conflict between the [mining lease which is inclusive of the MDPA / prospecting licence-cum-mining lease] and this Tender Document, the [mining lease which is inclusive of the MDPA /prospecting licence-cum-mining lease] would have overriding effect.

14.5. 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.

14.6. Verification of information by the Bidders

14.6.1. 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, or a ground for termination of the MDPA by the Successful Bidder; and
- (f) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

14.7. Verification by the State Government and disqualification

14.7.1. 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.

14.7.2. The State Government reserves the right to reject any bid, and appropriate the entire Bid Security if:

- (a) at any time, a misrepresentation is made or uncovered,
- (b) 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
- (c) any act or omission of the 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.

14.7.3. Any rejection of a bid under Clause 14.7.2 may lead to the disqualification of the Bidder for bidding for any e-auction or allotment conducted by the State Government for a period of 5 years starting from the date of appropriation of the Bid Security or any other earlier date specified by the State Government.

14.7.4. 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.

14.8. Amendment of Tender Document

14.8.1. 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.

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

14.8.3. 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 14.9.

14.9. Bid Due Date and extension

14.9.1. Technical Bids should be uploaded and the documents required to be submitted physically in original pursuant to Clause 14.1.2 must be received 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.

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

14.10. Modifications/ substitution/ withdrawal of bids

14.10.1. 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 on or after the Bid Due Date, unless the same has been expressly sought by the State Government.

14.11. Rejection of bids

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

14.11.2. 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.

14.11.3. 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.

14.11.4. 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 in conforming to the terms of Clause 8.1(A)(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.

14.12. Validity of bids

14.12.1. The initial price offer shall be valid for a period of 180 days from the Bid Due Date. If the second round of e-auction is not conducted within

a period of 180 days from the Bid Due Date, then the e-auction process will be annulled and the State Government will refund the price of Tender Document to the Bidders.

14.13. 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.

14.14. 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.

15. Bid Security

- 15.1. The Bidder shall furnish as part of its Technical Bid, a security in the form of a bank guarantee payable at [capital of the state] by 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, in favour 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 240 days from the Bid Due Date, inclusive of a claim period of 60 days, and may be substituted with another bank guarantee of the same value issued in accordance with this Clause, which is valid for an extended period as may be mutually agreed between the State Government and the Bidder from time to time.
- 15.2. The Bid Security shall be for INR [amount in figures] (Rupees [amount in words]).
- 15.3. Save and except as provided in this Tender Document, the Bid Security of unsuccessful Bidders will be returned by the State Government, without any interest, as promptly as possible.
- 15.4. The Successful Bidder's Bid Security will be returned, without any interest, upon furnishing of the Performance Security in accordance with the provisions thereof.
- 15.5. 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.

- 15.6. 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 less than the Reserve Price;
 - (b) If a Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice as specified in Clause 16 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) In the case of Successful Bidder, if it fails within the specified time limit to furnish the Performance Security and make payment of Upfront Payment within the period prescribed in this Tender Document; or
 - (e) If the e-auction process is annulled due to non-submission of at least one Final Price Offer on the electronic e-auction platform, by the Qualified Bidder(s) who has submitted the highest Initial Price Offer i.e. the applicable Floor Price for the second round of e-auction.

16. Fraud and Corrupt Practices

- 16.1. 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 mining lease. Notwithstanding anything to the contrary contained herein, the State Government may reject a bid, withdraw the mining lease, or terminate the MDPA, 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 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.
- 16.2. Without prejudice to the rights of the State Government under Clause 16.1 hereinabove and the rights and remedies which the State Government may have under the mining lease or the MDPA, 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 mining lease or the execution of the MDPA, such 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 years from the date such 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.

16.3. 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 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 mining lease or after the execution of the MDPA, 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.

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.

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 Part B (*Format of bid letter*);
- (b) Bid Security in form of a bank guarantee for an amount equal to INR [amount in figures] (Rupees [amount in words]) in the format specified in Part C (*Format of bid security*);
- (c) In case of Bidder being a company, a power of attorney in the format specified in Part D (*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, power of attorney would not be required but such individual must personally sign; and
- (d) Affidavit in the format specified in Part E (*Format of affidavit*).

All the aforementioned documents are required to be uploaded on the electronic e-auction platform and the original physical copy must be dispatched in accordance with Clause 14.1.2 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. Bid letter

(1) 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 firm or other association of individuals. In case the Bidder is an individual, it may be printed on plain paper.
- (b) The bid letter must be signed by a duly authorized representative of the Bidder, in case the Bidder is a company. In case the Bidder is an individual, the Bidder must personally sign the bid letter.
- (c) The corporate authorisation of the authorised signatory of the Bidder (which is a company) must be enclosed with the bid letter. It is recommended that the Bidder may authorise one person to deal with all matters related to bid. However, if the Bidder has authorised more than one person, then the corporate authorisation of all such persons 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 one of the directors of the Bidder, in case the Bidder is a company, or self-attested in case the Bidder is an individual. Such documents must include:

- (i) Certificate of registration of the Bidder which is a company, or copy of passport or other nationality document in case Bidder is an individual.
- (ii) In case the Bidder is a firm or association of individuals, the constituents documents along with particulars of all the members of the firm or association. In such case each member of the firm or association would be required to comply with the requirements prescribed in the Tender Documents with respect to submission of documents.
- (iii) [Turnover and net worth certificate issued by: (a) statutory auditors of the Bidder (which is a company); or (b) a chartered accountant or a merchant banker registered with the Securities and Exchange Board of India – in case Bidder is an individual.] OR¹² [Certificate regarding the total amount as closing cash balance issued by a chartered accountant or a merchant banker registered with the Securities and Exchange Board of India.]
- (iv) [Documents to evidence the requirements of minerals for the specified end-use]¹³.
- (v) Particulars of mining lease, reconnaissance permit or prospecting licence held by the Bidder for the purpose of section 6 of the Act.

(2) Format of bid letter

[date]

To
[Name and address of State Government]

Sub: Bid letter for participation in e-auction for grant of mining lease for [name of the Concession Area.]

Dear Sir,

With reference to your Tender Document dated [date], I, having examined the Tender Document and understood their contents, hereby submit my 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. We have reviewed the terms of the Tender Document and hereby unconditionally and irrevocably accept, agree and acknowledge the terms thereof.

¹² Note: Delete whichever is not applicable.

¹³ Note: To be deleted if the State Government has not specified any end use.

3. 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 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 our participation in the tender process and possible selection as Successful Bidder.
5. We hereby confirm that we satisfy all the eligibility conditions prescribed in the Tender Document. Specific confirmations with respect to our compliance with the eligibility conditions are provided below:
 - (a) [Insert separate paragraphs for compliance with each of the eligibility conditions] of the Tender Documents, with specific reference to enclosed documents as mentioned in the instructions.]
6. We hereby acknowledge that if we submit or produce any document and it is discovered subsequently that such document was false or incorrect then we shall be liable under the Applicable Law for the time being in force.
7. [State Government to specify additional statements to confirm compliance with end-use requirements, if so specified by the State Government.]
8. 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.
9. I acknowledge the right of the State Government to reject 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, our right to challenge the same on any account whatsoever.
10. We declare that:
 - a) We have examined and understood the Act, all rules framed thereunder, the Tender Document and all documents referred therein including the Information Memorandum;
 - b) We have examined and have no reservations to the Tender Document, including any addendum issued by the State Government;
 - c) 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) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 16 of the Tender Document, no person acting for us or on our behalf has engaged or will engage in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice.
11. 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.
 12. We hereby irrevocably waive any right or remedy which 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.
 13. In the event of we being declared as the Successful Bidder, we agree to enter into MDPA and other documents in accordance with the Tender Document and pay such amounts and provide such security as required therein
 14. We have ensured compliance the Tender Document and to the best of our knowledge this bid is conforming to the terms thereof.
 15. We agree and understand that the Bid is subject to the provisions of the Tender Document. In no case, we shall have any claim or right of whatsoever nature if the mining lease is not awarded to us or our bid is not opened or rejected.
 16. The initial price offer has been quoted and the Final Price Offer shall be quoted by us after taking into consideration all the terms and conditions stated in the Tender Document, MDPA, our own estimates of costs and feasibility and after a careful assessment of the geological and other information, the Information Memorandum and the proposed mining lease and all the conditions that may affect the utilisation of minerals.
 17. We shall keep this offer valid for 180 days from the Bid Due Date specified in the Tender Document or such extended duration as may be agreed with State Government

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

Yours faithfully,

(Signature, name and designation of the Authorised signatory)

Name and seal of Bidder

Date:

Place:

Enclosed:

(a) [list and description of documents enclosed]

C. Bid Security

(1) 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] (Rupees [amount in words]).
- (b) The Bid Security may be issued at any place in India by 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, but must be payable at [capital of the state].
- (c) The Bid Security must have a validity period of not less than 240 days from the Bid Due Date, inclusive of a claim period of 60 days.
- (d) The Bid Security must be stamped in accordance with Applicable Law.

(2) Format of Bid Security

[Bank Guarantee. No.]

[date]

1. In consideration of you, being the State Government of [Name of State] (“**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 [date], the bid of [name and address of the Bidder] (“**Bidder**”), for the e-auction pursuant to the Tender Document dated [date] (“**Tender Document**”), we [Name of the Bank] having our registered office at [address of the registered office] and one of its branches located at [name and address of the branch] (“**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 [amount in figures] (Rupees [amount in words]) (“**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 [amount in figures] (Rupees [amount in words]).
 4. This Guarantee shall be irrevocable and remain in full force for a period of 240 days from the Bid Due Date i.e. [date] inclusive of a claim period of 60 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 along with branch address] 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 [amount in figures] (Rupees [amount in words]).
 - b. This Guarantee shall be valid up to [date].

Signed and Delivered by Bank

D. Power of attorney

(1) 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 in issued in accordance with the constitutional documents of the Bidder after obtaining all corporate approvals as may be required. The extract of constitutional documents

and certified copies of the corporate approvals 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.
- (d) The power of attorney must be issued in the name of a person who is in full time employment of the Bidder.

(2) Format of power of attorney

Know all men by these presents, We, [name and address 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 us and holding the position of [designation], as our true and lawful attorney (“**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the [Name of Block] mineral block (“**Mineral Block**”) in response to the Tender Document, dated [date] issued by State Government of [Name of State] (“**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 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 our bid for the Mineral Block and/or upon award thereof to us and/or till the entering into Mine Development and Production Agreement with the State Government and grant of mining lease. AND 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 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 our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us. In witness whereof we, [name of Bidder], the above named principal have executed this power of attorney on this [date].

For.....
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

[particulars of notarisation]

E. Affidavit

(1) Instructions for submission of the affidavit

- (a) The affidavit must be executed in India in accordance with Applicable Law and it must be in issued in accordance with the constitutional

documents of the Bidder after obtaining all corporate approvals as may be required. The extract of constitutional documents and certified copies of the corporate approvals must be enclosed with the power of attorney. In case of Bidder being an individual, the affidavit must be personally signed by the Bidder

- (b) The affidavit must be stamped in accordance with Applicable Law.
- (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.

(2) Format of Affidavit

Affidavit

I, [name] aged [age] years, resident of [address] [working as [designation] an authorised signatory on behalf of [name of the Bidder]] (“**Bidder**”) hereby state as under:

- 1. I am the [designation of the deponent] of the Bidder. I am conversant with the facts and circumstances surrounding the subject of this affidavit [and have been authorized to depose to the same pursuant to the power of attorney dated [date] 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 [name of the Mineral Block].
- 2. [Insert separate paragraphs for each document brought on record on the website of the e-auction platform or physically submitted with the State Government, in a chronological sequence].
- 3. That nothing has been concealed in the information submitted as mentioned above.

Solemnly affirmed and verified on this [day] day of [month] [year] at [place].

(Signature)

Name, Designation & Seal

VERIFICATION

I, [name], [the [designation of the deponent] of] the Bidder above named, having my office at [address], do hereby solemnly declare that what is stated above in paragraphs [1] to [number] are on the basis of the books and records of the Bidders, 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 [place].

Deponent

(Signature)

Name, Designation & Seal

Schedule II: Format for seeking clarification regarding Tender Document

(Applicable only for the Pre-Bid conference before submission of the Technical Bid in response to the Tender Document)

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

Schedule III: Technical details regarding online electronic auction

[Technical details must comply Quality requirements of e-Procurement Systems issued by the Standardisation Testing and Quality Certification Directorate, Department of Information Technology, Ministry of Communications & Information Technology, Government of India]

1. Registration Methodology:

In order to submit Bids for the mineral block, a Bidder shall register itself with the e-auction website of e-auction platform provider. Bidder shall fill an online registration form and create its “user id” and “password” and keep note of the same. Bidder should ensure that the secrecy of its user id and password is maintained at all times and Bidder alone shall be responsible for any misuse of its user id and password. Bidder may also refer to the “Bidder’s Guide” available online on the website of the e-auction platform provider for any assistance.

[E-auction platform provider to provide detailed registration process.]

Bidder should carefully read all the **TERMS & CONDITIONS OF e-AUCTION** provided by the e-auction platform provider.

On successful submission of the online registration Form, Bidder shall receive a confirmation email at the registered email address advising the Bidder to submit the following documents:

(Note: all future correspondence with the bidder will be carried out only be through this registered email id)

1. Self-attested Income Tax PAN Card.
2. Two passport size photographs of the Authorized Signatory.
3. Letter of Authorization from Chairman/MD/Directors/CEO/Company Secretary of a Bidder in favour of the Authorized Signatory in the standard format available in the website. The Authorized Signatory shall be the person who shall be responsible for submission of Bid. For this purpose, the Authorized Signatory will need to be in possession of a Class III signing type digital signature issued by an Indian certifying authority, the details of which shall be provided in this authorization letter.
4. Proof of Identity of the Authorized Signatory in the form of Company ID Card/PAN Card/Voter ID Card/AADHAAR card.
5. Copy of the confirmation email.

Bidders may send scanned copies of the aforementioned documents to e-auction platform provider at the following email address for verification and activation of its account:

[email id of e-auction platform provider for this e-auction]

Once the complete set of aforementioned documents is electronically received from the Bidder, the e-auction platform provider shall activate such Bidder's login after verification / scrutiny of the documents. E-auction platform provider reserves the right to call for additional documents from the Bidder, if required, prior to registration and activation of the Bidder's secure login.

On completion of the above stated registration process, a Bidder shall be able to log in to e-auction platform provider's website.

After activation of login, a Bidder will be issued a "Photo Identity Card" by e-auction platform provider bearing the photograph and signature of the contact person. The Photo Identity Card will be duly authenticated by e-auction platform provider.

2. Downloading information of mineral 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) Mineral 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 mineral block on e-auction.

Subsequent to Bidder registration process with e-auction platform, certain other detailed documents (Particular Tender Document of the mineral 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 of INR [State Government to specify the amount not exceeding 5 Lakh] per mineral block. Bidder shall be able to make payment of the tender document fee through NEFT/RTGS/net banking (through the payment gateway of e-auction platform). The Tender Document shall be sold online mode only through website of e-auction platform provider.

The bidder may note that the files containing information about the mineral blocks can be in various formats like doc, xls, ppt, pdf, jpg, jpeg, zip 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 the e-auction platform provider.

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 mineral block(s).

[E-auction platform provider will provide complete description of online submission of Technical Bid and Initial Price Offer with supporting documents.]

The Bidder has an option to edit Technical Bid and Initial Price Offer as many times as it wishes till the final submission.

The final submission of Technical Bid and the Initial Price Offer shall be digitally signed by the Bidder using the digital signature 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.

The bidder should note that only file(s) submitted for specific mineral block shall be considered for evaluation of the Technical Bid.

Upon successful final submission, 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 e-auction platform provider'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.

Modification / Withdrawal of Bid

After final submission of Bid and before the scheduled closing time for Bid submission on the Bid Due Date, bidder may have an option to modify/withdraw/resubmit a new bid.

(ii) *Offline submission of certain original documents*

The bidders shall submit the following documents 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 [insert name of the mineral block]* and shall indicate the name and address of the Bidder. In addition, the documents shall contain page numbers: *Page [●] of [●]*

- (a) Bid Security in substantially the same format as provided in Schedule I C;
- (b) Power of Attorney in substantially the same format as provided in Schedule I D, including the extract of the charter documents and documents such as a board or shareholders resolution authorizing the execution of this power of attorney; and
- (c) Affidavit in substantially the same format as provided in Schedule I E.

The aforementioned documents shall be submitted at the following address:

[Designated address of the State Government for the purpose of particular e-auction.]

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 the time and date as per Bid Due Date specified in Clause 12.

(iii) Evaluation of Technical Bid

a. Evaluation of Technical Bid

Technical Bids shall be evaluated in the manner provided in the Tender Document. Entire list of Technically Qualified Bidders will be published on the website of State Government and e-auction platform. The e-auction platform provider will conduct training and mock-auctions for all the Technically Qualified Bidders on e-auction platform.

b. Opening of Initial Price Offer

Initial Price Offers shall be opened two days before the scheduled date of e-auction of the respective mineral block.

For example, Initial Price Offers for mineral 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 Clause 8.1A(e).

The list of Qualified Bidders as per top 50% ranking principle (subject to the criteria as specified in the Tender Document) will be sent out to all the Qualified Bidders of the mineral block by an email by the State Government [from the designated email id of the State Government for the particular e-auction] OR [the State Government may advise the e-auction platform provider to send this particular email from the email id of e-auction platform provider]. The Qualified Bidders will also get intimated about their qualification for the second round of electronic auction against specific mineral block(s) through notification in the e-auction platform provider website within their secured login.

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 mineral block which is the highest Initial Price Offers received from the Technically Qualified Bidders.

It shall be the sole responsibility of the Bidder to regularly check the e-auction platform provider website and login to see whether it has qualified for a certain mineral block or not. State Government/e-auction platform provider 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 mineral block. The Qualified Bidder will remain anonymous to other Qualified Bidders participating in the electronic auction process as well as to e-auction platform provider / State Government. The Qualified Bidder will be able to see the prevailing highest Final Price Offer against the mineral block, but the name of the highest Qualified Bidder at any point of time will not be displayed. The Qualified Bidder shall have to put its Final Price Offer over and above the displayed highest bid by a minimum increment of [State Government to specify minimum increment of percentage e.g. 0.05%] to become the highest

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 [(figures) (words) e.g. 10 (Ten)] minutes before the scheduled close time of electronic auction, the close time of electronic auction will be automatically extended by [(figures) (words) e.g. 10 (Ten)] 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 [(figures) (words) e.g. 10 (Ten)] 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 1:05 pm. Again if a Final Price Offer is received at 1:01 pm, the scheduled close time shall be revised to 1:11 pm and so on. In the event that no further Final Price Offer is received till 1:11 pm, the electronic auction will close at 1:11 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 in their own interest are advised to get themselves acquainted with the electronic auction process of e-auction platform provider by getting their Authorized Representative trained beforehand through some demo electronic auctions as per Clause 12.

Digital Signature Certificate

A Bidder shall be required to possess a valid Digital Signature Certificate (DSC) of signing type to be able to submit its Bid and to participate in the electronic auction on e-auction platform provider's website. For this purpose, Bidders shall be required to authorize its Authorized Signatory to procure a class III DSC of signing type from any Certifying Authority or their authorized agencies in India.

The competent authority of the Bidder shall be required to issue a Letter of Authority in favour of the Authorized Representative in the standard format provided on the homepage of the website on e-auction platform provider mentioning therein the serial number of the DSC

of the Authorized Representative. The competent authority shall be one of the following:

- Chairman of the Company
- Managing Director of the Company
- Chief Executive Officer of the Company
- Company Secretary of the Company

The bidder may note that only one user id will be mapped with a given DSC for the Authorised Representative. DSC once mapped with a particular user id of a bidder will normally not be changed and therefore Bidders are advised to carefully select the DSC before forwarding the same to e-auction platform provider for mapping.

The 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 Authorised Representative to maintain the secrecy of the password for the Digital Signature Certificate. The Bidder and its contact person shall be solely responsible for any misuse of the DSC and no complaint / representation in this regard shall be entertained at any stage by e-auction platform provider/State Government.

[The above process description is only for illustration purpose and State Government to specify detailed technical details as applicable depending upon choice of electronic auction platform by the State Government.]

Schedule IV: Format of MDPA

[To be finalised separately and attached to the Tender Document]

Schedule V: Format of Information Memorandum

[Information as required under Clause 4.1 including a Geological Study Report conforming to Parts IV-A and IV-B of the Schedule to the Minerals (Evidence of Mineral Contents) Rules, 2015 to be enclosed]”