TENDER DOCUMENT

E-AUCTION

OF MINING LEASE

FOR

MAGNESITE BLOCK

IN STATE OF UTTARAKHAND

उत्तराखण्ड राज्य

DIRETORATE OF GEOLOGY & MINING,
GOVERNMENT OF UTTARAKHAND

DEHRADUN

TENDER No. :

This Tender Document is non-transferable. The Price of this Tender Document is INR 2,00,000 (Rupees Two Lakh) excluding GST. GST is payable under Reverse Charge Mechanism.

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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 for Magnesite pursuant to the Act and the Rules framed thereunder. All information provided in this Tender Document should be read together with the Act and the Rules framed thereunder. In the event of a conflict between this Tender Document and the Act or the Rules, the Act or the Rules (as amended from time to time), as the case may be, shall prevail.

1.2. The information contained in this Tender Document or subsequently provided to Bidder(s), 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. It is hereby clarified that for the purposes hereof, till the issuance of letter of intent by the State Government to the Preferred Bidder, only Directorate of Geology and Mining, State Government is authorized to issue any communication hereunder and only a written communication from the Directorate of Geology and Mining, State Government shall be considered as an official communication by the State Government. The said written communication will also be uploaded (till the issuance of letter of intent by the State Government to the Preferred Bidder) on the e-auction website of uktenders.gov.in.

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. The State Government may impose such other conditions in the MDPA, Mining Lease, or letter of intent as may be considered by the State Government to be in the interest of mineral development and in public interest.

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.

1.11. In case the day of completion of any requirement is falling due on a public holiday, the day of completion shall be deemed to be due on the next successive working day. The expression “public holiday” includes Saturday, Sunday and any other day declared to be a public holiday by the Central Government or the State Government, as the case may be.

1.12. Each Bidder shall be responsible for any problem at the Bidder's end like failure of electricity, loss of Internet connection, any trouble with Bidder's computer etc. which may cause inconvenience or prevent the Bidder from bidding in e- auction.

1.13. Bidders shall note that at the time of execution of the Mining Lease, area and block boundary demarcated through DGPS survey shall prevail irrespective of any variation in Khasra Number at the time of executing the Mining Lease.

1.14. The geological report includes in this tender documentation contains inferred mineral resources. An Inferred Mineral Resource (122) is characterized by limited sampling and is assumed to be part of the mineral resource for which the quality, quantity, and mineral content can be estimated with a low level of confidence. This classification is derived from geological evidence but lacks verification though geological or grade

continuity studies. It relies on limited information that may possess uncertain quality, quantity, and reliability.

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. **"Acceptable Bank"** shall mean a Scheduled Bank as listed in the Second Schedule of the Reserve Bank of India Act, 1934, excluding those listed under the headings of Gramin Banks, Urban Co-operative Banks and State Co- operative Banks.

2.2. "**Act**" means the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957) as amended from time to time.

2.3. "**Applicable Law**" shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India at the relevant point in time.

2.4. "**Auction Rules**" mean the Mineral (Auction) Rules, 2015 as amended from time to time.

2.5. "**Authorised Signatory**" shall mean the individual representing a Bidder who has been duly authorized on behalf of such Bidder to execute and submit the Bid in accordance with the terms hereof, as set forth in Clause 13.1.1 (c).

2.6. "**Bidder**" means a person who has purchased this Tender Document, and the expression Bidders shall include all such persons.

2.7. "**Bid Due Date**" shall mean the date on which the Technical Bid and the initial price offer is required to be submitted in accordance with Clause 8.1A(a).

2.8. "**Bid Security**" shall have the meaning given to such expression in Clause 14.

2.9. "**Final Price Offer**" shall have the meaning given to such expression in Clause 8.1B(a).

2.10. "**Floor Price**" shall have the meaning given to such expression in Clause 8.1A(d).

2.11. "**Information Memorandum**" means the information memorandum provided separately containing amongst others, information specified in Clause 4.1.

2.12. **"MDPA"** means the Mine Development and Production Agreement in the format as specified in Schedule IV (*Format of MDPA*).

2.13. "**Mineral Block**" means [Dungra Block]

2.14. "**Performance Security**" means a FDR issued by the Scheduled bank.

2.15. "**Preferred Bidder**" shall have the meaning given to such expression in Clause 8.1B(c) or, as the case may be, in Clause 10.1.3.

2.16. "**Qualified Bidders**" shall have the meaning given to such expression in Clause 8.1A(e).

2.17. "**Reserve Price**" shall be as provided under Clause 9.

2.18. "**Rules**" shall, as the context may require, mean the Auction Rules and/or the Minerals (Other than Atomic and Hydro Carbons Energy Minerals) Concession Rules, 2016 and/or the Minerals (Evidence of Mineral Contents) Rules, 2015 and/or any other rules (including any amendments thereof) formulated under the Act, as maybe applicable at

any point of time.

2.19. "**Section**" means Section of the Act.

2.20. "**State Government**" means Government of Uttarakhand.

2.21. "**Successful Bidder**" shall have the meaning given to such expression in Clause 10.2.

2.22. "**Technical Bid**" shall have the meaning given to such expression in Clause 8.1A(a)(i).

2.23. "**Technically Qualified Bidders**" shall have the meaning given to such expression in Clause 8.1A(c).

2.24. "**Tender Document"** means this tender document together with the schedules and documents referred to herein, including the Information Memorandum and any addenda to this Tender Document.

2.25. "**Upfront Payment**" means an amount equal to INR 6,87,045.00 (Rupees Six Lakh Eighty Seven Thousand Forty Five Only) payable pursuant to the Auction Rules.

2.26. "**Value of Estimated Resources**" means an amount equal to the product of, -

i. the estimated quantity of mineral resources for which the Mineral Block is being auctioned, expressed in metric tonne; and

ii. the average price per metric tonne of such mineral as published by Indian Bureau of Mines for the relevant State for a period of 12 (twelve) months immediately preceding the month of computation of the Value of Estimated Resources:

Provided that if for any mineral or mineral grade, the average sale price in respect of the relevant State for any month is not published by the Indian Bureau of Mines, the average sale price for the latest month published for such mineral or mineral grade shall be deemed to be the average sale price for the said month for which average sale price is not published:

Provided further that if for any mineral or mineral grade, the average sale price in respect of the relevant State is not published for the entire period of the preceding 12 (twelve) months, then the all India average sale price published for such mineral or mineral grade for the said 12 (twelve) months shall be used.

2.27. "**Value of Mineral Dispatched**" shall have the meaning given to such expression in Clause 9.1.

3. Introduction

3.1. The Act stipulates grant of Mining Lease through e-auction in respect of minerals which vest in the government other than:

i. minerals notified as Minor Mineral(s) specified in clause (e) of Section 3 of the Act;

ii. minerals specified in Part A of the First Schedule to the Act; and

iii. minerals specified in Part B of the First Schedule to the Act having grade equal to or more than the threshold value as specified and notified under the Atomic Minerals Concession Rules, 2016.

3.2. In exercise of powers conferred by Section 13 of the Act, the Central Government has notified the Auction Rules and the Minerals (Evidence of Mineral Contents) Rules, 2015. The Bidders are encouraged to acquaint themselves with the Act and the Rules made thereunder.

3.3. This Tender Document is being issued by the State Government, for e-auction for grant of a Mining Lease over the Mineral Block.

3.4. The e-auction would be conducted in accordance with the Act, the Auction Rules, the Minerals (Evidence of Mineral Content) Rules, 2015 and any other order or notification issued by the Central Government pursuant to the Act, and this Tender Document.

3.5 The Bidders are expected to conduct due diligence regarding the land to be comprised in the mining lease and also familiarize themselves with all Applicable Laws relating to acquisition of rights over such land to be comprised in the mining lease including without limitation, the Act, the Forest Conservation Act, 1980, the Panchayats (Extension to the Scheduled Areas) Act, 1996, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation & Resettlement Act 2013. At the request and cost of the Preferred / Successful Bidder, the State Government may consider providing support (without incurring any obligation whatsoever), in its sole discretion, provide assistance regarding acquisition of land comprised in the Mining Lease.

3.6 Where, at the time of auction of mining lease, the presence of a minor mineral(s) is established, the percentage of Value of Mineral Dispatched as quoted by the successful bidder under sub-rule (3) of rule (8) of Auction Rules shall inter alia be applicable for the purpose of payment to the State Government in respect of each such mineral. The Value of Mineral Dispatched in case of minor mineral(s) shall be calculated based on the sale price of the relevant minor mineral as published by the State Government. Further, such minor mineral(s) shall be governed by Uttarakhand Minor Mineral Concession Rules, 2023 as amended from time to time.

4. The Mineral Block

4.1. The following information regarding the Mineral Block is included in a separate "**Information Memorandum**" attached along with this Tender Document as Schedule-V:

(i) Map of the Mineral Block identified including geographical coordinates, revenue survey details, 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) the geological report of the Mineral Block specifying particulars and estimated mineral resources of *Magnesite* found in the identified Mineral Block; and

(iii) an indicative list of clearances and permissions required to be obtained with respect to such area for commencing mining operations.

(iv) The revenue details are as per the applicant by private land owners, which required further verification with revenue department date before finalization of block boundary.

(v) The block boundary co-ordinates in GR are indicative, however for the final block boundary area, DILR survey and opinion of the revenue department is required to be collected by applicant

4.2. Bidders are strongly encouraged to review the Information Memorandum

4.3. The scheduled date of commencement of production is 3 (three) years from the date of issuance of Letter of Intent.

5. Eligibility

Pursuant to the Act and 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 which is quoted below:

"*5. Restrictions on the grant of mineral concession*

(1) A State Government shall not grant a mineral concession to any person unless such person--

(a) is an Indian national, or company as defined in clause (20) of section 2 of the Companies Act, 2013; 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 mineral concession 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.

Provided further that the previous approval of the Central Government shall not be required for grant of mineral concession or mining lease in respect of the minerals specified in Part A of the First Schedule, where,—

(i) an allocation order has been issued by the Central Government under section 11A; or

(ii) a notification of reservation of area has been issued by the Central Government or the State Government under sub-section (1A) or sub-section (2) of section 17A; or

(iii) a vesting order or an allotment order has been issued by the Central Government under the provisions of the Coal Mines (Special Provisions) Act, 2015.

Provided also that the Mining Lease or mining lease shall not be granted for an area to any person other than the Government,

Government company or corporation, in respect of any minerals specified in Part B of the First Schedule where the grade of such mineral in such area is equal to or above such threshold value as may be notified by the Central Government.

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

(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 Mineral Block for grant of Mining Lease as quoted below. Accordingly, the net worth of the Bidder must be more than INR 6,87,045.00 (Rupees Six Lakh Eighty Seven Thousand Forty five Only), calculated in accordance with the following conditions, as applicable:

a. *If the Value of Estimated Resources is equal or more than Rupees one thousand crore, the applicant, including an individual, shall have a net worth more than 2 percent of Value of Estimated Resources.*
b. *If the Value of Estimated Resources is less than one thousand crore rupees but more than one hundred crore rupees, the applicant, including an individual, shall have a net worth more than 1 percent of Value of Estimated Resources.*
c. *If the Value of Estimated Resources is less than or equal to one hundred crore rupees, the applicant, including an individual, shall have a net worth of more than 0.5 percent of the Value of Estimated Resources. Provided that the net worth requirement shall not exceed two hundred crore rupees.*

Explanation:

(1) In case an applicant is a subsidiary of another company

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

It is clarified that either the net worth of the holding company or the net worth of the subsidiary shall be considered, and not both.

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

(3) In case the notice inviting tender is issued between 1st April to 30th September (both days inclusive) of a year, the audited balance sheet of the financial year before the immediately preceding financial year, from the date of issuance of notice inviting tender, may be submitted by the bidder, if the audited balance sheet of the immediately preceding financial year is not available

(4) In case of an individual, the net worth shall be the closing cash balance on the last date for submission of application, and such amount may include amount in savings bank accounts in Scheduled Bank or Post Office, free and un-encumbered fixed deposits in Scheduled Banks or Post Office, Listed Companies /Government organization or /Public Sector Undertaking of a State and the Central Government, Kisan Vikas Patra, National Saving certificate, Bonds, Shares of Listed Companies, Listed Mutual Funds, Unit Linked Insurance Plan, Public Provident Fund, Surrender Value of Life Insurance policies and unencumbered immovable property in the name of Applicant."

In case of an individual or sole proprietorship, the valuation of un-encumbered immovable property shall be based on the relevant circle rate published by the relevant government authority, and such valuation must be certified by a chartered accountant. The individual or sole proprietorship shall also submit an undertaking, on a stamp paper (as part of the affidavit) of adequate value, stating, *inter alia,* that the immovable property (accounted for calculation of net worth) is un-encumbered and free from all charges (including, but not limited to, lien, mortgage and pledge), and that the said individual or sole proprietorship is the owner of such immovable property.

Further, for computation of Bidder's net worth, if an individual includes

the properties owned by their sole proprietorship, or if the sole proprietorship of such individual includes the properties owned by the individual, then either of the following shall be submitted, as applicable:

(A) A certificate from the bank in which such sole proprietorship has a current account certifying that the individual is the proprietor of the sole proprietorship; or

(B) GST registration certificate clearly showing the details of the sole proprietorship.

The decision of the State Government with respect to the methodology to be used for computing the net worth of any Bidder shall be final and binding on the Bidders.

(c) The eligibility conditions shall be used only for the purposes of determination of eligibility for participating in the e-auction set out in this Tender Document. The Preferred Bidder shall be decided solely on the basis of financial bids submitted by the eligible Bidders. Provided that, the Preferred Bidder/Successful Bidder/holder of Mining Lease shall be obliged to remain in continuous compliance with eligibility conditions provided in this Clause 5 till the execution of the Mining Lease deed, which the State Government may test anytime at its discretion.

(d) The Bidder must comply with Section 6 of Mines and Minerals (Development and Regulation) Act, 1957;

State Government may disallow participation of persons who are holding or may, in the event of becoming highest bidders in the auction, hold the area in excess of the area limit under Section 6 (1) of the MMDR Act at the stage of technical qualification or at the stage of declaration of qualified bidders. It may however be noted that the area limit would be governed as per the provisions under Section 6 (1) of the MMDR Act.

6. Review period and site visit

6.1. Pursuant to sub-rule (3) of Rule 9 of the Auction Rules, the potential bidders shall be provided a fixed period to study the Tender Document and the bidding process shall commence only after such date as mentioned in Clause 11.

6.2. Site Visit would commence on publication of notice inviting tender and would end on Bid- Due Date.

6.3. Potential bidders shall be eligible to visit the Mineral Block. The site visit to the Mineral Block shall be conducted with prior notice to the State Government through the following e-mail address dir.ukdgm@gmail.com The email should clearly bear the following subject line "*Site Visit for* [Dungra Block]".

6.4. During such period, the potential bidders may undertake the site visit to Mineral Block at their cost and risk to ascertain for themselves the site conditions, location, communication, climate, availability of power, and any other matter considered relevant by them.

6.5. This Tender Document does not however give an unconditional or unrestricted right to access the Mineral Block or the right to the potential 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 Mineral Block.

6.6. In the event a potential bidder undertakes a site visit, then such potential bidder shall be liable towards any loss or damage caused to the site and/or the person(s) having surface rights over the Mineral Block, on account of any act of commission or omission of such potential bidder or its employees, authorized representatives, agents, advisors etc.

6.7. Potential bidders are advised to conduct the site visit in the manner specified in Clause 6.3 on or before 17:00 hours (IST) on Bid Due Date.

7. Pre-bid conference

7.1. Potential bidders may seek clarifications or request further information regarding this Tender Document.

7.2. Any queries or requests for additional information concerning this Tender Document may be sent in *.doc, .docx, .xls, .xlsx* format only to the State Government by email to dir.ukdgm@gmail.com 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 "*Dungra Block*".

7.4. Each query should contain complete details of facts, information and Applicable Law relevant to the query and also the particulars of the person posing the query. The State Government reserves the right to not answer any query, including any query which is incomplete or anonymous.

7.5. The queries should be emailed on or before the date specified in Clause 11 for receiving queries.

7.6. It is expressly clarified that no queries may be submitted beyond the last date for receipt of queries as indicated in Clause 11 of this Tender Document.

7.7. The State Government shall Endeavour to respond to the queries within the period specified in Clause 11. However, the State Government reserves the right to not respond to any question or provide any clarification, in its sole discretion, and nothing in this Tender Document shall be taken or read as compelling or requiring the State Government to respond to any question or to provide any clarification.

7.8. The State Government shall publish the queries for which response has been provided on a website, without identifying the source of queries.

7.9. Pre-bid conference(s) of the potential bidders shall be convened on the designated date as mentioned in Clause 11 at a time and place specified by the State Government. The State Government may, at its sole discretion, choose to convene the pre-bid conference through virtual mode (or a hybrid of virtual and physical modes) subject to such conditions as may be notified separately by the State Government.

7.10. A maximum of 2 (two) representatives of each potential bidder shall be allowed to participate on submission of duly issued authority letter from the potential bidder and identity documents.

7.11. 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.

7.12. The State Government may also on its own motion, if deemed necessary, issue interpretations and clarifications to all potential bidders. All clarifications and interpretations issued by the State Government shall be deemed to be part of the Tender Document. Provided, however, that any non-written clarifications and information provided by the State Government, its employees or representatives in any manner whatsoever shall not in any way or manner be binding on the State Government.

8. Bidding Process

8.1. Pursuant to Rule 17 read with 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 attempts of auction with each attempt of auction consisting of a first round of auction and a second round of auction as follows:

A. First round of e-auction

(a) In the first round, the Bidders shall be required to submit on or prior to 17:00 hours (IST) ("**Bid Due Date**"):

(i) The Technical Bid comprising amongst others, documentary evidence to confirm eligibility as per the provisions of Clause 5 hereof, and of the Act and the Rules made thereunder to participate in the auction, bid security and such other documents and payments as may be specified in this Tender Document ("**Technical Bid**"); and

(ii) Initial price offer, which shall be a percentage of Value of Mineral Dispatched 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 online electronic auction*). The duly executed original physical copy of the Technical Bid must be sent to the address specified in Clause 13.1.2 so that they are received on or prior to the Bid Due Date, failing which the Technical Bid shall be deemed to be not received. In case of a conflict between documents submitted electronically and document submitted physically, the documents submitted physically shall prevail. It is clarified that only the Technical Bid is required to be submitted physically, and the Bidders must not submit the initial price offer physically. In case the Bidder submits the initial price offer physically, the Technical Bid and the initial price offer will be summarily rejected. In case the Bidder fails to submit the Technical Bid electronically, the Technical Bid and the initial price offer will be summarily rejected.

(b) The Technical Bid shall be evaluated to ascertain compliance of the Bidder with the eligibility conditions and requirements under this Tender Document. While examining the Technical Bids the State Government may consider such parameters as it may deem relevant, including considerations that the Technical Bid:

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

(ii) is received by the Bid Due Date including any extension thereof;

(iii) is submitted electronically in the manner prescribed in Schedule III (*Technical details regarding online electronic auction*);

(iv) contains all the information (complete in all respects) including the initial price offer as requested in this Tender Document;

(v) does not contain any condition or qualification;

(vi) only 1 (one) Technical Bid has been submitted by the Bidder and its affiliates; or

(vii) is generally considered to be in compliance in terms of any other parameters as may be considered relevant by the State Government.

(c) Only those Bidders who are found to be eligible in accordance with the prescribed eligibility conditions as per Clause 5 of this Tender Document and whose initial price offer is equal to or greater than the Reserve Price and whose Technical Bids meet the requirements under this Tender Document ("**Technically Qualified Bidders**") shall be considered for the second round of the auction.

(d) The 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 50% (fifty per cent) of the ranks (with any fraction rounded off to higher integer) or the top 5 (five) Technically Qualified Bidders, whichever is higher, shall qualify as qualified bidders for participating in the second round of online electronic auction (the **"Qualified Bidders"**). Intimation shall be restricted only to the Qualified Bidders.

Provided that if the number of Technically Qualified Bidders is between 3 (three) and 5 (five), then all the Technically Qualified Bidders shall be considered as Qualified Bidders:

Provided further that in the event of identical initial price offers being submitted by 2 (two) or more Technically Qualified Bidders, all such Technically Qualified Bidders shall be assigned the same rank for the purposes of determination of Qualified Bidders and in such case, the aforementioned 50% (fifty per cent) shall stand enhanced to the extent of

tie occurring within the first 50% (fifty percent.)

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 50% (fifty percent) of ranks shall be considered to be Qualified Bidders.

(ii) If 3 (three) Technically Qualified Bidders submit the same initial price offer and are ranked in first 50% (fifty percent) of the total number of ranks, then all such 3 (three) Technically Qualified Bidders shall be considered to be Qualified Bidders and the total number of Qualified Bidders shall stand increased by 2 (two).

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.

(f) Where the total number of Technically Qualified Bidders is less than 3 (three), then no Technically Qualified Bidder shall be considered to be Qualified Bidder and the first attempt of auction shall be annulled.

(g) On annulment of the first attempt of auction, the State Government may decide to:

i. commence the auction process de novo with a separate set of terms and conditions and reserve price as it may deem fit and necessary; or

ii. conduct the second attempt of auction.

(h) In case the State Government decides to conduct the second attempt of auction as per clause (ii) of sub-clause (g) above, the terms and conditions of the second attempt of auction shall remain the same as in the first annulled attempt of auction subject to the conditions that:

i. the highest initial price offer of the Technically Qualified Bidders if any in the first annulled attempt shall be the reserve price in first round of the second attempt; and

ii. the bidding shall continue to the second round even in case the number of Technically Qualified Bidders is less than 3 (three), and even in case of a single Technically Qualified Bidder.

Provided also that the Technically Qualified Bidders who are holding or may, in the event of becoming highest bidders in the auction of the instant mineral block, hold the area in excess of the area limit under Section 6 (1) of the MMDR Act shall be excluded for the purpose of selection of Qualified Bidders and the Qualified Bidders will be selected from amongst the remaining Technically Qualified Bidders. Provided also that the initial price offers of such excluded Technically Qualified Bidders shall not be taken as floor price for the second round of auction.

B. Second round of e-auction

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

(a) In the second round, the Qualified Bidders may submit their final price offers which shall be a percentage of Value of Mineral Dispatched (the "**Final Price Offer**") and 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 online 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 1 (one) Final Price Offer on the electronic auction platform, the Bid Security of all such Qualified Bidders who have 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 14.6.

(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 of Mining Lease and before grant of Mining Lease, any new mineral is discovered, then the holder of the Mining Lease shall follow the provisions of the Act and the Rules made thereunder for inclusion of such new mineral in the Mining Lease Deed. It is clarified that:

i. Where, subsequent to grant of a Mining Lease, 1 (one) or more new major minerals are discovered, the percentage of the Value of Mineral Despatched as quoted by the Successful Bidder under Sub-rule (3) of Rule (8) of Auction Rules read with the terms hereof shall be applicable for the purpose of payment to the State Government in respect of each such mineral.

ii. Where subsequent to the grant of Mining Lease, the presence of a minor mineral(s) is established or discovered, treatment of such minor mineral(s) will be as per the provisions of Uttarakhand Minor Mineral (Concession) Rules 2023 (as amended or replaced from time to time) prevailing at the time the minor mineral is discovered in the concession area.

8.3 Special provisions relating to minerals specified in Part B of the First Schedule to the Act and as per Rule 21 of the Auction Rules:

(a) if the holder of a Mining Lease or mining lease discovers any mineral specified in Part B of the First Schedule to the Act and not specified in such licence or lease, in the area granted under such licence or lease, the discovery of such mineral shall be reported to the Director, Atomic Minerals Directorate for Exploration and Research, Hyderabad within sixty days from the date of discovery of such mineral;

(b) the licencee or the lessee shall not win or dispose of any mineral specified in Part B of the First Schedule to the Act unless such mineral is included in the licence or lease or a separate licence or lease for the purpose has been obtained;

(c) the quantities of any mineral specified in Part B of the First Schedule to the Act recovered incidental to such prospecting or mining operations shall be collected and stacked separately and a report to that effect shall be sent to the Director, Atomic Minerals Directorate for Exploration and Research, Hyderabad every month for such further action by the licencee or lessee as may be directed by the Atomic Minerals Directorate for Exploration and Research.

(2) the licencee or lessee referred to in sub-rule (1) shall, within 60 (sixty) days from the date of discovery of any mineral specified in Part B of the First Schedule to the Act, apply to the Secretary, Department of Atomic Energy, Mumbai, through the State Government, for grant of a licence to handle such minerals under the provisions of the Atomic Energy Act, 1962 (33 of 1962) and the rules made thereunder and the Department of Atomic Energy shall intimate to the State Government regarding issue of the licence in this regard."

9. Reserve Price

9.1. The Reserve Price of the block is as per the table below:

Sl. No.	Block Name	Reserve Price (as per cent of Value of Mineral Dispatched)
1	Dungra Magnesite Block	2%

The "**Value of Mineral Dispatched**" shall be an amount equal to the product of-

(i) mineral dispatched 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 dispatch.

9.2. It is clarified that payment in accordance with the Final Price Offer shall be required to be paid monthly in addition to the payment of royalty or dead rent, payments to District Mineral Foundation, National Mineral Exploration Trust, State mineral Exploration Trust and any other payments, as applicable.

10. Declaration of Successful Bidder and Grant of Mining Lease

Pursuant to Rule 10 of the Auction Rules, the Mining Lease followed by Mining Lease shall be granted to the Successful Bidder in the following manner:

10.1. Issuance of letter of intent:

10.1.1. As per Section 6 of the Act;

"(1) No person shall acquire in respect of any mineral or prescribed group of associated minerals in a State-……..

(b) one or more mining leases covering a total area of more than ten square kilometres;

Provided that if the Central Government is of the opinion that in the interest of the development of any mineral or industry, it is necessary so to do, it may, for reasons to be recorded in writing, increase the aforesaid area limits in respect of prospecting licence or mining lease, in so far as it pertains to any particular mineral, or to any specified category of deposits of such mineral, or to any particular mineral located in any particular area."

Accordingly, the State Government shall not issue a letter of intent for Mining Lease without prior approval from the Central Government in case the Bidder holds or may hold (including the area relating to the auction hereunder) one or more mining leases covering a total area of more than ten square kilometers, in case of Magnesite, or prescribed group of associated minerals in the State of Uttarakhand.

10.1.2. The Preferred Bidder shall, submit the first instalment of the Upfront Payment being INR [amount in figures] (Rupees [amount in words] within 15 (fifteen) days after being declared as Preferred Bidder. Provided that the State Government may, for reasons to be recorded in writing, extend the period of 15 (fifteen) days by further 15 (fifteen) days.

10.1.3. In case the Preferred Bidder fails to submit the first instalment of the Upfront Payment within the period or extended period mentioned above in Clause 10.1.2, the State Government shall:

(b) forfeit the Bid Security of the Preferred Bidder; and

(c) offer the Bidder who had submitted second-highest price offer in the second round of auction to meet the highest Final Price Offer and if the said Bidder agrees to the said offer in writing and submits the first instalment of Upfront Payment within 15 (fifteen) days of receipt of offer, the State Government shall declare said Bidder as the Preferred Bidder and issue Letter of Intent in accordance with sub-rule (2) of Rule 10 of the Auction Rules.

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

10.1.4 A letter of intent for Mining Lease, as per the format provided in Schedule VI, shall be issued by the State Government to the Preferred Bidder within 30 (thirty) days of receipt of the Upfront Payment.

10.2. Declaration as a Successful Bidder:

The Preferred Bidder shall be considered to be the "**Successful Bidder**" upon fulfilment of the following conditions:

(a) compliance with all the eligibility conditions;

(b) payment of the second instalment of the Upfront Payment which is INR [amount in figures] (Rupees [amount in words]);

(c) submitting an irrevocable and unconditional Performance Security to the State Government from an Acceptable Bank and payable at Dehradun, Uttarakhand, pursuant to the Auction Rules. This Security should be valid for the period as specified in Clause 4 of the MDPA, for an amount equal to 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 5 (five) years so that it continues to correspond to 0.5% (zero point five percent) of the reassessed Value of Estimated Resources (determined in accordance with the Auction Rules) including the value of any newly discovered mineral that may be included in the mining lease deed on its discovery (provided that the amount of performance security shall not exceed INR 6,87,045.00 (Rupees Six Lakh Eighty Seven Thousand Forty Five Only). In such case, FDR constituting the Performance Security shall be substituted with another FDR from an Acceptable Bank of the reassessed 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; and

(d) satisfying the conditions specified in clause (b) of sub-Section (2) of Section 5 with respect to a mining plan.

10.3. Execution of Mine Development and Production Agreement:

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

10.4. Grant of mining lease:

The Successful Bidder shall pay the third instalment being 60% (sixty per cent) of the Upfront Payment subsequent to execution of the Mine Development and Production Agreement, and upon such payment, the State Government shall grant a mining lease to the successful bidder. Upon such payment the State Government shall execute a Mining Lease with the holder of the Mining Lease within 30 (thirty) days of 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 deed is registered. Provided that no mining lease deed shall be executed on expiry of a period of 3 (three) years from the date of the issuance of the letter of intent for mining lease, and the letter of intent for mining lease shall be invalidated leading to annulment of the entire auction process:

Provided further that the State Government may allow a further period of 2 (two) years for execution of the Mining Lease deed if the reasons for delay were beyond the control of the Preferred Bidder.

11. Timetable

The following timetable shall apply to the tender process. The timetable may be amended by the State Government through issuance of an addendum and/or a corrigendum to the Tender Document.

S. No.	Event Description	Estimated Date
Stage I – E-auction process for selection of Preferred Bidder through uktenders.gov.in		
1.	Publication of notice inviting tender in at least 1 (one) English national newspaper and 1 (one) local language newspaper and on the State Government website	02/09/2026 Wednesday
2.	Commencement of sale of Tender Document	02/09/2026 Wednesday
3.	Last date of receiving queries from Bidders [on or before 12:00 hours (IST)]	14/09/2026 Monday
4.	Pre-bid conference [on 13:00 Hours (IST)]	14/09/2026 Monday
5.	Last date for responses to queries by the State Government [on 17:00 hours (IST)]	18/09/2026 Friday
6.	Submission of Tender Bid Document	19/09/2026 Saturday
7.	Last date for sale of Tender Document [on or before 17:00 hours (IST)]	29/09/2026 Tuesday
8.	Bid Due Date (Technical + initial price offer) [on or before 17:00 hours (IST)]	29/09/2026 Tuesday
9.	Opening and Examination of the Technical Bids	01/10/2026 Thursday
10.	Announcement of Technically Qualified Bidders as per the tender document	03/10/2026 Saturday
11.	Opening of initial price offer, of only Technically Qualified Bidders and intimation to Qualified Bidders one) day prior to the scheduled date of e-auction of the respective mineral block (to Qualified Bidders only)	05/10/2026 Monday
S. No.	**Event Description**	**Estimated Date**
Stage II – E-auction process for selection of Preferred Bidder through E-auction.gov.in		
1.	Publication of E-auction of preferred Bidders	05/10/2026 Monday
2.	Training and mock-auction for all preferred bidders on e-auction platform	08/10/2026 Thursday
3.	Submission of Start and End date of preferred bidders document for participation in e-auction	09/10/2026 10:00 (IST) Friday To 13/10/2026 17:00 (IST) Tuesday

4.	Opening and examination of bidders document	14/10/2026 Wednesday
5.	Live e-auction Start and End Date and Time	15/10/2026 10:00 (IST) Thursday To 15/10/2026 14:00 (IST) Thursday
6.	Publication of Successful Bidder	16/10/2026 Friday

Stage III – Process for Grant of Mining Lease		
1.	Submission of Performance Security and mining plan along with second installment (20%) of Upfront Payment by the Preferred Bidder to become Successful Bidder	T_2* (Last date of submission is T_1 + 2 years and 6 months)
2.	Issuance of order by State Government acknowledging Preferred Bidder as the Successful Bidder subject to compliance with all the terms and conditions of eligibility	Up to T_2 + 3 months
3.	Mine Development Production Agreement (MDPA) to be executed between State Government & Successful Bidder upon obtaining all consents, approvals, permits, no-objections from various government agencies/departments required under applicable laws for commencement of mining operations.	Up to T_2 + 4 months
4.	Payment of third installment (60%) of Upfront Payment	Up to T_2+ 5 months
5.	Mining lease deed to be executed by State Government.	Up to T_2 + 6 months (Last date for execution of mining lease deed is T_1+ 3 years)

Note:

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

  Explanation- The expression "public holiday" includes Saturday, Sunday and any other day declared to be a public holiday by the Central Government or the State Government, as the case may be.
- *The State Government reserves the right to update/ change or modify any of the above dates*

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

12. Payments by the Successful Bidder

12.1. Upfront Payment

The Upfront Payment paid by the Successful Bidder shall be adjusted in full at the earliest against the amount payable in accordance with the percentage of Value of Mineral Dispatched quoted as the Final Price Offer on commencement of production of mineral(s) as specified in MDPA.

12.2. 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 pay the applicable payments quoted under Rule 8 of Auction Rules with respect to the Value of Mineral Dispatched or the minimum production and dispatch requirement, as specified in the MDPA.

12.3. Interest

The State Government shall charge simple interest at the rate of 12% (twelve per cent) per annum on any payment due to State Government which is delayed beyond the due date thereof, as per rule 14 of Auction Rules.

13. General conditions regarding tender process

13.1. Submission of Technical Bid

13.1.1. The Technical Bid shall comprise of the following:

(a) Bid letter in the format specified in Annexure 1 of Schedule I (*Format of bid letter*);

(b) Bid Security by an Acceptable Bank in the form of a FDR for an amount equal to INR 3,43,523.00 (Rupees Three Lakh Forty Three Thousand Five Hundred Twenty Three Only).

(c) In case of Bidder being a company or a partnership firm, a power of attorney in the format specified in Annexure II of Schedule I (*Format of power of attorney*) authorizing the signatory of the bid to participate in the tender process and do all acts pursuant thereto on behalf of the Bidder, including usage of the digital signature on behalf of the Bidder. In case of Bidder being an individual or sole proprietorship, power of attorney would not be required if such individual/sole proprietor personally signs;

(d) Affidavit in the format specified in Annexure III of Schedule I (*Format of affidavit*); and

(e) In case of Bidder being a company or partnership firm,

i. duly certified copy of the corporate authorization, such as board resolution in case of a company, or

ii. authority letter (signed by all the partners) in case of a partnership firm authorizing such company or partnership firm to participate in the tender process and submit a bid, and authorizing the person signing the power of attorney on behalf of such company or partnership firm, provided that such document should pre-date the power of attorney as stated in Clause 13.1.1(c).

13.1.2. The Technical Bid shall be submitted on the electronic platform and the duly executed original physical copies must be sent in an envelope with "Technical Bid for [Dungra Block]" clearly written on it to the following address so that they are received on or prior to the Bid Due Date, failing which the Technical Bid shall be deemed to be not received.

Directorate of Geology and Mining Bhopalpani (Kadaikhala),
Raipur-Thano- Airport Motor Road, P.O. Dhanyari, Dehradun, Uttarakhand-248008

13.2. Language

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

13.3. Documents and information

The documents including this Tender Document and all attached documents, provided

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

13.4. Overriding effect

If there is a conflict between the Mining Lease which is inclusive of the MDPA and this Tender Document, the Mining Lease which is inclusive of the MDPA would have overriding effect.

13.5. Cost of bidding

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

13.6. Verification of information by the Bidders

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

(a) made a complete and careful examination of the Tender Document and unconditionally and irrevocably accepted the terms thereof;

(b) reviewed all relevant information provided by the State Government, as may be relevant to the bid;

(c) accepted the risk of inadequacy, error or mistake in the information provided in the Tender Document or furnished by or on behalf of the State Government relating to any of the matters related to the e-auction process;

(d) satisfied itself about all matters regarding the e-auction process for submitting an informed bid, in accordance with this Tender Document and performance of all of its obligations;

(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Document or ignorance of any of the matters related to the e- auction process hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the State Government, 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.

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

13.7. Verification by the State Government and debarment

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

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

(a) at any time, a misrepresentation is made or uncovered;

(b) if the Bidder/Preferred Bidder/Successful Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice as specified in Clause 15 of this Tender Document;

(c) the Bidder does not provide, within the time specified by the State Government, the supplemental information sought by the State Government for evaluation of the bid; or

(d) any act or omission of the Bidder/Preferred Bidder/Successful Bidder results in violation of or non- compliance with the Act, the Rules thereunder, this Tender Document, or any other document referred therein or issued pursuant thereto or any Applicable Law relevant for the tender process, including, but not limited to:

(i) if the Bidder fails to furnish/ enhance the Performance Security or extend the Bid Security or make any instalment of Upfront Payment (first, second and/or third) as prescribed in this Tender Document;

(ii) failure to execute the MDPA and/or mining lease deed with the State Government within the timelines prescribed in the Auction Rules;

(iii) failure to furnish unconditional acceptance of the terms and conditions of Letter of Intent along with relevant authorization within the timeline prescribed in the Letter of Intent.

(e) if the Bidder or its Affiliate(s) submits more than 1 (one) bid for the said Mineral Block.

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

13.7.3. In the aforementioned events, the State Government shall be entitled to forfeit and appropriate the Bid Security or Performance Security and any installment of the Upfront Payment paid, as the case may be, without prejudice to any other

right or remedy that may be available to the State Government under the Tender Document, or otherwise, without any liability whatsoever.

13.8. Amendment of Tender Document

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

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

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

13.9. Bid Due Date and extension

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

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

13.10. Modifications/ substitution/ withdrawal of bids

13.10.1. 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 after the scheduled closing time for Bid submission on the Bid Due Date, unless the same has been expressly sought by the State Government.

13.11. Rejection of bids

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

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

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

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

(a) bids have not been submitted with all the information and details listed in this Tender Document.

(b) bid is not conforming to the terms of Clause 8.1A(b) of this Tender Document.

(c) bids have been submitted without Bid Security or period of validity.

(d) bids have otherwise not been submitted in accordance with the Tender Document.

13.12. Validity of bids

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

13.13. Change affecting the Bidder

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

13.14. Minor deviations

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

13.15. Single Bid

A Bidder shall submit only 1 (one) bid in an auction of a Mineral Block. No Affiliate of such Bidder shall submit a bid in the same auction where such Bidder has submitted a bid. In case a Bidder submits more than 1 (one) bid in an auction of a Mineral Block or an Affiliate of the Bidder submits a bid in same auction where such Bidder has submitted a bid, the bids submitted by the Bidder and its Affiliate shall be rejected.

For the purpose of this Tender Document:

(i) "Affiliate" with respect to a Bidder shall mean a person who: (a) controls such Bidder, (b) is controlled by such Bidder, (c) is under common control with such Bidder, (d) is an associate company of the Bidder, or (e) is a subsidiary company of such Bidder.

(ii) the terms "associate company", "control" and "subsidiary company" shall have the meaning ascribed thereto in the Companies Act, 2013, as amended from time to time.

14. Bid Security

14.1. The Bidder shall furnish as part of its Technical Bid, a security in the form of a FDR by an Acceptable Bank and payable at Dehradun, Uttarakhand in favour of the State Government and having a validity period of not less than 5 year (Five year) from the date of issuance of notice inviting tender (i.e., the Bid Security should be valid until August, 2031), exclusive of a claim period of at least 60 (sixty) days.

9.1. The Bid Security shall be for INR 3,43,523.00 (Rupees Three Lakh Forty Three Thousand Five Hundred Twenty Three Only). The particulars of beneficiary are set out as below:

Name of Beneficiary	Director, Directorate of Geology and Mining, Uttarakhand
Bank Name	Union Bank of India
Account No.	633402010003086
IFSC Code	UBIN0563340

14.2. 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 from the date of conclusion of the second round of the e-auction process or annulment of the tender process as per the provisions of the Tender Document, whichever is earlier. Notwithstanding the foregoing, the Bid Security of the Qualified Bidder who has submitted the second highest Final Price Offer will be retained until the earlier of the following: (i) the issuance of the Letter of Intent to Qualified Bidder who has been declared as the Preferred Bidder pursuant to Clause 8.1(B)(c), or (ii) the provision of the Performance Security by such second highest Bidder pursuant to its having been declared as the Preferred Bidder in terms of Clause 10.1.3, or (iii) annulment of the tender process as per the provisions of the Tender Document.

14.3. The Preferred Bidder's Bid Security will be returned, without any interest, upon furnishing of the Performance Security in accordance with the provisions thereof and consequently the Preferred Bidder's Bid Security shall remain valid until the time Performance Security is provided.

14.4. The State Government shall be entitled to forfeit and appropriate the Bid Security as damages, amongst others in any of the events specified in this Tender Document. The Bidder, by submitting its bid pursuant to this Tender Document, shall be deemed to have acknowledged and confirmed that the State Government will suffer loss and damage on account of withdrawal of its bid or for any other default by the Bidder during the period of bid validity as specified in this Tender Document. No relaxation of any kind on Bid Security shall be given to any Bidder.

14.5. 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 15 of this Tender Document;

(c) If a Bidder withdraws its bid during the period of bid validity as specified in this Tender Document or as extended by mutual consent of the respective Bidder(s)and the State Government;

(d) If the Preferred Bidder fails to furnish the Performance Security or extend the Bid Security or make any instalment of Upfront Payment (first, second and/ or third) as prescribed in this Tender Document.

(e) In the case of all such Qualified Bidders who have submitted the highest initial price offer i.e. the Applicable Floor Price, if the auction process is annulled due to non-submission of at least 1 (one) Final Price Offer on the electronic auction platform.

15. Fraud and Corrupt Practices

15.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the tender process and subsequent to the grant of the 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 maybe, without being liable in any manner whatsoever to the Bidder, Technically Qualified Bidder, Preferred Bidder, or the Successful Bidder, as the case may be, if the State Government determines that the Bidder, Technically Qualified Bidder, Preferred Bidder, or Successful Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice in the tender process. In such an event, the State Government shall be entitled to forfeit and appropriate the entire Bid Security or Performance Security, as the case maybe, and any instalment of the Upfront Payment paid, as may be applicable, as damages, without prejudice to any other right or remedy that may be available to the State Government under the Tender Document and/ or otherwise.

15.2. Without prejudice to the rights of the State Government under Clause 15.1 herein above and the rights and remedies which the State Government may have under the Mining Lease or the MDPA, otherwise if a Bidder, Preferred Bidder or Successful Bidder, as the case maybe, 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 (five) years from the date such Bidder or Successful Bidder, as the case maybe, 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 maybe.

15.3. For the purposes of this Tender Document, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "**Corrupt Practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the tender process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the State Government who is or has been associated in any manner, directly or indirectly, with the tender process or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the State Government, shall be deemed to constitute influencing the actions of a person connected with the tender process); or (ii) save and except as permitted under this Tender Document, engaging in any manner whatsoever, whether during the tender process or after the grant of the

Mining Lease or after the execution of the MDPA, as the case maybe;

(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.

16. Other Provisions

16.1. Exploration Obligation

a. The resource of the minerals and quality are of inferred category. For preparation of detailed mine planning report, additional exploration and preparation of detailed GR is essential.

b. The holder of a Mining Lease shall complete detailed exploration (G1 level exploration) and prepare a detailed feasibility study report conforming to Part IV and V of the Mineral (Evidence of Mineral Contents) Rules, 2015 over the entire area under the Mining Lease, within a period of 5 (five) years from the date of commencement of such Mining Lease.

16.2. Governing law

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

16.3. Right of State Government

16.3.1. 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.

16.3.2. 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.

16.4. Proprietary data

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

16.5. Jurisdiction

In any event of dispute arising out of process of e-auction, the courts of Dehradun shall only have the jurisdiction.

Schedule I: Format of Technical Bid

A. General instructions:

The Technical Bid comprises of the following documents:

(a) Bid letter in the format specified in Annexure I (*Format of bid letter*);

(b) Bid Security in form of FDR for an amount equal to INR 3,43,523.00 (Rupees Three Lakh Forty Three Thousand Five Hundred Twenty Three Only)

(c) In case of Bidder being a company or a partnership firm, a power of attorney in the format specified in Annexure II *(Format of power of attorney*) authorizing the signatory of the bid to participate in the tender process and do all acts pursuant thereto on behalf of the Bidder, including usage of the digital signature on behalf of the Bidder. In case of Bidder being an individual or sole proprietorship, power of attorney would not be required if such individual/sole proprietor personally signs;

(d) In case of Bidder being a company or a partnership firm,

  (i) duly certified copy of the corporate authorization, such as board resolution in case of a company or

  (ii) authority letter (signed by all the partners) in case of a partnership firm authorizing such company or partnership firm to participate in the tender process and submit a bid and authorizing the person signing the power of attorney on behalf of such company or partnership firm, provided that such document should pre-date the power of attorney stated above in (c);

(e) Affidavit in the format specified in Annexure III (Format of affidavit); and

(f) The power of attorney stated in (c) above should pre-date the Bid Letter and affidavit and other documents submitted as part of the Technical Bid.

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

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

B. Instructions for submission of the Bid Letter

(a) The bid letter must be printed on the letterhead of the Bidder, if the Bidder is a company, partnership firm or other association of individuals. In case the Bidder is an individual/sole proprietorship, it may be printed on plain paper.

(b) The bid letter must be signed on each page for and on behalf of the Bidder by the Authorized Signatory of the Bidder on each page, in case the Bidder is a company/partnership firm. In case the Bidder is an individual/sole proprietorship, the Bidder must personally sign each page of the bid letter.

(c) It is recommended that the Bidder may authorize 1 (one) person to deal with all matters related to bid. However, if the Bidder has authorized more than 1 (one) person, then the corporate authorization of all such persons should be enclosed. If the Bidder has authorized a person other than the Authorized Signatory for usage of the digital signature on behalf of the Bidder, then the duly certified copy of the corporate

authorization such as board resolution in case of a company or authority letter (signed by all the partners) in case of a partnership firm in respect of such other person should be enclosed. Any change in such corporate authorization must be immediately intimated to the State Government.

(d) Documents to evidence compliance with the eligibility conditions must be enclosed with the bid letter, duly certified by the Authorized Signatory. Such documents must include:

(i) Certificate of registration/ incorporation of the Bidder which is a company, sole proprietorship, or partnership firm, and copy of passport(s) of the individual, sole proprietor or partners as the case may be, in case Bidder is an individual, sole proprietor or partnership firm. In case an individual, sole proprietor or partner(s) of a partnership firm does not have a passport, they may submit an affidavit stating that they do not hold a passport and they are a citizen of India. Such individual, sole proprietor or partner(s) of a partnership may submit a copy of any Government of India issued photo ID and address proof.

(ii) In case the Bidder is a partnership firm or association of individuals, the constituent documents along with particulars of all the members of the partnership firm or association of individuals. Each member of the partnership firm or association of individuals would be required to comply with the requirements prescribed in the Tender Documents with respect to submission of documents.

(iii) Net worth certificate issued by: (a) In case of a company, statutory auditors of the Bidder (certificate should clearly mention that it has been issued by the statutory auditor of the company and the net worth stated therein is the sum of the paid up share capital and the free reserves, in terms of Explanation No 2 and/or No. 3 to Schedule I of Auction Rules In case the net worth of the Bidder's holding company is considered, the shareholding pattern establishing the relationship between such holding company and the Bidder shall be as of the last day of the financial year considered in terms of Explanation No. 2 and/ or No. 3 to the Schedule I of Auction Rules); (b) In case of a partnership firm, certificate should clearly mention that it has been issued by the chartered accountant and the net worth stated therein is as per the partners' capital account and is equivalent to the sum of the paid up share capital and the free reserves of a company, in terms of Explanation No 2 to Schedule I of Auction Rules); (c)in case of an individual or sole proprietorship, certificate issued by a chartered accountant regarding the total amount as closing cash balance including un-encumbered immovable property, derived, as per Clauses 5(b) and 5(c) of the Tender Document. The certificate shall have a list of all immovable property owned by the said individual/sole proprietorship along with its valuation (which shall have to be certified by the chartered accountant), and an undertaking from the individual/sole proprietorship on a stamp paper (as part of affidavit) of adequate value stating, *inter alia* that the immovable property is un-encumbered and free from all charges (including, but not limited to, lien, mortgage, and pledge), and that the said individual/sole proprietorship is the owner of the immovable property.

Further, for the computation of the Bidder's net worth if an individual includes

the properties owned by their sole proprietorship or a sole proprietorship of such individual includes the properties owned by the individual, then, either of the following shall be submitted, as applicable:

(A) A certificate from the bank in which such sole proprietorship has a current account certifying that the individual is the proprietor of the sole proprietorship; or

(B) GST registration certificate clearly showing the details of the sole proprietorship.

(iv) Particulars of mineral concession (mining lease, Mining Lease, reconnaissance permit or prospecting licence) held by the Bidder or its affiliates for the purpose of Section 6 as applicable.

(v) Share holding pattern including name of the promoter(s)/ owner(s) as on March 31 of the relevant financial year and the latest financial year, certified by the statutory auditor/ Company Secretary

C. Instructions for submission of the Bid Security

(a) The Bid Security must be in form of FDR for an amount equal to INR 3,43,523.00 (Rupees Three Lakh Forty Three Thousand Five Hundred Twenty Three Only). The particulars of beneficiary are set out as below:

Name of Beneficiary	Director, Directorate of Geology and Mining, Uttarakhand
Bank Name	Union Bank of India
Account No.	633402010003086
IFSC Code	UBIN0563340

(b) The Bid Security may be issued at any place in India by an Acceptable Bank (Scheduled Bank as listed in the Second Schedule of the Reserve Bank of India Act, 1934, excluding those listed under the headings of Gramin Banks, Urban Co-operative Banks and State Co-operative Banks) and must be payable at Dehradun, Uttarakhand.

(c) The Bid Security must have a validity period of not less than 5 years (Five Years) from the date of issuance of notice inviting tender (i.e. the bid security shall be valid until August, 2031) exclusive of a claim period of at least 60 (sixty) days.

(d) The Bid Security must be stamped in accordance with Applicable Law.

(e) Bidder need to provide electronic confirmation (SFMS) of the FDR

D. Instructions for submission of the Power of Attorney

(a) The power of attorney must be issued in India in accordance with Applicable Law and it must be in issued in accordance with the constitutional documents of the Bidder after obtaining all corporate approvals as may be required. In case of a company, the extract of

constitutional documents and certified copies of the corporate authorisations such as board resolution must be enclosed with the power of attorney.

(b) The power of attorney must be issued under the common seal, if any.

(c) The power of attorney must be stamped in accordance with Applicable Laws and notarized.

(d) The power of attorney must be issued in the name of a person who is in full time employment of the Bidder.

E. Instructions for submission of the Affidavit

(a) The affidavit must be executed in India in accordance with Applicable Law and it must be in issued in accordance with the constitutional documents of the Bidder after obtaining all corporate approvals as may be required.

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

(c) The affidavit must be signed by a person who is in full time employment of the Bidder and duly authorized to sign the same.

Annexure I: Format of Bid Letter

(On the letter head of the Bidder. Each page of the letter to be signed by the Authorised Signatory)

[*date*]

To,
Director,
Directorate of Geology and Mining
Bhopalpani (Kadaikhala),
Raipur-Thano- Airport Motor Road, P.O. Dhanyari,
Dehradun, Uttarakhand-248008

Sub: Bid letter for *[Dungra block]* (Insert Name of Bidder and www.uktenders.gov.in Registration number of Bidder)

Ref: Tender Document dated August, 2026 ("**Tender Document**")

Dear Sir,

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

1. The Technical Bid is unconditional and unqualified.
2. I/We have reviewed the terms of the Tender Document and hereby unconditionally and irrevocably accept, agree and acknowledge the terms thereof.
3. I/We acknowledge that the State Government will be relying on the information provided in the Technical Bid and the documents accompanying the Technical Bid for selection of the Preferred Bidder and subsequent selection of the Successful Bidder, and I/we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Technical Bid are true copies of their respective originals.
4. This statement is made for the express purpose of my/our participation in the tender process and possible selection as Successful Bidder.
5. I/We/Our members/partners hereby confirm that I/we/Our members/partners satisfy all the eligibility conditions prescribed in the Tender Document. Specific confirmations with respect to my/our compliance with the eligibility conditions are provided below:

(a) [Insert separate paragraphs for compliance with each of the eligibility conditions of the Tender Documents, with specific reference to enclosed documents as mentioned in the instructions].

(b) I/We shall continue to be a subsidiary of [name of holding company] whose net worth has been considered for meeting the terms and conditions of eligibility until such time we

meet the aforementioned net worth threshold].

6. [For the purposes of Section 6 we and our affiliates do not hold any mineral concession (including a reconnaissance permit, prospecting licence, Mining Lease, and/or mining lease) in the State of Uttarakhand.] OR [For the purposes of Section 6 we and our affiliates hold the following mineral concessions in the State of Uttarakhand:

   Provide details of the mineral concessions (including a reconnaissance permit, prospecting licence, Mining Lease, mining lease and/or letter of intent) held by the Bidder/ members/partners.]

Details of Mining Leases / LoIs for Mining Leases				
Sr. No.	Block Name	District	Mineral Name	Area (in Hectares)
1				
(insert additional rows if needed)				

Details of Mining Lease / LoIs for Mining Lease				
Sr. No.	Block Name	District	Mineral Name	Area (in Hectares)
1				
(insert additional rows if needed)				

   (Note: Bidders may insert similar tables if they hold any reconnaissance permit, prospecting licence in the state)

7. [We and our affiliates are not simultaneously participating in any other auction of mineral concession which may result in grant of a mineral concession in the State of Uttarakhand] OR [We and our affiliates are simultaneously participating in following auction(s) of mineral concession which may result in grant of a mineral concession in the State of Uttarakhand:

   Provide details of the mineral concessions which may be granted if the Bidder/ members/partners is successful in another auction.]

8. I/We hereby acknowledge that if we submit or produce any document and it is discovered subsequently that such document was false or incorrect then I/we shall be liable under the Applicable Law for the time being in force.

9. I/We shall make available to the State Government any additional information it may find necessary or require to supplement or to authenticate the Technical Bid.

10. I/we acknowledge the right of the State Government to reject my/our Technical Bid and/or the Final Price Offer without assigning any reason or otherwise and hereby waive,

to the fullest extent permitted by Applicable Law, my/our right to challenge the same on any account whatsoever.

11. I/We declare that:

    a) I/We have examined and understood the Act, all Rules framed thereunder, the Tender Document and all documents referred therein including the Information Memorandum;

    b) I/We have examined and have no reservations to the Tender Document, including any addendum issued by the State Government;

    c) I/We have not directly or indirectly or through an agent engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice, as defined in the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with the State Government or any other public sector enterprise or any government, central or state;

    d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 15 of the Tender Document, no person acting for me/us or on my/our behalf has engaged or will engage in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice;

    e) I/We have not been convicted of illegal mining;

    f) No mining dues or outstanding payments are pending with Government of Uttarakhand for a period more than 60 (sixty) days after the due date;

    g) There are no pending or threatened litigations or legal or quasi-legal proceedings against me/us which may impact my/our ability to perform my/our obligations under the Tender Document, the letter of intent for the Mining Lease, the letter of intent for the mining lease, the MDPA, the mining lease deed, the Act and/or the Auction Rules;

    h) I/ We unconditionally and irrevocably accept and agree that I/ we shall be bound by (i) the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal of any Applicable Laws (including the Act and Rules) occurring at any time, including prior to or after the Bid Due Date;

    (ii) any amendments made by the State Government to this effect in the Tender Document, the letter of intent, the MDPA and/or the mining lease deed at any time, including prior to or after the Bid Due Date.

12. I/We understand that you may cancel the tender process at any time and that you are neither bound to accept any bid that you may receive nor to invite the Bidders to bid, without incurring any liability to the Bidders, in accordance with the Tender Document.

13. I/We hereby irrevocably waive any right or remedy which I/we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the State Government in connection with the selection of the Preferred Bidder, or in connection with the tender process itself, in respect of the Tender Document and the terms and implementation thereof.

14. In the event of I/we being declared as the Successful Bidder, I/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.
15. I/We have ensured compliance with the Tender Document and to the best of my/our knowledge this bid is conforming to the terms thereof.
16. I/We agree and understand that the Bid is subject to the provisions of the Tender Document. In no case, I/we shall have any claim or right of whatsoever nature if the Mining Lease is not awarded to me/us or my/our bid is not opened or rejected.
17. The initial price offer has been and the Final Price Offer shall be quoted by me/us after taking into consideration all the terms and conditions stated in the Tender Document, MDPA, my/our own estimates of costs and feasibility and after a careful assessment of the geological and other information, the Information Memorandum and the proposed Mining Lease and all the conditions that may affect the utilization of minerals.
18. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the Tender Document.
19. I/ We have submitted only 1 (one) Bid for the Mineral Block in accordance with the terms of the Tender Document. No Affiliate(s) of [mine/ ours] has submitted a Bid for said Mineral Block. I/ We agree and understand that, in case any Affiliate(s) of [mine/ ours] also submits a Bid for said Mineral Block, the Bids submitted by [me/ us] and [my/ our] Affiliate(s) will be rejected.

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

Yours faithfully,
For and on behalf of [*insert name of the Bidder*]

(Signature, name and designation of the Authorised signatory) Date:
Place:

Enclosed:
(a) [list and description of documents enclosed]

Annexure II: Format of Power of Attorney

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

Power of Attorney for signing of Bid

Know all men by these presents, I/We, [name 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 me/us and holding the position of [designation], as my/our true and lawful attorney ("**Attorney**") to do in my/our name and on my/our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of my/our bid for the [insert block name] ("**Mineral Block**") in response to the Tender Document, dated (Insert date) issued by State Government of Uttarakhand ("**State Government**") including but not limited to signing and submission of all applications, affidavits, bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the State Government, representing me/us in all matters before the State Government, and generally dealing with the State Government in all matters in connection with or relating to or arising out of our bid for the Mineral Block and/or upon award thereof to us and/or till the grant of Mining Lease.

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

In witness whereof I/we, [name of Bidder], the above named principal have executed this power of attorney on this [Date] day of [Month], 20[Year]
For……..

(Signature, name, designation and address)
[under the Common Seal (in case Bidder is a company)]

Witnesses:
1.
2.

[particulars of notarisation]

Accepted
[particulars of authorized person]

Annexure III: Format of Affidavit

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

Affidavit

I, [name] aged [age] years, resident of [address]working as [designation] an Authorised Signatory on behalf of [name of 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 authorised 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 Block___.
2. [Insert separate paragraphs for each information/ document brought on record on the website of the e-auction platform or physically submitted with the State Government, in a chronological sequence].
3. [If applicable, also insert separate paragraphs for particulars of mineral concessions (including a reconnaissance permit, prospecting licence, prospecting licence-cum- mining lease, and/or mining lease) held by the Bidder and its affiliates or for which the Bidder and its affiliates would be participating in auction process being conducted simultaneously].
4. [In case of an individual, sole proprietorship, association of individuals, or a partnership firm, insert a separate paragraph to the effect that such individual/s or sole proprietor or each of the partners, as the case may be, is a citizen of India.]
5. [In case of an individual or a sole proprietorship, insert a separate paragraph to the effect that the immovable property included for calculation of net worth is unencumbered and free from all charges (including, but not limited to, lien, mortgage and pledge), and that the individual/ sole proprietorship is the owner of the said immovable property.]
6. I/ We have submitted only 1 (one) Bid for the Mineral Block in accordance with the terms of the Tender Document. No Affiliate(s) of [mine/ ours] has submitted a Bid for said Mineral Block. I/ We agree and understand that, in case any Affiliate(s) of [mine/ ours] also submits a Bid for said Mineral Block, the Bids submitted by [me/ us] and [my/ our] Affiliate(s) will be rejected.
7. That nothing has been concealed in the information submitted as mentioned above.

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

Name,
Designation & Address

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 is 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)

[particulars of notarisation]

Name, Designation & Address

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

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

Schedule III: Technical details regarding online electronic auction

1. Registration Methodology:

In order to submit online bids in the e-bidding process for Mining Lease and Composite License, a Bidder needs to register itself with the e-auction website of Uktenders, A Government of India Enterprise. For this the Bidder should visit the website at https://www.uktenders.gov.in and click on the button "Online Bidder Enrolment". Bidders already registered with the said website need not register again.

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

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

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

The Bidder may check the details entered before final submission. On successful submission of the online registration form, the Bidder shall receive a confirmation mail in the registered email address and mobile no after it logs-into the portal via the 'User ID' and 'Password' created by him during registration.

Note :

1. GSTIN is mandatory for completing the registration.

2. The DSC of the bidder shall be mapped during first login. Bidder will need to synchronize their Digital Signing Certificate (DSC) during first login.

To update the DSC or any queries related to Major Mineral Block, the bidder can send mail to dir.ukdgm@gmail.com

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

Uktenders reserves the right to call for additional documents from the bidder if needed and the

Bidder shall be obliged to submit the same.

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

For detailed guidelines bidders may refer to bidders guide available on Uktenders portal: https://www.uktenders.gov.in

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 uktenders, 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.

The Tender Document shall be online mode only through website of Uktenders. Bidders shall login with its user id and password.

The bidder may note that the files containing information about the mineral blocks can be in formats of pdf. and it shall be the responsibility of the Bidder to have suitable facilities at its end to download these documents from the website of Uktenders.

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

The Salient Features of Mineral Block are available free of cost in electronic form and can be downloaded from the website of UK Tenders, https://uktenders.gov.in/nicgep/app?page=FrontEndTendersBy Organisation&service=page, Directorate of Geology & Mining Uttarakhand <https://dgm.uk.gov.in/>; for the purpose of information only.

This block is being put up for first attempt of auction (fresh block). The complete Tender Document shall be made available for download to the bidder only subsequent to payment of a non-refundable tender fees of Rs. 2.00 lakh.

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

Timelines, notifications, updates and other details for the e-auction process are available on the website of <https://www.uktenders.gov.in>. Bidders desirous to submit their bid have to submit Bids on uktenders e-auction portal <https://www.uktenders.gov.in>.

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 want to upload the Tender Document(s) for the specific mineral block.

Upload Documents

The Bidder shall also have to upload the supporting documents along with the Technical Bid, as required under the Tender Document. These supporting documents will need to be uploaded in pdf format only.shall not be accepted. For this, the bidder shall first click on the link "Upload documents" and upload the files in support of its Technical Bid.

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

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

Modification/Withdrawal of Bid

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

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

(ii) Offline submission of certain original documents

The bidders shall submit the 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 "Dungra Block" and shall indicate the name and address of the Bidder. In addition, the documents shall contain page numbers: Page [●] of [●]

(a) Bid Letter as provided in Schedule I B
(b) Bid Security in substantially the same format as provided in Schedule IC;
(c) Power of Attorney in substantially the same format as provided in Schedule ID, 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
(d) Affidavit in substantially the same format as provided in Schedule IE (2).
(e) Net Worth document
(f) No dues certificate, which shall not be older than 6 months, from the respective Mining Engineer/AME/DMO under whose jurisdiction the bidder holds or has held mineral concession or revenue collection contracts of the department.
(g) Memorandum of articles & certificate of incorporation if the bidder is a company & partnership deed & firm registration certificate if bidder is a firm.
(h) Notarized copy of Pan card of Company and Pan card of authorized signatory.
(i) Each and every document of technical bid (wherever necessary) must have the seal of company with signature of authorized signatory on it.
(j) Any other such document as desired by the State Dept.

The aforementioned documents shall be submitted at the address at clause no.13.1.2

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

The bidders shall also note that online submission of **Technical Bid and the initial price offer** with supporting documents and offline submission of certain original documents shall be allowed only up to time and date as per Bid Due Date specified in Clause 11. Bidders in their own interest are advised to complete the entire process well in advance to avoid any last minute hiccup / technical problems. No complaints shall be entertained in this regard at any stage.

(iii) Evaluation of Technical Bid

a. Evaluation of Technical Bid

Technical Bids shall be evaluated in the manner provided in the Tender Document. Entire list of Technically Qualified Bidders will be published on the website of State Government and 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)

b. <u>Stage 2: Electronic Auction – Final Price Offer</u>

a. Intimation to Qualified Bidders

It shall be the sole responsibility of the Bidder to regularly check the Uktenders website and department website www.dgm.uk.gov.in to see whether it has qualified for a certain mineral block or not. Uktenders will not be responsible for non-receipt of email by the Bidder and its consequences.

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 auction platform provider by getting their Authorised Representative trained be forehand through some demo electronic auctions as per Clause11.

<u>Digital Signature Certificate</u>

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

uktenders website. For this purpose, Bidders shall be required to authorize its Contact person to procure a class III DSC of signing type from any Certifying Authority or their authorized agencies in India.

The bidder may note that only one user id will be mapped with a given DSC for the contact person. 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.

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 contact person 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 complain / representation in this regard shall be entertained at any stage by Uktenders/State Government.

The system requirements are as follows:

- Operating System- Windows XP Service Pack III and above
- Web Browser- Preferred IE 7 and above.
- Active-X Controls Should be enabled as follows:

Tools =>Internet Options =>Security =>Custom Level =>Enable all Active-X Controls

=>Disable "Use Pop-up Blocker"

- Java (JRE7 and above)

To disable "Protected Mode" for DSC to appear in the signer box following settings may be applied.

- Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".
- Other Settings:

  Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files
  => Activate "Every time I Visit the Webpage".

For detailed guidelines bidders may refer to bidders guide available on Uktenders portal:https://uktenders.gov.in.

Schedule IV: Format of MDPA

Mine Development and Production Agreement

DUNGRA Block

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[*To be executed on stamp paper of adequate value***.]**

This Mine Development and Production Agreement is made by and between following:

PARTIES:

1 **The Governor of Uttarakhand**, acting through the **Directorate of Geology and Mining, Government of Uttarakhand** (the "**State Government**").

2 **[Name of the Successful Bidder]** [incorporated in India under the Companies Act, [1956/2013] with corporate identity number [CIN of the Successful Bidder], whose registered office is at [address of registered office], India and principal place of business is at [address of principal place of business, if different from registered office]] **OR** [an individual /sole proprietorship [who/whose sole proprietor]is citizen of India, having income tax permanent account number [number], residing at [address]] **OR** [persons listed in SCHEDULE A organised as a [partnership firm/association of individuals], all of whom are Indian citizens and resident in India] (the "**Successful Bidder/ lessee**").

BACKGROUND:

A. An electronic auction was conducted by the State Government pursuant to the Tender Document (defined hereinafter) for grant of a Mining Lease (defined hereinafter) over the Lease Area (defined hereinafter) with respect to the Mineral (defined hereinafter).

B. The Successful Bidder quoted [Final Price Offer] per cent as the bid parameter in the electronic auction and was declared as the Preferred Bidder (*as defined in the Tender Document*)

C. The Successful Bidder made payment of first instalment of the Upfront Payment being INR [amount in figures] (Rupees [amount in words]) on [date] through [payment mechanism]. Upon receipt of the first instalment of the Upfront Payment, the State Government issued a letter of intent.

D. The Preferred Bidder completed the conditions specified in Clause 10.2 of the Tender Document and submitted written confirmation of the same to the State Government through a letter dated [date], upon which the preferred Bidder was considered to be the Successful Bidder by an order of the State Government dated [date].

E. Thereafter, the Successful Bidder obtained all the consents, approvals, permits, no-objection and the like as required under Applicable Law for commencement of mining operation, as listed in SCHEDULE B.

F. Accordingly, the State Government is now entering into this Agreement with the Successful Bidder with respect to matters pertaining to the Mining Lease over the Lease Area and other matters incidental thereto, and this Agreement shall be read together with the Mining Lease.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement, and other good and valuable consideration (the adequacy

of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this clause apply in this Agreement.

1.1. **Definitions**

1.1.1. "Act" means the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957) as amended from time to time.

1.1.2. "**Agreement**" means this Mine Development and Production Agreement and all attached annexure, schedules, exhibits and instruments supplemental to or amending, modifying or confirming this Agreement in accordance with the provisions of this Agreement.

1.1.3. "**Agreement Date**" shall mean the date on which execution of this Agreement by both the Successful Bidder and the State Government is completed.

1.1.4. "**Applicable Law**" shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India at the relevant point in time.

1.1.5. "**Appropriation Event**" shall have the meaning given to such expression in Clause 4.2.1.

1.1.6. "**Auction Rules**" shall mean the Mineral (Auction) Rules, 2015 as amended from time to time.

1.1.7. "**Claim**" shall have the meaning given to such expression in Clause 12.3.

1.1.8. "**Commencement Report**" shall have the meaning given to such expression in Clause 5.1(b).

1.1.9. "**Control**" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.

1.1.10. "**Eligibility Conditions**" shall mean the eligibility conditions specified in the Act and the Auction Rules including all the eligibility conditions listed in Clause 5 of the Tender Document.

1.1.11. "**Encumbrances**" means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

1.1.12. "**Event of Force Majeure**" shall have the meaning given to such expression in Clause 17.1.

1.1.13. "**Final Price Offer**" shall mean [*per cent of Value of Mineral Despatched*], based on which the Successful Bidder was declared successful in the tender process for the Mineral Block. The "Value of Mineral Despatched" being 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.

1.1.14. "**Good Industry Practice**" means, in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced Person engaged in the same type of undertaking under the same or similar circumstances.

1.1.15. "**Governmental Approval**" means any authorization, approval, consent, licence or permit required from any Governmental Authority.

1.1.16. "**Governmental Authority**" means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof.

1.1.17. "**Indemnified Party**" shall have the meaning given to such expression in Clause 12.1.

1.1.18. "**Lease Area**" shall mean the Lease Area as more particularly described in SCHEDULE C.

1.1.19. "**Mineral**" means Magnesite.

1.1.20. "Mineral Block" means [Dungra block].

1.1.21. "**Minimum Production and Dispatch Requirement**" shall have the meaning given to such expression in Clause 8.1.

1.1.22. "**Mining Lease**" shall have the meaning given to such expression in the Act and the rules made thereunder.

1.1.23. "**Mining Plan**" means a mining plan drawn in accordance with clause (b) of sub-section (2) of Section 5 of the Act.

1.1.24. "**Monthly Payment**" shall have the meaning given to such expression in Clause 7.1.1.

1.1.25. "**Notice**" shall have the meaning given to such expression in Clause 19.11.

1.1.26. "**Parties**" means and refers to the State Government and the Successful Bidder collectively and "**Party**" refers to any one of them.

1.1.27. "**Performance Security**" shall have the meaning given to such expression in Clause 4.1.

1.1.28. "**Pre-Commencement Report**" shall have the meaning given to such expression in Clause 5.1(a).

1.1.29. "**Rules**" shall, as the context may require, mean the Auction Rules and/or the Minerals (Other

than Atomic and Hydro Carbons Energy Minerals) Concession Rules, 2016 and/or the Minerals (Evidence of Mineral Contents) Rules, 2015 and/or any other rules (including any amendments thereof) formulated under the Act, as maybe applicable at any point of time.

1.1.30. "**Term**" shall have the meaning given to such expression in Clause 18.2.

1.1.31. "**Third Party**" means any Person that is not a signatory to this Agreement.

1.1.32. "**Warranties**" shall have the meaning given to such expression in Clause 11.1 read with Schedule E.

1.2. **Interpretation**

1.2.1. Any reference to any statute or statutory provision shall include:

(i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and

(ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement prior to the Agreement Date and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced.

1.2.2. Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.

1.2.3. References to the masculine, the feminine and the neuter shall include each other.

1.2.4. References to a "**company**" shall include a company, corporation or other body corporate, wherever and however incorporated or established.

1.2.5. The recitals and schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals and schedules to it. Any references to clauses and schedules are to clauses and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the schedule in which the reference appears.

1.2.6. A reference to **this Agreement** or **any other document** shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time.

1.2.7. A reference to **this Clause** shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs.

1.2.8. A reference to a **party** shall include that party's representatives, permitted successors and

permitted assigns.

1.2.9. Each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause.

1.2.10. Headings to Clauses, parts and paragraphs of schedules and schedules are for convenience only and do not affect the interpretation of this Agreement.

1.2.11. A reference to "**in writing**" includes any communication made by letter or fax **but not e-mail** (unless otherwise expressly provided in this Agreement.).

1.2.12. Unless otherwise specified, any reference to a time of day is to Indian Standard Time.

1.2.13. Any words following the terms **including, include, in particular, for example or any similar expression** shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.14. Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

1.2.15. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. COMPLIANCE

2.1. The Successful Bidder hereby represents and warrants to the State Government that it has complied with all the terms and conditions of the Act and the Rules made thereunder, the Tender Document and other Applicable Law, as were required to be complied with by the Successful Bidder, with respect to tender process for the Lease Area and the Successful Bidder is eligible in all respects to receive Mining Lease over the Lease Area. The Successful Bidder also represents and warrants to the State Government that it is in compliance with all the Eligibility Conditions.

2.2. Relying on the representations and warranties of the Successful Bidder and the information, documents and other undertaking provided by the Successful Bidder, including the Warranties provided under Clause 11, the State Government is pleased to enter into this Agreement with the Successful Bidder for grant of Mining Lease over the Lease Area to the Successful Bidder subject to terms and conditions specified in this Agreement.

3. CONDITION FOR GRANT OF MINING LEASE

3.1. Subsequent to execution of this Agreement, the Successful Bidder shall pay the third installment of the Upfront Payment which is INR [amount in figures] (Rupees [amount in words]) within a period of 30 (thirty) days from the Agreement Date.

3.2. Upon such payment, the State Government shall grant a Mining Lease to the Successful Bidder within a period of 30 (thirty) days from the date of receipt of the payment.

3.3. 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.

3.4. Notwithstanding anything contained in this Clause 3, no Mining Lease shall be executed on the expiry of the period of 3 (three) years from the date of letter of intent for mining lease and the letter of intent for mining lease shall be invalidated leading to annulment of the entire auction process. The State Government may, however, allow a further period of 2 (two) years for execution of the Mining Lease deed if the reasons for delay were beyond the control of the Successful Bidder.

3.5 The Successful Bidder shall execute the Mining Lease within the period referred to in Clause 3.4, failing which:

(a) the Letter of Intent shall be revoked;
(b) this Agreement shall be terminated; and
(c) the Performance Security and any installment of Upfront Payment paid shall be forfeited and appropriated in full by the State Government.

4. PERFORMANCE SECURITY AND APPROPRIATION

4.1. Performance Security

4.1.1. The Successful Bidder has provided to the State Government [an irrevocable and unconditional FDR, dated [date] from [name of bank] issued at [place] and payable at Dehradun/ security deposit] for an amount equal to INR 6,87,045.00 (Rupees Six Lakh Eighty Seven Thousand Forty Five Only) (the "**Performance Security**")

4.1.2. The amount of Performance Security shall be reassessed every 5 (five) years commencing from the date of issuance of the Performance Security i.e. [date], so that the amount of Performance Security corresponds to 0.50% of the reassessed Value of Estimated Resources including the value of any newly discovered mineral that may be included in the Mining Lease on its discovery.

4.1.3. For the purposes of such reassessment, the Successful Bidder shall submit an application in writing to the State Government at least 3 (three) months prior to the expiry of the aforementioned period of 5 (five) years. Such application must contain in sufficient details, documentary evidence confirming the reassessed Value of Estimated Resources including the value of any newly discovered mineral that may be included in the Mining Lease on its discovery on the date of such application.

4.1.4. The Performance Security should remain valid for an initial period of 5 (five) years and thereafter, for subsequent periods of 5 (five) years or remaining Lease term, whichever is lower.

4.2. Events for appropriation of the Performance Security

4.2.1. The Performance Security may be appropriated by the State Government upon occurrence of any of the events specified in Table 4.3.1 (the "**Appropriation Event**"), to be determined by the State Government in its sole discretion. In case the Performance Security is in form of a FDR, the State Government may invoke the same on an Appropriation Event. In case the Performance Security is in form of a security deposit, the State Government may deduct an amount from such security deposit on an Appropriation Event.

Provided however that in the event an Appropriation Event has occurred solely on account of an Event of Force Majeure which could not have been mitigated by the Successful Bidder through Good Industry Practice as provided in Clause 17, then the Performance Security shall not be appropriated for such specific Appropriation Event.

4.3. Manner of appropriation of the Performance Security

4.3.1. Upon occurrence of an Appropriation Event, to be determined by the State Government, the State Government shall have the unconditional right to appropriate the Performance Security in the following proportion by providing a written notice to the Successful Bidder:

Table 4.3.1

S.No.	Appropriation Event	Amount of the Performance Security to be appropriated

1.	Failure of the Successful Bidder to pay the third installment of the Upfront Payment within the time specified in Clause 3.1	Entire Performance Security
2.	Failure of the Successful Bidder to comply with the Minimum Production and Dispatch Requirement as required under Clause 8	Value of the Performance Security for each failure to comply with the Minimum Production and Dispatch Requirement as specified in SCHEDULE D.
3.	Any transfer of the Mining Lease which is not in conformity with the Act and Rules made thereunder.	Entire Performance Security.
4.	Failure of the Successful Bidder to make the Monthly Payment and payments as per Clause 7.1.2	The amount of such Payment due and payable, along with interest computed in accordance with Rule 14 the Auction Rules.
5.	In case of lapse of the Mining Lease, to carry out protective, reclamation and rehabilitation measures in the Lease Area	Such proportion as may be determined by the State Government as per sub rule (10) of Rule 20 of Minerals (Other than Atomic and Hydro Carbons Energy Minerals) Concession Rules, 2016.
6.	In case of surrender of the entire area of the Mining Lease by the lessee	Entire Performance Security as per sub rule (3) of Rule 21 of Minerals (Other than Atomic and Hydro Carbons Energy Minerals) Concession Rules, 2016.
7.	Failure of the Successful Bidder to fully exploit mineral resources of the Mineral Block during the period of the lease as per the approved Mining Plan(s)	Entire Performance Security and such other penalty as may be imposed from time to time.
8.	In case of any Appropriation Event set forth elsewhere in this Agreement and/ or in the Tender Document	In the manner set forth in this Agreement and/ or the Tender Document, as the case may be.
9.	In case of the Warranties being untrue or misleading or incorrect in any manner whatsoever.	Entire Performance Security
10.	Termination of the Mining Lease (except termination under Section 4A(1)* of the Act).	Entire Performance Security
11.	Any other breach or non-compliance with any of the	Such proportion as may be determined by the State Government

	provisions of this Agreement.	in its sole discretion.

4.3.2. In the event of a part or total appropriation of the Performance Security, the Successful Bidder shall be required to: (i) rectify the Appropriation Event; and (ii) substitute the FDR constituting the Performance Security or deposit additional amount towards security deposit within 15 (fifteen) days of receipt of a notice under Clause 4.3.1.

4.3.3. Any one or more Appropriation Events resulting in appropriation of the entire Performance Security shall give the State Government a right to terminate the Mining Lease, without prejudice to any other proceeding to be taken against the Mining Lease holder.

It is clarified that for the purposes of this Clause the initial Performance Security provided under Clause 4.1.1 for INR [amount in figures] Rupees (amount in words) shall be reckoned, and not the reassessed Performance Security under Clause 4.1.2.

5. INFORMATION

5.1. In addition to information that may be required to be provided in accordance with Applicable Law, the Successful Bidder shall provide periodic reports to the State Government (or such other Governmental Authority as may be specified by the State Government) regarding mining operations at the Lease Area, including compliance with the Minimum Production and Dispatch Requirement, in accordance with the following provisions:

(a) Pre-Commencement Report

Prior to commencement of mining operations at the Lease Area, the Successful Bidder shall provide a written intimation ("**Pre-Commencement Report**") to the State Government once every 3 (three) months regarding the following:

(i) the actions taken by the Successful Bidder towards commencement of the mining operations at the Lease Area, including compliance with the Mining Plan and a tentative date for commencement of the mining operations;

(ii) any deviations from the Mining Plan, the reasons for such deviations and the steps taken by the Successful Bidder to rectify such deviation; and

(iii) whether in the opinion of the Successful Bidder, it shall be able to commence mining operations at the Lease Area within the time specified under sub-clause (i) above for commencement of the mining operations.

(b) Commencement Report

Within 7 (seven) days of the commencement of mining operations at the Lease Area, the Successful Bidder shall provide a written intimation to the State Government confirming commencement of mining operations at the Lease Area (the "**Commencement Report**").

(c) Periodic reporting

The Successful Bidder shall also submit such reports and information as required under the Act and the Rules made thereunder.

5.2. The reports under Clause 5.1 shall be provided to the State Government as attachments to an email addressed to the following e-mail address: dir.ukdgm@gmail.com or at such other e-mail address as may be specified in writing by the State Government from time to time. Such attachments must be digitally signed by the Successful Bidder using a Class III digital signature certificate issued by a certifying authority in India.

5.3. The State Government shall have the right to seek such further information regarding the reports provided under Clause 5.1 and also seek independent verification of the same.

6. UTILISATION OF MINERAL

6.1. The Successful Bidder shall utilize the Mineral strictly in compliance with Applicable Law, including the Act and the Rules framed thereunder.

6.2. The Mining Lease shall be for all major mineral(s) found in the area subsequent to the auction. The percentage of Value of Mineral Dispatched as quoted by the Successful Bidder under Sub-rule (3) of rule (8) of Auction Rules shall be applicable for the purpose of payment to the State Government in respect of each such mineral.

6.3 Where subsequent to the grant of Mining Lease, the presence of a minor mineral(s) is established or discovered, treatment of such minor mineral(s) shall be as per the provisions of Uttarakhand Minor Mineral (Concession) Rules 2023 (as amended or replaced from time to time) prevailing at the time when the minor mineral is discovered in the concession area.

7. PAYMENTS

7.1. Payment of bid amount

7.1.1. The Successful Bidder shall make monthly payments on the basis of the Final Price Offer (the "**Monthly Payment**"). The Monthly Payment shall be computed on the basis of the Value of Mineral Dispatched.

7.1.2. In case the annual dispatch is less than the Minimum Production and Dispatch Requirement specified in Clause 8, the Successful Bidder shall make payment on the basis of the Final Price Offer on the shortfall within 20 (twenty) days from the end of such year. For the purpose of compliance with the Minimum Production and Dispatch Requirement, the expression "year" shall mean the period of 12 (twelve) months commencing from the effective date of Mining Lease, and each subsequent 12 (twelve) month period thereafter. The Upfront Payment paid by the Successful Bidder shall be adjusted in full at the earliest against the amount payable in accordance with the per cent of Value of Mineral Dispatched quoted as the Final Price Offer on commencement of production of mineral(s). The treatment of the shortfall quantity (including the manner of its ascertainment, the grade to be considered, and the pricing in this regard) shall be as set forth in SCHEDULE G.

7.1.3. The Monthly Payment is required to be made within 20 (twenty) calendar days of expiry of each month with respect to Mineral dispatched from the Lease Area in such calendar month till Upfront Payment is adjusted in full. After the Upfront Payment is fully adjusted, the Monthly Payment is required to be made within 5 (five) calendar days of expiry of each month with respect to Mineral dispatched from the Lease Area in such calendar month.

7.1.4. All payments required to be made by the Successful Bidder shall be made net of all applicable taxes. In the event, taxes are payable, the Successful Bidder shall gross-up the amount payable and make payment of the aggregate amount.

7.1.5 In case of production and dispatch of mineral earlier than the schedule date of commencement of production, sub-Rule (2) of Rule 13 of the Auction Rules will apply, and has been quoted below:

> *"The lessee shall pay the applicable amount quoted under rule 8 to the State Government on a monthly basis.*
>
> *Provided that in case of auction of mining lease in respect of an area having existence of mineral contents established in accordance with rule 5 of the Minerals (Evidence of Mineral Contents) Rules, 2015, the lessee shall pay only fifty per cent of the amount quoted under rule 8, for the quantity of mineral produced and dispatched earlier than the scheduled date of commencement of production as given in the tender document:*
>
> *Provided further that for such quantity of mineral produced and dispatched, other payments as specified in sub-rules (1), (3) and (4) shall be payable in full and the successful bidder shall obtain all necessary approvals, permissions, licences and the*

like as may be required under any law for the time being in force for starting early production.

Explanation.— For the purposes of this sub-rule, it is clarified that the incentive specified in the first proviso on payment of amount quoted under rule 8 shall be applicable on the quantity of mineral produced and dispatched between actual date and the scheduled date of commencement of production."

The scheduled date of commencement of production is 3 (three) years from the date of issuance of Letter of Intent.

7.2. **Other payments**

The Successful Bidder shall also be required to make payments as required under Applicable Law, including the Act and the Rules framed thereunder.

8. MINIMUM PRODUCTION AND DISPATCH REQUIREMENT

8.1. The conduct of mining operations at the Lease Area shall be subject to the annual milestones listed in SCHEDULE D with respect to production and dispatch (the "**Minimum Production and Dispatch Requirement**").

8.2. The Successful Bidder would provide periodic information to the State Government regarding compliance with the Minimum Production and Dispatch Requirement in the manner stipulated in Clause 5 (INFORMATION).

8.3. Any non-compliance with the Minimum Production and Dispatch Requirement would result in appropriation of the Performance Security in the manner stipulated in Clause 4 (PERFORMANCE SECURITY AND APPROPRIATION) and in case where non- compliance with the Minimum Production and Dispatch Requirement exceeds for more than five instances during the term of the lease or occurs consecutively for three years, such non-compliance shall give the State Government a right to terminate the Mining Lease without prejudice to any other proceedings to be taken against the Mining Lease holder.

9. GENERAL RIGHTS AND OBLIGATIONS

9.1. Limited mining rights

Pursuant to this agreement the Successful Bidder shall be entitled to conduct mining operations only in the Lease Area and shall not be entitled to conduct the mining operations in any other area outside the Lease Area. The rights granted to the Successful Bidder herein to conduct mining operations are exclusive within the Lease Area.

9.2. Authorisations

The Successful Bidder shall obtain and maintain all Governmental Approvals required for commencing and conducting the mining operations at the Lease Area and performing its obligations under this Agreement.

9.3. Geological and archaeological finds

It is expressly agreed that other than rights to mine for the Mineral(s) (as may be granted under any Mining Lease pursuant hereto), geological or archaeological rights do not form part of the rights granted to the Successful Bidder under this Agreement and the Successful Bidder hereby acknowledges that except in relation to the Mineral(s) (as may be granted under any Mining Lease pursuant hereto), it shall not have any mining rights or interest in the underlying minerals, metals, gas, oil, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Lease Area shall vest in and belong to the Central/ State Government or the concerned Governmental Authority under Applicable Law. The Successful Bidder shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Central/ State Government forthwith of the discovery thereof and comply with such instructions as the concerned Governmental Authority may reasonably give for the removal of such property.

10. MINING PLAN AND COMPLIANCE WITH APPLICABLE LAW

10.1 The Mining Plan applicable pursuant to clause (b) of sub-section (2) of the Section 5 of the Act shall be complied with by the Successful Bidder at all times. The Successful Bidder shall also comply with Applicable Law in relation to conduct of mining operations.

10.2 The Successful Bidder shall implement an annual production and dispatch plan to ensure that the estimated quantity of mineral resources in the Mineral Block are fully exploited during the period of the Mining Lease as per the approved Mining Plan, failing which appropriate actions in accordance with this Agreement shall be initiated.

11. REPRESENTATIONS AND WARRANTIES

11.1. The Successful Bidder represents and warrants to the State Government (save as otherwise disclosed to the State Government in writing), as of the Agreement Date in the manner as detailed in SCHEDULE E ("**Warranties**").

11.2. None of the representations, warranties and/ or statements contained in this Agreement shall be treated as qualified by any actual or constructive knowledge on the part of the State Government or the Central Government or any of its respective agents, representatives, officers, employees or advisers.

11.3. In the event that any of the representations or warranties made or given by the Successful Bidder ceases to be true or stands changed, the Successful Bidder shall promptly notify the State Government of the same. The Successful Bidder hereby waives all its rights to invoke and shall not invoke the State Government's knowledge (actual, constructive or imputed) of a fact or circumstance that might make a statement untrue, inaccurate, incomplete or misleading as a defence to a claim for breach of Warranties or covenant or obligation of the Successful Bidder.

12. INDEMNITIES

12.1. In this clause, a reference to the State Government shall include the State Government; any of the departments or ministries of the State Government; and of the officers, employees, staff, advisors, representatives or agents of the State Government (collectively the "**Indemnified Party**") and the provisions of this Clause shall be for the benefit of the Indemnified Party and shall be enforceable by each such Indemnified Party.

12.2. The Successful Bidder shall indemnify the Indemnified Party against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Indemnified Party arising out of or in connection with:

(a) any breach of the Warranties;

(b) Successful Bidder's breach or negligent performance or non-performance of this Agreement;

(c) the enforcement of this Agreement;

(d) any claim made against the Indemnified Party for actual or alleged infringement of a Third Party's rights arising out of or in connection with mining operations at the Lease Area or performance or non-performance of any of the obligations under this Agreement to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Successful Bidder, its employees, agents or contractors;

(e) any claim made against the Indemnified Party by a Third Party for death, personal injury or damage to property arising out of or in connection with mining operations at the Lease Area or performance or non-performance of any of the obligations under this Agreement; or

(f) any loss or damages caused on account of breach of any Applicable Law by the Successful Bidder, including without limitation any costs incurred by the State Government in cleaning or rectifying of any environmental damages caused by the Successful Bidder on account of, lack of Good Industry Practice; breach, negligent performance or failure or delay in performance of this Agreement; or non-compliance with Applicable Law.

12.3. If any Third Party makes a claim, or notifies an intention to make a claim, against the Indemnified Party which may reasonably be considered likely to give rise to a liability under this indemnity (a "**Claim**"), the Indemnified Party shall as soon as reasonably practicable, give written notice of the Claim to the Successful Bidder, specifying the nature of the Claim in reasonable detail.

12.4. Subject to the Successful Bidder providing security to the Indemnified Party, to the Indemnified Party's sole and absolute satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, the Successful Bidder may take such action as it may reasonably deem fit to avoid, dispute, compromise or defend the Claim.

12.5. Payments of the amount of Claim shall become due and payable within 30 (thirty) days of receipt of notice of Claim. If a payment due from the Successful Bidder under this clause is subject to Tax (whether by way of direct assessment or withholding at its source), the Indemnified Party shall be entitled to receive from the Successful Bidder such amounts as shall ensure that the net receipt, after Tax, to the Indemnified Party in respect of the payment is the same as it would have been were the payment not subject to Tax.

13. ASSIGNMENT, SECURITY FOR FINANCING

13.1. Prohibition on assignment

13.1.1. Except as provided in this Clause 13, the Successful Bidder shall not assign this Agreement.

13.1.2. In situations where the Mining Lease of the Successful Bidder has been transferred in accordance with the provisions of the Act and Rules made thereunder, this Agreement shall be promptly assigned by the Successful Bidder to the transferee of such Mining Lease and the relevant assignee shall comply with the provisions of Clause 13.2.

13.2. Assignment conditions

Assignment of this Agreement under Clause 13.1 shall be subject to the following conditions precedent:

(a) the proposed assignee must meet the applicable Eligibility Conditions;

(b) the proposed assignee must agree to unconditionally and irrevocably adhere to the provisions of the Act and Rules made thereunder and this Agreement and must enter into a deed of adherence/ assignment agreement in such form as may be satisfactory to the State Government;

(c) the proposed assignee must have furnished the Performance Security, to substitute any subsisting Performance Security provided by the Successful Bidder; and

(d) the proposed assignee must have paid any other amount due from the Successful Bidder and agree to indemnify and hold the State Government harmless in all respects against any claims from any Third Party or the Successful Bidder with respect to such assignment.

13.3. Security for financing

13.3.1. Subject to Applicable Law, the Successful Bidder shall be entitled to create security over the Lease Area through mortgage for the purposes of availing financing from a bank or financial institutions for the purposes of financing of mining operations at the Lease Area and such security creation shall not require prior approval by the State Government or the Central Government.

14. INSURANCE

At all times during the Term hereof, the Successful Bidder will maintain, and cause its contractors and sub-contractors to maintain, with financially sound and reputable insurers, insurance against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is consistent with Good Industry Practice.

15. ACCOUNTS AND AUDIT

15.1. Audited accounts

The Successful Bidder shall maintain books of accounts recording all its receipts, income, expenditure, payment, assets and liabilities in accordance with Good Industry Practice and Applicable Law.

15.2. Appointment of auditors

The State Government shall have the right, but not the obligation, to appoint at its cost at any time, an auditing firm or an auditor to audit and verify all those matters, expenses, costs, realizations and things with respect to the Lease Area or which the statutory auditors are required to do, undertake or certify pursuant to this Agreement.

15.3. Certification of claims by statutory auditors

Any claim or document provided by the Successful Bidder to the State Government in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its statutory auditors in case of a company or chartered accountant in case of a partnership firm, individual, association of individual or sole proprietorship.

16. GOVERNMENT INSPECTION

16.1. The Central Government or the State Government, through its authorized representatives shall have the right to free ingress and egress within any part of the Lease Area at any time to inspect works or activities being undertaken or implemented by the Successful Bidder in order to monitor and verify compliance with the terms of this Agreement and Applicable Law.

16.2. The Central Government or the State Government, through its authorized representatives, shall have access to the Successful Bidder's financial and other records and transactions (relatable to any period) at any time upon reasonable advance notice, the right to copy therefrom, for the purpose of assessing the performance and compliance of the Successful Bidder with the terms of this Agreement and Applicable Law, Rules and regulations or to aid in the enforcement of the same.

16.3. The Central Government or the State Government shall have the right to conduct, either directly or indirectly through any Third Party, a performance audit to verify compliance by the Successful Bidder, of its obligations hereunder.

17. EVENT OF FORCE MAJEURE

17.1. Event of Force Majeure means any of the following events or circumstances or combination of the following events or circumstances which are beyond the reasonable control of the Successful Bidder, which could not have been prevented by Good Industry Practice or by the exercise of reasonable skill and care and which or any consequences of which, have a material and adverse effect upon the performance by the Successful Bidder of its obligations or enjoyment of its rights:

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

(ii) epidemic or pandemic;

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

(iv) nuclear, chemical or biological contamination or sonic boom;

(v) collapse of buildings, fire, explosion or accident; or

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

17.2. Provided it has complied with Clause 17.3, if the Successful Bidder is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by an Event of Force Majeure, the Successful Bidder shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations.

17.3. Upon occurrence of an Event of Force Majeure, the Successful Bidder shall:

(i) as soon as reasonably practicable after the start of the Event of Force Majeure but no later than 30 (thirty) days from its start, notify the State Government in writing of the Event of Force Majeure, the date on which it started, its likely or potential duration, and the effect of the Event of Force Majeure on its ability to perform any of its obligations under this Agreement; and

(ii) use all reasonable endeavours to mitigate the effect of the Event of Force Majeure on the performance of its obligations including following of Good Industry Practice.

17.4. If an obligation is suspended by reason of an Event of Force Majeure for more than 1 (one) month continuously, the Parties shall enter into good faith negotiations to revise the terms of this Agreement to reflect the changed circumstances, provided that this Agreement shall remain in effect during the period during which the Parties are negotiating the terms of any such revision.

18. EFFECTIVE DATE AND TERM

18.1. Effective Date

This Agreement shall come into effect on the Agreement Date i.e. [date]. Notwithstanding the foregoing it is expressly acknowledged and agreed that the rights of the Successful Bidder in respect of the Mineral Block, whether under this Agreement or otherwise, shall come into full force and effect from the date of execution of the Mining Lease.

18.2. Term

This Agreement shall commence on the dates mentioned in Clause 18.1and shall continue for the period of validity of the Mining Lease granted to the Successful Bidder ("**Term**").

18.3. Retention of Books and Records

Upon termination of this Agreement, the Successful Bidder shall retain all documents, books and records related to the Lease Area for a period of 3 (three) years or such longer period as may specified under Applicable Law. It is clarified that the Successful Bidder may also retain such books and records in electronic form if permitted under Applicable Law.

19. MISCELLANEOUS

19.1. Time of essence

Each of the Parties hereby agrees that, with regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

19.2. Publicity

The Successful Bidder shall not issue any information, document or article for publication in any news or communications media or make any public statement in relation to this Agreement without the prior written consent of the State Government unless required to do so by Applicable Law, provided that prior to any disclosure of any such information required by Applicable Law, the Successful Bidder must first notify the State Government, who shall then have the opportunity to respond to and/or dispute such intended disclosure.

19.3. Severability

19.3.1. If any term, provision, covenant or restriction of this Agreement or the application thereof to any Person or circumstance shall be held invalid, void or unenforceable by a court of competent jurisdiction or other Governmental Authority to any extent, the remainder of the terms, provisions, covenants and restrictions of this Agreement and the application thereof to Persons or circumstances (other than those as to which any portion of this Agreement is held invalid, void or unenforceable) shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

19.3.2. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

19.4. Costs and expenses

19.4.1. The Successful Bidder shall bear its own costs in connection with the execution of this Agreement.

19.4.2. The stamp duty payable for this Agreement shall be borne by the Successful Bidder.

19.5. Further assurance

The Successful Bidder shall cooperate with the State Government and execute and deliver to the State Government such instruments and documents and take such other actions as may be requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

19.6. **Legal and prior rights**

All rights and remedies of the State Government hereto shall be in addition to all other legal rights and remedies belonging to the State Government and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid and it is hereby expressly agreed and declared by and between the Parties hereto, that the determination of this Agreement for any cause whatsoever shall be without prejudice to any and all rights and claims of the State Government, which shall or may have accrued prior thereto.

19.7. **Waiver**

19.7.1. The waiver of any default or breach under this Agreement by the State Government shall not constitute a waiver of the right to terminate this Agreement for any substantial default of a similar nature or under any other terms and conditions of this Agreement.

19.7.2. No failure or delay by the State Government in exercising any right or remedy provided by Applicable Law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights and remedies of the State Government under or pursuant to this Agreement are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights and remedies under Applicable Law.

19.7.3. Submission of any document, information, report or notice, which contains any information or reference to any default or breach under this Agreement or any Applicable Law, to the State Government shall not be construed to be a deemed approval of such breach or default and the State Government may exercise any rights or remedies with respect to such default at any time.

19.8. **Amendments**

No amendment of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the Parties to it. The expression "amendment" shall include any amendment, variation, supplement, deletion or replacement however effected. Unless expressly agreed, no amendment shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of amendment, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so amended.

19.9. **Counterparts**

This Agreement may be executed in 2 (two) counterparts, each of which will be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, but all of which together will constitute 1 (one) and the same instrument.

19.10. **No agency or partnership**

The Parties agree that nothing in this Agreement shall be in any manner interpreted to constitute an agency for and on behalf of any other Party. None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind the other Party or shall be deemed to be the agent of the other Party in any way.

19.11. **Notices**

All notices, requests, demands or other communication ("**Notice**") required or permitted to be given under this Agreement and the provisions contained herein shall be written in English and shall be deemed to be duly sent by registered post with acknowledgment due, or transmitted by facsimile transmission to the other Parties at the address indicated in SCHEDULE F thereof or at such other address as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified to the Party giving the same in the manner provided in this Clause, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents. Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this Clause 19.11 shall be deemed to have been given and received on the day of its receipt at such address.

A copy of the Notice sent by registered post with acknowledgment due, or transmitted by facsimile transmission may also be sent through email to the email addresses specified in SCHEDULE F solely for the information of the recipient and shall take effect only when the registered post is actually delivered or the fax is received by the recipient, as the case may be.

19.12. **Entire Agreement**

The Mining Lease inclusive of this Agreement (including all such deeds and documents issued or executed pursuant hereto or referred to herein), and the Tender Document, together with all documents referred herein and thereunder constitutes and represents the entire agreement between the Parties with regard to the rights and obligations of each of the Parties and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein. If there is a conflict between the Mining Lease inclusive of this Agreement and the Tender Document, the Mining Lease inclusive of this Agreement would have overriding effect.

19.13. **Specific performance of obligations**

The State Government shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to seek or enforce specific performance of this Agreement, in addition to any other legal rights and remedies, without the necessity of demonstrating the inadequacy of monetary damages.

SCHEDULE A – LIST OF PERSONS

SCHEDULE B – LIST OF CONSENTS AND APPROVALS

[To be provided prior to execution.]

SCHEDULE C - PARTICULARS OF THE LEASE AREA

[To be provided prior to execution.]

SCHEDULE D - MINIMUM PRODUCTION AND DISPATCH REQUIREMENT

The Successful Bidder shall meet the annual Minimum Production and Dispatch Requirement as stated in the table below:

Year (since commencement of mining lease)	**Minimum Production and Dispatch Requirement (% of yearly production as per approved Mining Plan)**	**Value of Performance Security to be appropriated**
Year 1	0%	Equivalent to amount of Royalty+ DMF + NMET + SMET applicable on shortfall quantity [minimum production requirement (minus) actual annual production]
Year 2	10%	
Year 3	40%	
Year 4	50%	
Year 5	60%	
Year 6 onwards	60%	

SCHEDULE E - WARRANTIES

1. **INFORMATION**

1.1. The information, provided to the State Government during the tender process and any time thereafter, including but not limited to the information contained in this Agreement, by the Successful Bidder is true, accurate and not misleading in any manner whatsoever.

1.2. Neither this Agreement nor any of the information and documents provided during the tender process exercise contains any untrue statement of fact, or omits to state a material fact necessary to make the statements herein or therein not misleading. The documents provided to the State Government and/or its advisors during the conduct of the tender process, are true and complete copies of such documents and none of the information provided to the State Government and/or its advisors during the tender process was incorrect, inaccurate or misleading in any manner whatsoever.

2. **AUTHORITY**

2.1. The Successful Bidder has full legal capacity to enter into this Agreement and to perform its obligations under it and has taken all action necessary to authorise such execution and delivery and the performance of such obligations.

2.2. This Agreement has been duly executed and delivered by the Successful Bidder, and (assuming due authorisation, execution and delivery and performance by the Parties), constitutes a legal, valid and binding obligation of the Successful Bidder, enforceable against the Successful Bidder in accordance with the terms of the Agreement.

2.3. The Successful Bidder has obtained requisite corporate authorisation, including passing of all necessary resolutions at the meeting of its board of directors/partners/members held on [date] to execute this Agreement and carry out all transactions and actions contemplated under this Agreement and do all necessary acts incidental to this Agreement.

2.4. The execution and delivery of this Agreement by the Successful Bidder and the performance of the obligations under it do not and shall not:

(a) conflict with or violate any provision of the memorandum of association or articles of association of the Successful Bidder;

(b) require on the part of the Successful Bidder, any filing with, or permission, authorisation, consent or approval of, any Governmental Authority;

(c) conflict with, result in breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in favour of any party any right to terminate, modify or cancel, or require any notice, consent or waiver under, any contract or instrument to which the Successful Bidder is party or by which it is bound or to which its assets are subject; and

(d) violate, conflict with or constitute a default under any Applicable Law, lien, lease,

judgement, award, Act, order, writ, injunction, decree, statute, rule or regulation or any other restriction of any kind or character applicable to the Successful Bidder or its properties or assets.

2.5. No person is entitled to any brokerage, finder's, or other similar fee or commission in connection with the transactions contemplated by this Agreement.

3. **GENERAL**

The Successful Bidder

(a) is duly organized, validly existing and in good standing under the laws of India;

(b) meets all the Eligibility Conditions prescribed under the Act read with the Auction Rules and the Tender Documents;

(c) has the financial standing and capacity to undertake mining operations at the Lease Area in accordance with the Minimum Production and Dispatch Requirement;

(d) is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;

(e) there are no actions, suits, proceedings or investigations pending or to the Successful Bidder's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may constitute an event of default hereunder;

(f) has neither violated or defaulted nor has knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Authority;

(g) has complied with Applicable Law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities;

(h) except as set forth in any Mining Lease, all rights and interests of the Successful Bidder in and to the Lease Area shall pass to and vest in the relevant Governmental Authority on the date of termination or expiry hereof, free and clear of all Encumbrances without any further act or deed on the part of the Successful Bidder or the Central Government;

(i) no bribe or illegal gratification or any other illegal amount has been paid or will be paid in cash or kind by or on behalf of the Successful Bidder to any Person to procure the rights granted hereunder; and

(j) Without prejudice to any express provision contained in this Agreement, the Successful Bidder acknowledges that prior to the execution of this Agreement, the Successful Bidder has after a complete and careful examination made an independent evaluation of the Lease Area and the information provided by the State Government, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to

arise or may be faced by the Successful Bidder in the course of performance of its obligations hereunder. The Successful Bidder also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the State Government and any Governmental Authority shall not be liable for the same in any manner whatsoever to the Successful Bidder.

SCHEDULE F - ADDRESS FOR PROVIDING NOTICES

A. Notice to the State Government

Address	
Telephone	
Fax	
E-mail (only for information)	

With CC to the Central Government

Address	Ministry of Mines
Telephone	
Fax	
E-mail (only for information)	

B. Notice to the Successful Bidder

Address	
Telephone	
Fax	
E-mail (only for information)	

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorised representatives on the date and year written below, at Dehradun:

Signatories

Government of Uttarakhand	[Name of the Successful Bidder]
……	…….. Name:
Name:	Designation Date:
Designation: Date:	Duly authorized to execute this Agreement pursuant to resolution passed by the board of directors of the [*name of the Successful Bidder*] on [*date*].

SCHEDULE G - TREATMENT OF SHORTFALL QUANTITY

[Magnesite]

Treatment of shortfall quantity: The shortfall quantity shall be considered in the same ratio for each type of grade, as the ratio arrived at based on the quantities of each type of grade actually despatched in a year.

Price to be applied for shortfall quantity: the average of the monthly Average Sales Price of Uttarakhand published by IBM for the concerned grade and in the event [Insert name of mineral] State price is not published by IBM then all India published price will be considered.

Provided in case of no production during a year, ratio of grades', as per dispatches in the preceding year will be considered for treatment of shortfall quantity for each type, in such year. However, price to be applied for the shortfall quantity shall be based on Average Sales Price of Uttarakhand published by IBM for the concerned grade and in the event Uttarakhand State price is not published by IBM then all India published price for the financial year with no production for the purpose of calculation of payment related to Minimum Production and Dispatch Requirement.

Provided further in case of no production after the grant of Mining Lease, ratio of grades in the geological report shall be considered. Further, the price to be applied for the shortfall quantity shall be based on Average Sales Price of Uttarakhand published by IBM for the concerned grade and in the event Uttarakhand State price is not published by IBM then all India published price for the financial year with no production for the purpose of calculation of payment related to Minimum Production and Dispatch Requirement.

Schedule V: Format of Information Memorandum

[Attached separately to the Tender Document on the e-auction website of uktenders.gov.in]

Schedule VI: **Indicative Format of Letter of Intent for Mining Lease**

No.
Directorate of Geology and Mining,
Govt. of Uttarakhand,
Bhopalpani (Kadaikhala),
Raipur-Thano- Airport Motor Road,
P.O. Dhanyari,
Dehradun,
Uttarakhand-248008

Date:

To,

[Name of Preferred Bidder] [Address of Preferred Bidder]

Sub: Letter of intent with reference to e-auction dated [Insert Date] for grant of a Mining Lease for [Name of Mineral Block] for [Name of the Mineral] in.....village, ……. Taluka, …… District on …… Hectare Area of Survey No. ……

1. **Background**:

1.1. The Directorate of Geology and Mining (DGM), Government of Uttarakhand pursuant to the Mines and Minerals (Development and Regulation) Act, 1957 (the "**Act**") and the Mineral Auction Rules, 2015 as amended from time to time (the "**Auction Rules**") issued the notice inviting tender dated [Insert Date] to commence the auction process for grant of Mining Lease for [Name of Mineral Block] located in [Name of the District of Uttarakhand]. The e-auction process was conducted in accordance with the tender document for the said mineral block and [Name of the Preferred Bidder] was declared as the 'Preferred Bidder' under Rule 17 read with Rule 9(9)(iii) of the Auction Rules having quoted a Final Price Offer of [Insert Amount].

1.2. As required under Rule 10(1) or Rule 10(1A) of the Auction Rules and the tender document for the said mineral block, [Name of the Preferred Bidder] has made payment of the first instalment, being 20% (twenty percent) of the upfront payment of Rs. [Insert Amount (both in number and words)] through (Mode of Payment) dates (date of making of payments), which was received on (date of receipt of payment) at (Location).

2. Grant of Letter of Intent

2.1. Accordingly, pursuant to Rule 10(2) of the Auction Rules and the terms of the Tender Document, the Government of Uttarakhand is issuing this letter of intent for grant of Mining Lease for [Name of Mineral Block] for [Name of the Mineral] in …… village, ……. Taluka,..... District on …… Hectare Area of Survey No. ..... to [Name of Preferred Bidder] for a period of 50 (fifty) years.

3. Conditions

3.1. This letter of intent and the subsequent grant of aforementioned Mining Lease shall be subject to the provisions of the Act and the rules made thereunder, as amended from time to time, and the [Name of the Preferred Bidder] shall be designated as the 'successful bidder' and subsequently granted the Mining Lease only upon satisfactory completion of all the requirements under the

Act and the rules made thereunder.

[Name of the Preferred Bidder] shall be bound by (i) the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal of any Applicable Laws (including the Act and Rules) occurring at any time, including prior to or after the Bid Due Date; (ii) any amendments made by the State Government to this effect in the Tender Document, the letter of intent, the MDPA and/or the mining lease deed at any time, including prior to or after the Bid Due Date.

3.2. For reference, the requirements under the Auction Rules for designation of [Name of the Preferred Bidder] as the 'successful bidder' and subsequent grant of the Mining Lease are reiterated below. It is clarified that the requirements mentioned below are only for reference and in the event of any change in the Act or the rules made thereunder, the requirements under the modified Act or the rules made thereunder, as the case may be, shall be applicable.

(a) Designation as the "Successful Bidder":

[Name of the Preferred Bidder] shall be considered to be the 'successful bidder' upon:

(i) continuing to be in compliance with all the terms and conditions of eligibility;

(ii) payment of the second instalment being 20% (twenty per cent) of the upfront payment;

(iii) furnishing an irrevocable and unconditional performance security to the State Government from an Acceptable Bank and payable at Dehradun, Uttarakhand, pursuant to the Auction Rules;

(iv) satisfying the conditions specified in clause (b) of sub-section (2) of Section 5 of the Act with respect to a mining plan; and

(v) [Additional condition, if any, to be mentioned – prior approval of the Central Government must have been obtained with respect to such additional condition – as required under Rule 10(3)(e) of the Auction Rules.].

(b) Signing of the Mine Development and Production Agreement

[Name of the Successful Bidder] shall sign the Mine Development and Production Agreement with the Government of Uttarakhand upon obtaining all consents, approvals, permits, no-objections and the like as may be required under applicable laws for commencement of mining operations.

(c) Grant of Mining Lease

Subsequent to signing of the Mine Development and Production Agreement, [Name of the Preferred Bidder/ Successful Bidder] shall make payment of the third instalment being 60% (sixty per cent) of the upfront payment and thereafter the Government of Uttarakhand shall grant the aforementioned mining lease.

4. Validity

4.1. This Letter of Intent shall be valid only if [Name of the Preferred Bidder] ensures

that the Bid Security is valid until the Performance Security is furnished to the Government of Uttarakhand failing which this letter of intent shall become invalid from the date of expiry of the Bid Security.

4.2. This letter of intent is valid for a period of 3 (three) years from the date of its issuance, within which time all the above conditions must be fulfilled and the Mining Lease deed must be executed between the [Name of the Preferred Bidder] and the Government of Uttarakhand. In case there is a delay in execution of Mining Lease Deed due to reasons beyond the control of the Preferred Bidder, then it may submit an application to Government of Uttarakhand, requesting for further extension

4.3. If the Government of Uttarakhand is satisfied that there is a delay in execution of Mining Lease Deed due to reasons beyond the control of the Preferred Bidder and a longer period is required to enable the Preferred Bidder to satisfy all or any of the above conditions, it may extend the validity of this letter of intent for such period or periods as the Government of Uttarakhand may specify. Provided that:

(a) this letter of intent shall be extended for a maximum period of 2 (two) years; and (b) the total period for which this letter of intent would remain valid must not exceed 5 (five) years from the date of issuance.

4.4. The holder of the Letter of Intent shall comply with the terms and conditions of this Letter of Intent, including executing the Mining Lease within the period referred to in Sub-rule 6 of Rule 10 of the Auction Rules, failing which:

(a) this Letter of Intent shall be revoked; and

(b) the Bid Security or the Performance Security, as the case may be, and any instalment of Upfront Payment paid, shall be forfeited and appropriated in full by the State Government

[*Name of the Preferred Bidder*] shall furnish acceptance of the terms and conditions of Letter of Intent by [Insert Date].

[Designation]

Industries and Mines Department

Copy to:

Directorate of Geology and Mining
Government of Uttarakhand
Dehradun

Geological Memorandum
On
Mineral Magnesite Around Dungara District Pithoragarh Uttarakhand

Block Name: Dungara
Block Code: UK_Pith_Dungara_02
Mineral Commodity: Magnesite

Reference Report
Report on the Origin of the Magnesite Deposites of southern Pithoragarh, Kumaun Himalayan, India. K.S.Valdiya, 1968
Joint report of the site identified for magnesite mining lease situated around village Dungara, Patti baste, Tehsil & District Pithoragarh. 2026-27

Year: 2026-27

Form-IV A

1. Block Details:

a.	Block Name:	Dungara
b.	Block Code	UK_Pith_Dungara_02
c.	Mineral Commodity:	Magnesite
d.	Title of the report/s:	1- Origin of the Magnesite Deposites of southern Pithoragarh, Kumaun Himalayan, India. K.S.Valdiya, Eco. Geo. Vol. 53. 1968 pp. 924-934. (Annexure enclosed) 2- Joint report of the site identified for magnesite mining lease situated around village Dungara, Patti baste, Tehsil &District Pithoragarh. 2026-27.
e.	Investigation Period:	1968 and 2026-27

2. Location Details of the Block as 1.a

a.	State :	Uttarakhand
b.	District :	Pithoragarh
c.	Tehsil:	Pithoragarh
d.	Village's:	Dungara, Patti baste,
e.	SOI Toposheet No:	62 C/9
f	Areya of The Block	7.094 Ha
g	Boundary Coordinates of Block	Coordinates enclosed in annexure.

3. Mineral Commodity of Exploration area

a	Mineral Commodity for which Exploration Carried out	Magnesite
b	Mineral/ores identified /available within the block	Dolomite, shale and Cross bedded Quartzite

4. Regional and Local Geology of the exploration area including GM area

		Regional Geology	Local Geology
a	lithostratigraphy	BerinagQuartzites Thrust Gangolihat Dolomites: Lower membercomprisesmassive dolomites and dolomitic limestones with great development of stromatolites. It includes the lentiform deposits of magnesite. The upper member consists of tuffaceouspurple phyllites and white marble. Sor Slates: ThalkedarLimestones: Olive-green, brown, gray and blackslates.Subordinateargillaceous and dolomitic limestones. A prominent member of protoquartzites. Cherty and dolomitic limestones and siliceous dolomites and calcphyllites. RautgaraQuartzites: Brown and grayish pink protoquartzites and purple, olive-green and brown slates. Saryu Thrust Lohaghat Group	This area show part of Carbonates of Gangolihat Dolomite sequence. The local stratigraphy shows that the mineralised zone lies between upper Carbonates, as below: Upper Carbonates:Magnesite, sporadic dolomite Middle TalcosePhyllite:Talc in pockets Lower Carbonates:Dolomite/Dolomitic intercalation. The magnesite mineral occurs as a band in the host rock of dolomite/Dolostone. Theupper part of dolomite/dolostone is calcareous & it is marked by presence of stramatolytes. In upper part, magnesite is siliceous. Huge boulders of magnesite are seen towards southeast of the area & it is probably rolled down from the upper levels.
b	Principal rock types	-	calc-rocks, especially the dolomitic limestone.
c	General trend with dip strike and other structural details	-	The general strike of rocks in the area is N70degE to S70degW, amount of dip varies from 55deg to 58deg & dip direction varies from N20degW.
d	Data spacing for exploration results	NA	NA
e	Nature and Extent of mineralization	-	The magnesite mineralization is found within the dolomitic limestone as lensoid bodies which are controlled by shearing strike NE-SW and NW-SE.

5. Details of Geophysical and geochemical investigation including GM area

a	Geophysical	NA
b	Geochemical	Data available with DGM Uttarakhand (Annexure enclosed)

6. Technological investigation

a	Pitting	NA
b	Trenching	NA
c	Drilling	NA

7. Sampling and Analysis exploration area

a	No of surface samples	12
b	No of pit and trench samples	NA
c	No of Bore hole samples	4
d	No of Check samples	12
e	No of Mineralographic Study	NA

8. Results of Chemical analysis of field rock samples of exploration area (Annexure Enclosed)

a	Bulk Density	2.87 g/cm3
b	Chemical analysis of the samples with minimum Maximum	Sio_2 +Ins-8.49 to 12.59 R_2O_3- 3.18 to 6.99 CaO- 1.08 to 11.13 MgO- 34.65 to 39.78

9. Resource estimation in the exploration area

a	Approx. estimated Reserve	2292441 Ton

खनिज का नाम	विज्ञप्ति के अनुसार लॉट का क्रमांक	लॉट का विवरण						संभावित खनिज भंडार (टन)	रॉयल्टी दर (रू0 प्रति टन)	प्रतिवर्ष निकासी हेतु आगणित उपखनिज की मात्रा (टन में)	आधारमूल्य की धनराशि (रू0 में)
		जनपद	तहसील	ग्राम	खसरा विवरण (भूमि श्रेणी)	क्षेत्रफल (हैक्0)	कोर्डिनेट				
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.
मैग्नेसाइट	1	पिथौरागढ	पिथौरागढ़	डुंगरा	1 (क)–(निजी नाप) 9(3)ड.–(राज्य सरकार)	7.094	संलग्न	22,92,441	59.94	45,848.82	27,48,178.28

Economic Geology
Vol. 63, 1968, pp. 924–934

Origin of the Magnesite Deposits of Southern Pithoragarh, Kumaun Himalaya, India

K. S. VALDIYA

Abstract

A chain of lentiform deposits of coarsely crystalline magnesite extends at least for 130 km northwest from the Kali Valley to the Alaknanda Valley. The deposits have uniform average thickness and chemical and mineralogical composition throughout. The magnesite rock is restricted to a narrow stratigraphic interval in the upper part of the Gangolihat Dolomites of the Calc Zone of Pithoragarh-Tejam and is almost invariably associated with the biohermal stromatolite-bearing dolomites. A situation similar to the modern Coorong Lagoon and its associated ephemeral lakes of southeast South Australia is visualized for the lagoons and barred embayments in the back-reef shelf of the Gangolihat sea. Development of these barred basins is attributed to the biohermal barriers built by algae. The Mg/Ca ratio of the basin-waters progressively increased with the passage of time as a cumulative result of biogenic and inorganic precipitation of $CaCO_3$ during the aqueous stages of sedimentary process. Accumulation of algal debris further added to the concentration of magnesium. The Mg/Ca ratio became so high that during periods of high pH the earlier-formed carbonates were converted into carbonate-assemblages of higher magnesium content including magnesite. The high pH is attributed to prolific growth of the algae. Magnesium-rich basin-waters were potent enough to react upon the susceptible framework of algal bioherms and associated limestone beds and gave rise to discordant bodies of magnesite deposits. Coarse granularity of magnesite is attributed to later recrystallization during regional metamorphism.

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The evolution of magnesite:	
External sources of MgO not plausible	931
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Introduction

A STROMATOLITE-BEARING dolomitic member with lentiform deposits of coarsely crystalline magnesite forms a key horizon of the Gangolihat Dolomites of the Calc Zone of Pithoragarh in the Kumaun Himalaya, India. The stromatolites fix the age of the Gangolihat Dolomites between Algonkian and Early Ordovician. The total volume of magnesite is of the order of several billion tons and the deposits occur in a linear tract stretching at least from the Kali Valley northwest to the Alaknanda Valley. Spathic magnesite also occurs in the Lower Shali Limestone of the Sutlej Valley farther northwest and in similar rocks in Western Nepal to the east.

The origin of these Himalayan deposits of magnesite has recently become a subject of engaging controversy. Muktinath (1949), Nautiyal (1953), Sarkar, Hore and Viswanathan (1961), Agrawal and Singh (1960), Muktinath and Wakhaloo (1962), Dalela, Dube and Srivastava (1965), and Dubey and Dixit (1962) believe that the dolomites were transformed into magnesite as a result of hydrothermal metasomatism by magnesian solutions supposed to have emanated from basic intrusions of the terrain. This suggestion was disputed by Misra and Valdiya (1961), who postulated primary origin of magnesite in an essentially sedimentary environment. They believed that the precipitation of magnesium carbonate was probably aided by the algal activity. Recent work by the author has led him to conclude that as a result of high Mg/Ca ratio of the water in the lagoons and barred embayments in the back-reef shelf of the Gangolihat sea the earlier-formed carbonates were converted into carbonate-assemblages of higher magnesium content, including magnesite. It is suggested that algae played a significant and active role in creating an environment conducive to the evolution of such assemblages of Mg-rich carbonates by building biohermal reefs and thus restricting the circulation of sea water and raising the pH during their prolific growth.

The present study covers the magnesite deposits of the area in the southern part of Pithoragarh district of the Kumaun Himalaya lying between the

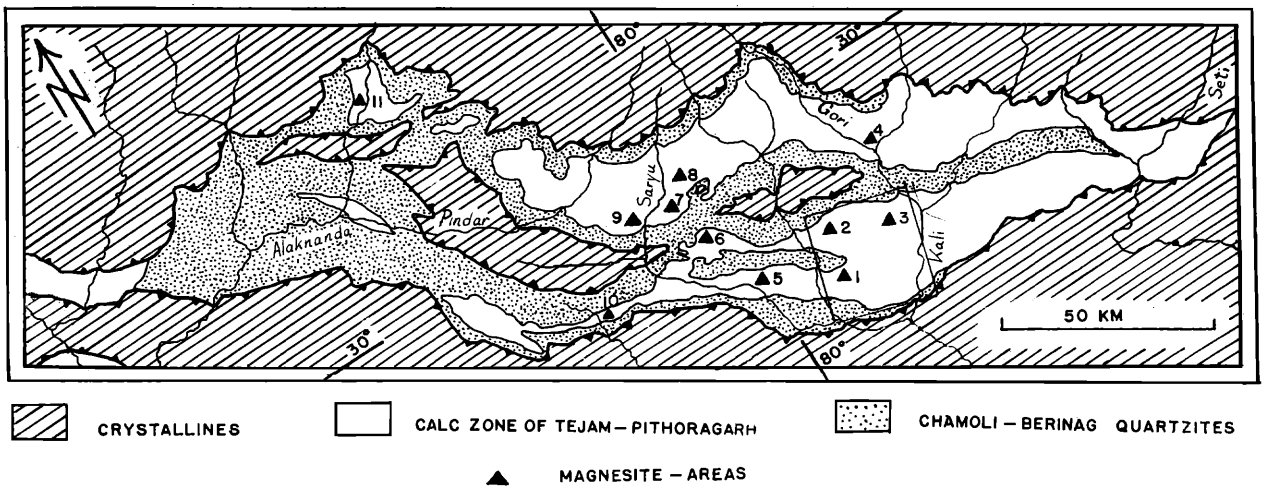

FIG. 1. Tectonic map of a part of Kumaun Himalaya showing the areas where magnesite deposits have been discovered to date. 1. Pithoragarh; 2. Dewalthal; 3. Kanalichhina; 4. Baluwakot; 5. Ganai; 6. Kanda; 7. Pungar valley; 8. Kapkot; 9. Lahore valley; 10. Dewaldhar; 11. Belakuchi, Chamoli District.

longitudes 80°6′ and 80°22′ E and latitudes 29°35′ and 29°43′ N. The geology has been described by the writer (Valdiya, 1962, 1965; Misra and Valdiya, 1961). The field succession of rocks is given in Table 1.

The sequence of the Calc Zone of Pithoragarh is inverted structurally, so that the Gangolihat Dolomites now form the top of the succession. The former Saryu Valley Quartzites have been redesignated as Rautgara Quartzites.

Stratigraphic Relationship

The lentiform magnesite deposits form a persistent chain within the stratigraphically upper part of the Gangolihat formation. The deposits range from a fraction of a metre thick at their extremes to 30 m

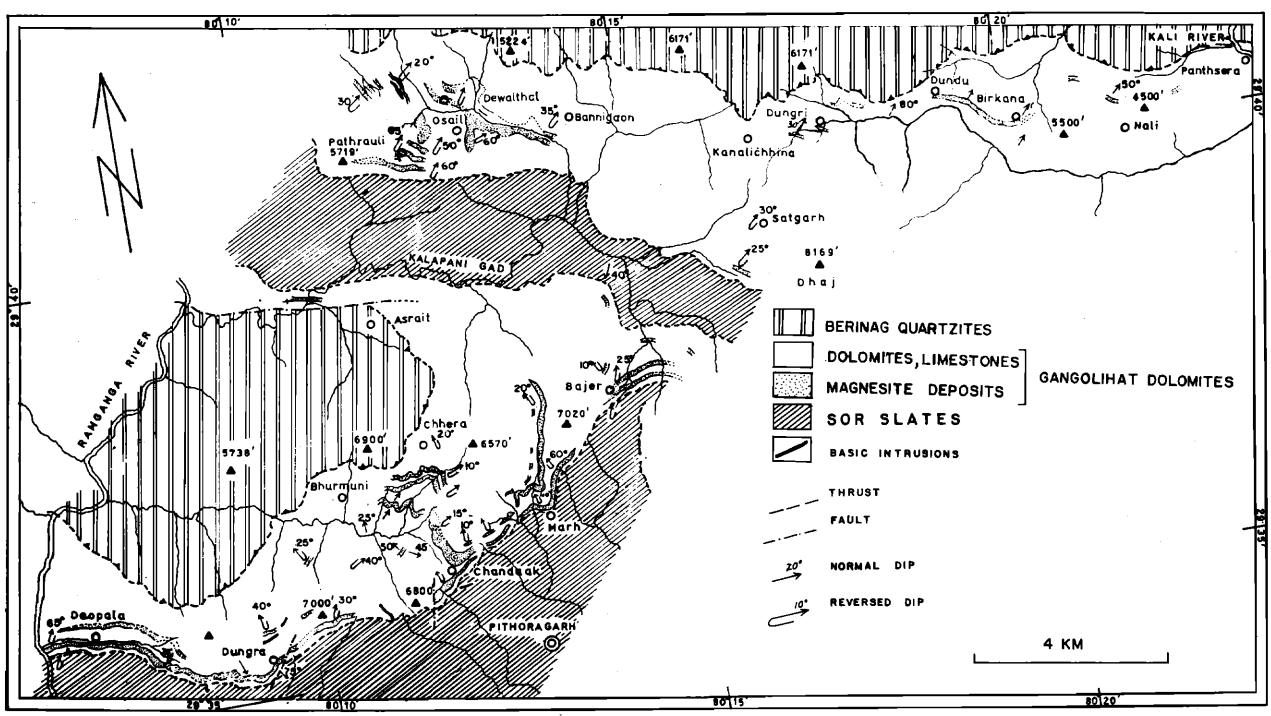

FIG. 2. Geological map of the southern part of Pithoragarh District, showing lentiform deposits of magnesite in the lower part of the Gangolihat Dolomites of the Calc Zone of Pithoragarh.

TABLE 1. *Field Succession of Calc Zone of Pithoragarh, Kumaun*

Berinag Quartzites	
—Thrust—	
Gangolihat Dolomites:	Lower member comprises massive dolomites and dolomitic limestones with great development of stromatolites. It includes the lentiform deposits of magnesite. The upper member consists of tuffaceous purple phyllites and white marble.
Sor Slates:	Olive-green, brown, gray and black slates. Subordinate argillaceous and dolomitic limestones. A prominent member of protoquartzites.
Thalkedar Limestones:	Cherty and dolomitic limestones and siliceous dolomites and calc phyllites.
Rautgara Quartzites:	Brown and grayish pink protoquartzites and purple, olive-green and brown slates.
—Saryu Thrust—	
Lohaghat Group	

or more in their central parts. Locally the magnesite lenses have wide strikewise continuity, such as one that extends for about 10 km from Deopala to Dungra (Fig. 2). The same outcrop is possibly separated and offset by a cross fault from another that stretches eastward for two kilometers. However, small, isolated and irregular or lensoid bodies of magnesite are common in the vicinity of the larger ones. Considering the great regional extent of these deposits, extending at least 130 km from the Kali Valley to the Alaknanda Valley (Fig. 1), the constancy of the range of their average thickness between 5 and 25 m (15 and 80 feet) is indeed very striking. Despite the variation in thickness, the deposits occur at a definite level in the stratigraphic column. Also, the lateral extent of an individual deposit as compared to its thickness is decidedly great. Persistence in stratigraphic position and thickness indicates sedimentary control on the origin of the deposits.

TABLE 2. *Thickness of Magnesite Deposits in Different Areas*

Area	Thickness		Source
	Range	Average	
Pithoragarh area	20′– 75′	47.5′	Valdiya (1962)
Dewaldhar area	50′–115′	82.5′	Sarkar et al. (1961)
Pungar valley	40′– 50′	45.0′	Dalela (1965)
Tuper valley	25′– 40′	32.5′	Muktinath & Wakhaloo (1962)
Chhani area	10′– 15′	12.5′	*Ibid.*
Jhiroli	45′– 50′	47.5′	*Ibid.*
Nail	20′– 25′	22.5′	*Ibid.*
Tanga	10′– 15′	12.5′	*Ibid.*
Dauri	40′– 45′	42.5′	*Ibid.*
Agar-Chhana	20′– 30′	25.0′	Singh et al. (1960)
Harap-Jakhera	15′– 50′	32.5′	*Ibid.*
Jakh-Harbar	40′– 50′	40.0′	*Ibid.*
Alaknanda valley	50′– 60′	55.0′	Dalela et al. (1965)

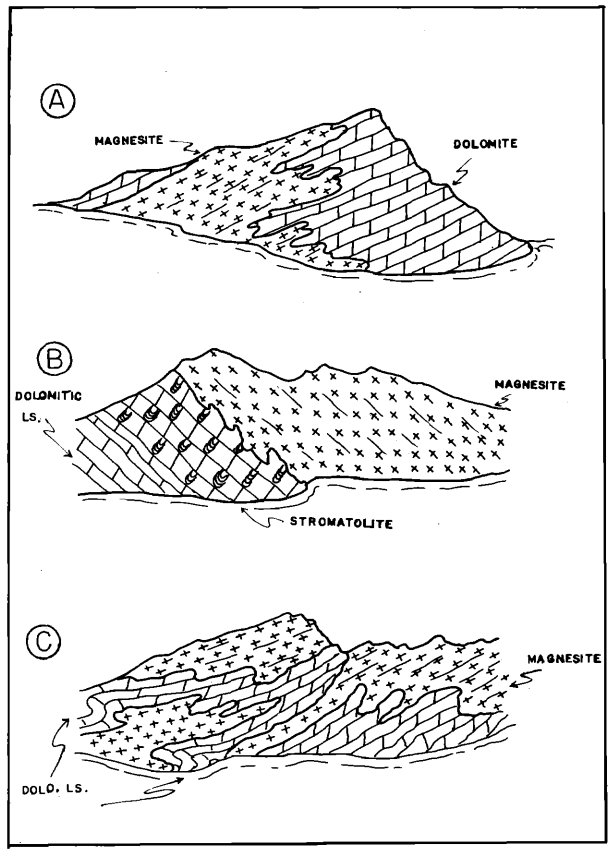

FIG. 3. Diagrammatic sections showing discordant relationship of the dolomite and magnesite deposits. Note the irregular contacts. A. 1½ km west of Dhaj along the Pithoragarh-Dharchula highway; B. and C. 1 km east of Osail near Dewalthal.

The Sinian magnesite of Malygkhingan of Manchuria (Khodak and Cherbotarev, 1961) and of northern China (Nishihara, 1956) forms irregular, though concordant bedded deposits similar to those in the Gangolihat Dolomites. The bedded character of the magnesite rock is commonly brought into bold relief by fine films of black talcose matter. At many places alternation of magnesite and dolomite is observed. Locally, however, there are exception and magnesite shows discordant relations with dolomites, marked by interdigitations and lateral fraying out of the crystalline magnesite in the dense aphanitic dolomites (Fig. 4 A & C). The road-cuts along the Pithoragarh-Dharchula highway and the Pithoragarh-Dewalthal road (Fig. 3) display such indented contacts and discordance.

No zones of transition or gradation are seen at the magnesite-dolomite contacts. Even mottling of dolomite in the immediate proximity of magnesite

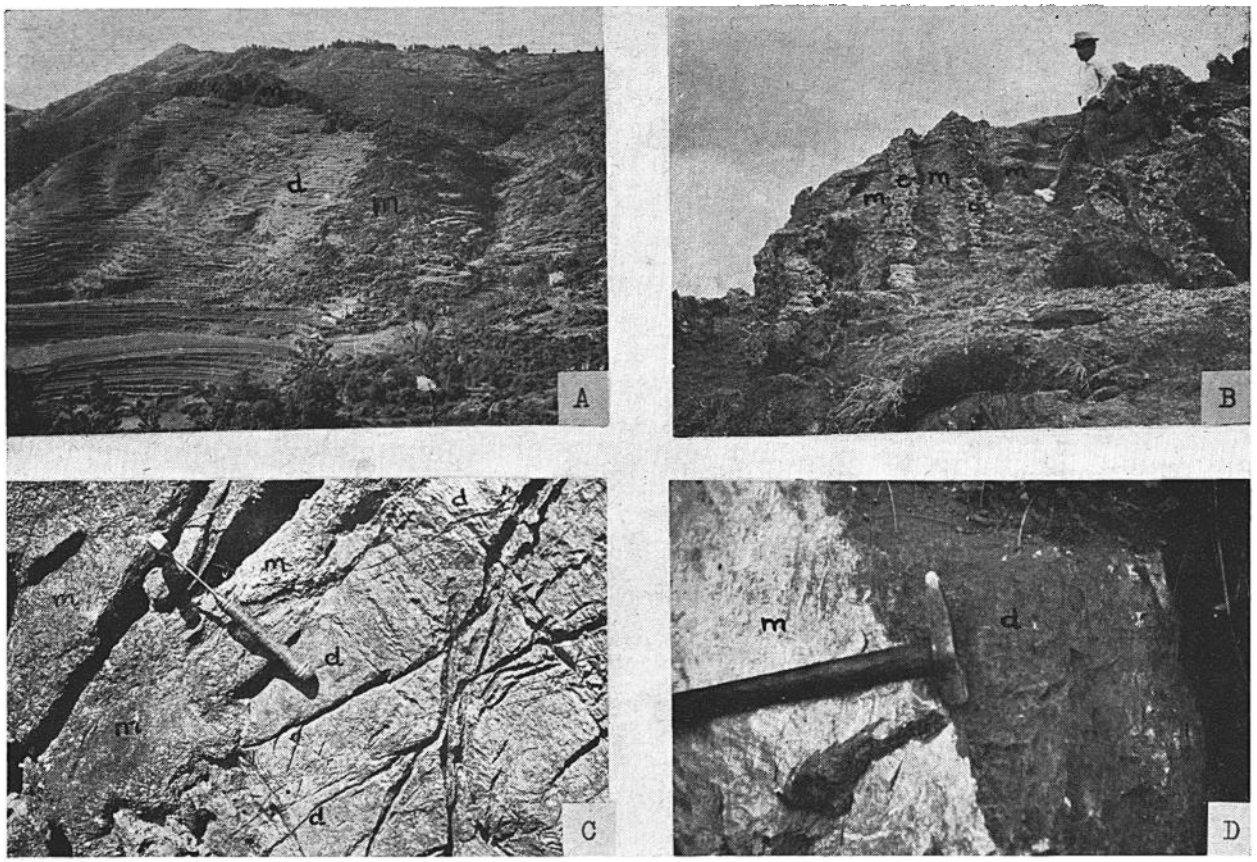

FIG. 4. A. The outcrop of magnesite deposit (dark) shows discordant relationship with the strike of the dolomites (gray) Targaon, about 2 km NW of Pithoragarh. B. Alternating bands of chert (grayish white) and magnesite beds. Dungra, about 5½ km west of Pithoragarh. C. The magnesite (dark gray) cuts across the dolomite (grayish white). Targaon, about 2 km NW of Pithoragarh. D. The contact of magnesite (white) and dolomite (dark). Chandaak, 2 km WNW of Pithoragarh.

is very rarely observed. Patches and inclusions of dolomite, which commonly show stromatolites in excellent state of preservation, do not always have sharp contacts with the surrounding magnesite. In such cases the contacts may be marked by interlocking of blades or prisms of magnesite with the micritic dolomite.

Basic intrusions of doleritic or dioritic composition occur at many places in the sedimentary sequence as sills and as dikes. The thrusted Berinag Quartzites are characterized by numerous flows of lavas and some sills, both being metamorphosed to rocks of green-schists facies. The basic rocks of the quartzite group are possibly older than those of the Calc Zone, as suggested by their higher metamorphic grade. The metamorphosed basic rocks are identified as lava flows by flattened amygdules, deformed vesicles and relict texture and they are possibly penecontemporaneous with the quartzites. The basic rocks of the Calc Zone, on the other hand, were intruded very much later, as is obvious from the deformation they have wrought in the country rocks. However, in an impressive majority of cases the magnesite and basic rocks are not in contact at the surface and probably do not connect at depth. In a very few cases where the two are in closs proximity or lie in contact, there are no signs of progressively diminishing intensity of magnesitization with increasing distance from the basic intrusions. As a matter of fact, the basic rocks are a common feature of the entire Calc Zone, but the magnesite deposits are confined to a narrow stratigraphic interval in the Gangolihat formation alone. It is also significant that these intrusions have failed even to produce contact metamorphism on the country rocks, including dolomites.

The Calc Zone-Berinag Quartzites contact is thrusted. This tectonic dislocation has created complex and disharmonic drag-folds in the dolomites and phyllites so that the vertical distance (separation) between the magnesite horizon and the base of the quartzites is now variable.

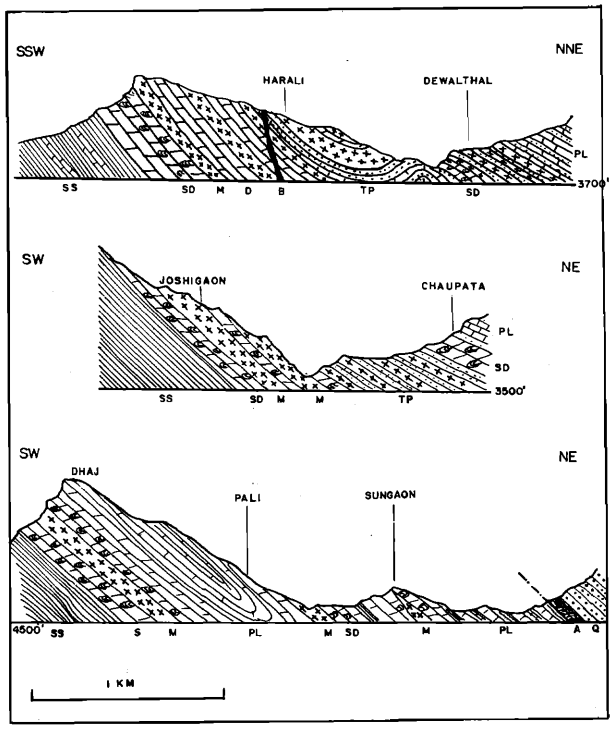

FIG. 5. Geological cross-sections showing the position and mode of occurrence of the magnesite. First two sections are of the Dewalthal area and the third of the Kanalichhina area. SS: Sor Slates, SD: Stromatolitic dolomites, M.: Magnesite, D.: Dolomite, B.: Basic intrusion, T.P.: Talcose phyllite, P.P.: Purple phyllite, A.: Amphibolite, Q.: Berinag Quartzites.

Composition and Textural Characters

Composition.—The constancy of mineralogical and chemical composition throughout the entire horizon is not only remarkable but significant. The rock is made up predominantly of magnesite with small quantities of dolomite, siderite, breunerite, chert, and talc. Talc varies in proportion from place to place. Siderite and breunerite impart reddish color to the rock (e.g., Baste and Bisabajer). Chemical composition of the average magnesite is uniform throughout, exhibiting only slight variation. Similar observation has been made by Sarkar, Hore and Viswanathan (1961) for the magnesite deposits of the Dewaldhar area in the Almora district. Table III shows the average composition of the magnesite deposits of three different areas.

TABLE 3. *Average Composition of Magnesite Rocks*

	Pithoragarh Area (Valdiya, 1965)	Dewaldhar Area (Sarkar et al., 1961)	Pungar Valley (Agrawal & Singh, 1960)
MgO	42.30%	43.39%	41.67%
CaO	1.66%	1.40%	1.73%
SiO_2 + Insoluble*	5.53%	2.83%	4.07%
R_2O_3	3.51%	1.71%	3.00%
Approximate average			
$MgCO_3$	90.22		
$CaCO_3$	2.87		
$SiO_2 + R_2O_3$	6.91		

* Insoluble in hydrochloric acid.

The compositional homogeneity throughout implies uniformity of the distribution of magnesium-rich original sediments. Comparison of chemical analyses of the magnesite rock (Table 4) with those of the algal dolomites (Table 5) shows no compositional gradation between the two rock types.

Localities (Fig. 2).—1. Deopala in the Ramganga valley; 2. Chandaak, 2 km. northwest of Pithoragarh; 3. Dungri 1½ km east of Kanalichhina; 4. Dewalthal; 5. Bisabajer, 5 km north of Pithoragarh; 6. Near Rinn, in the valley of Dewalthal Gad; 7. Marh, 2 km north of Pithoragarh.

Texture.—The tortuous veins and bands, 4 to 5 cm thick, of very coarse-grained prismatic magnesite within the equigranular matrix of the bedded magnesite (Fig. 6 C) possibly suggests the guiding influence of the bedding planes and joints in the evolution of the magnesite rock. These bands exhibit tooth-and-socket structure and the prisms are oriented at right angles to the banding. These bands are commonly lined at the margins by films of talc.

Another striking and common feature is the stellate clusters of white bladed magnesite set in the equigranular yellowish or yellowish-gray matrix of

TABLE 4. *Chemical Composition of the Magnesite Rock of Pithoragarh*

Constituents	1	2	3	4	5	6	7	Average
MgO	43.36	41.59	43.08	43.38	42.76	36.44	44.98	42.2
CaO	1.73	0.45	1.47	1.94	1.03	1.74	2.64	1.6
SiO_2 + Insoluble	4.36	9.60	1.02	2.32	2.42	13.98	1.92	5.1
R_2O_3	4.48	2.65	3.12	4.15	4.90	3.73	2.93	3.1
Loss on ignition	46.51	46.15	49.80	48.53	49.35	42.98	48.01	47.3
	100.44	100.44	98.49	100.32	100.46	98.87	100.48	99.3
$CaCO_3$	3.09	0.80	2.64	3.46	2.26	3.11	4.71	3.0
$MgCO_3$	90.61	86.90	90.03	90.63	89.35	76.15	93.99	88.8

TABLE 5. *The Magnesia Percentages of the Stromatolitic Dolomites*

Stratigraphic Formation	Sample Locality	MgO %
Gangolihat Dolomites	Bisabajer, Pithoragarh District	16.25
Gangolihat Dolomites	Rinn, Pithoragarh District	18.25
Gangolihat Dolomites	Dewalthal, Pithoragarh District	16.17
Gangolihat Dolomites	Ganai, Pithoragarh District	20.10
Gangolihat Dolomites	Chandaak, Pithoragarh	13.61
Gangolihat Dolomites	Chauni, Almora District	19.84
Gangolihat Dolomites	Kanda, Almora District	20.66
Lower Shali Limestones	Bharara, Mahasu District, H.P.	16.85
Lower Shali Limestones	Mungna, Mahasu District, H.P.	18.62
Lower Shali Limestones	Tattapani, Mahasu District, H.P.	18.95
	Average	17.92

$CaCO_3$	54.2
$MgCO_3$	37.6
$SiO_2 + R_2O_3$ etc.	8.2

the magnesite rock (Fig. 6 D). The maximum observed size of the blades is 10 to 15 cm (Fig. 8 A) with an average ranging from 3 to 4 cm.

Under the microscope, the magnesite rock shows characteristic granoblastic to seriate-porphyroblastic fabric. The elongate, untwinned crystals are at places terminally ragged and commonly remarkably curved and strongly undulant. Swarms of curved dark

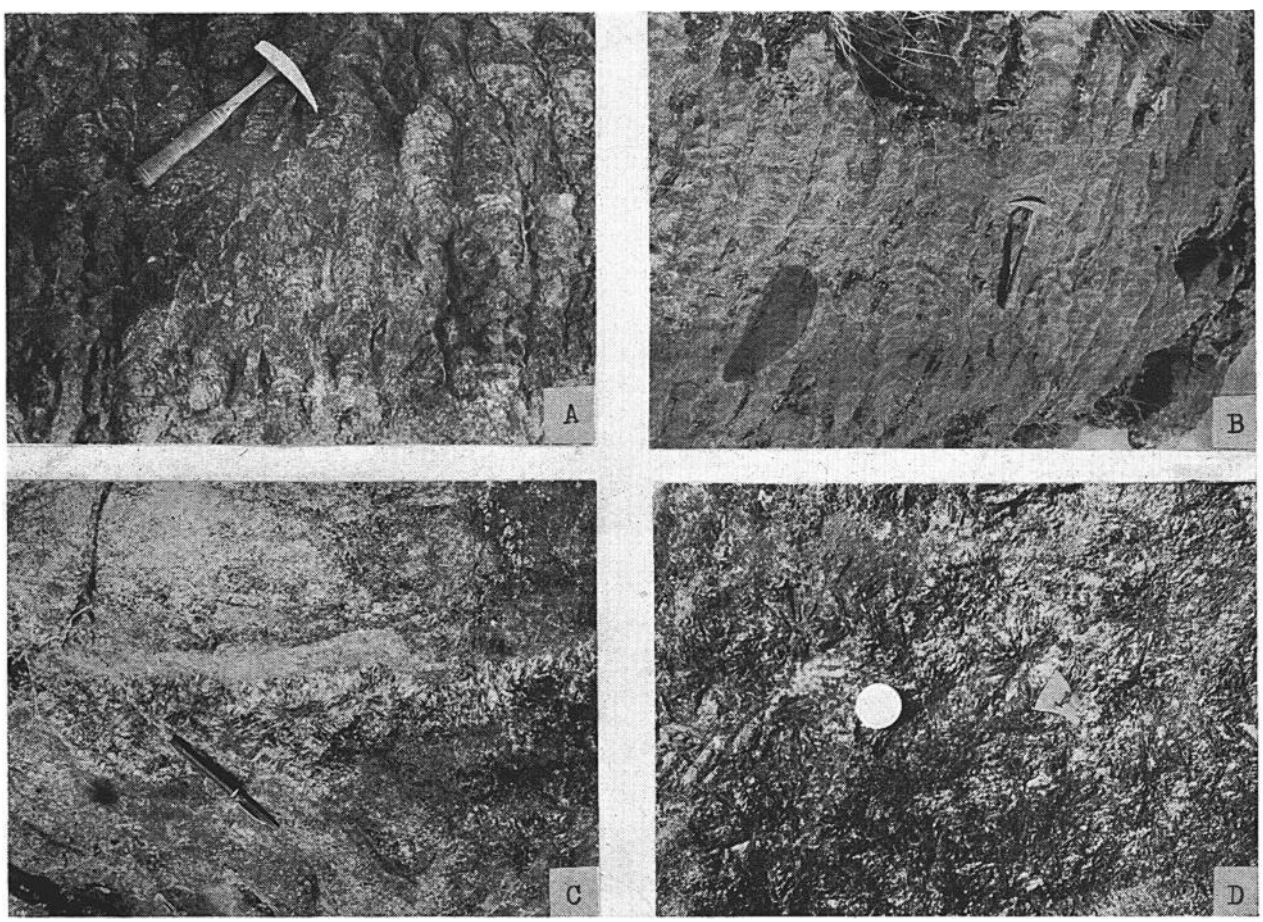

FIG. 6. A. Magnesite rock exhibiting excellently preserved relict stromatolite structure. Baste, about 7¾ km west of Pithoragarh. B. Magnesite has replaced dolomite with complete preservation of original stromatolite structure. Dhari, about 4 km west of Pithoragarh. C. Band of very coarse-grained, prismatic magnesite, showing tooth-and-socket structure within otherwise equigranular rock. 1 km east of Baste. D. Magnesite rock showing stellate clusters of prismatic magnesite in the equigranular ground mass. Dungri, about 1½ km east of Kanalichhina.

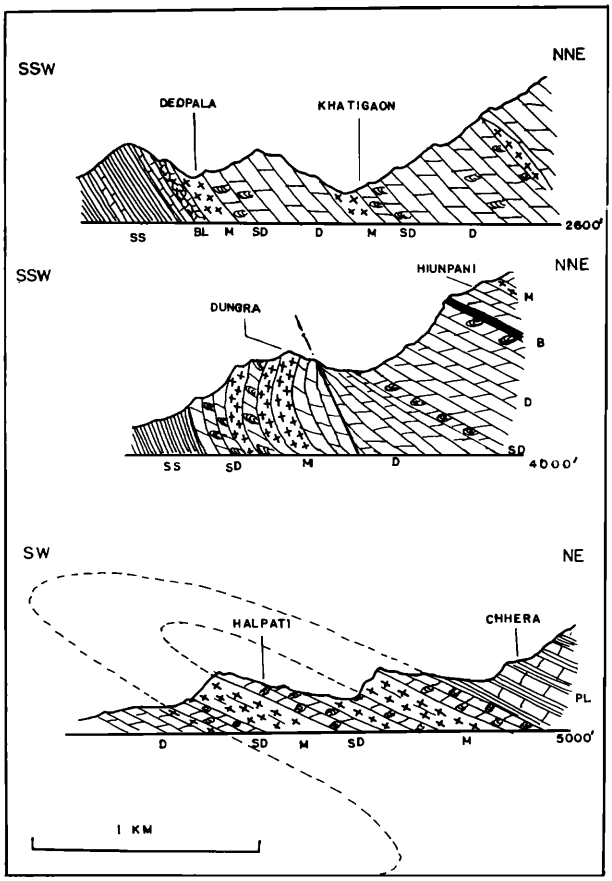

FIG. 7. Geological cross-sections of the Deopala area in the southwest. Dungra area, about 3 km. east of Deopala; and Chhera-Chhana area, about 4 km NW of Pithoragarh. Symbols as in Fig. 5.

lines radiate roughly from the points at which the elongate crystals bend (Fig. 8 C). These lines possibly represent traces of healed fractures and thus bear testimony to another phase of post-recrystallization deformation of the rock.

Talc is developed in the interstitial spaces between the magnesite crystals. Quartz and talc vary inversely in abundance; that is, where talc is strongly developed, quartz is either absent or extremely meager, and vice versa. It appears that talc has been formed by the marginal reaction of quartz with the neighboring magnesite during metamorphism.

Dark gray, isotropic colloidal silica is characterized by abundant drop-like or diffuse cloudy inclusions of carbonates, pyritic and carbonaceous matter, and quartz. This is probably an inherited feature, for a similar character is shown by the chert of the stromatolite-bearing dolomites and dolomitic limestones.

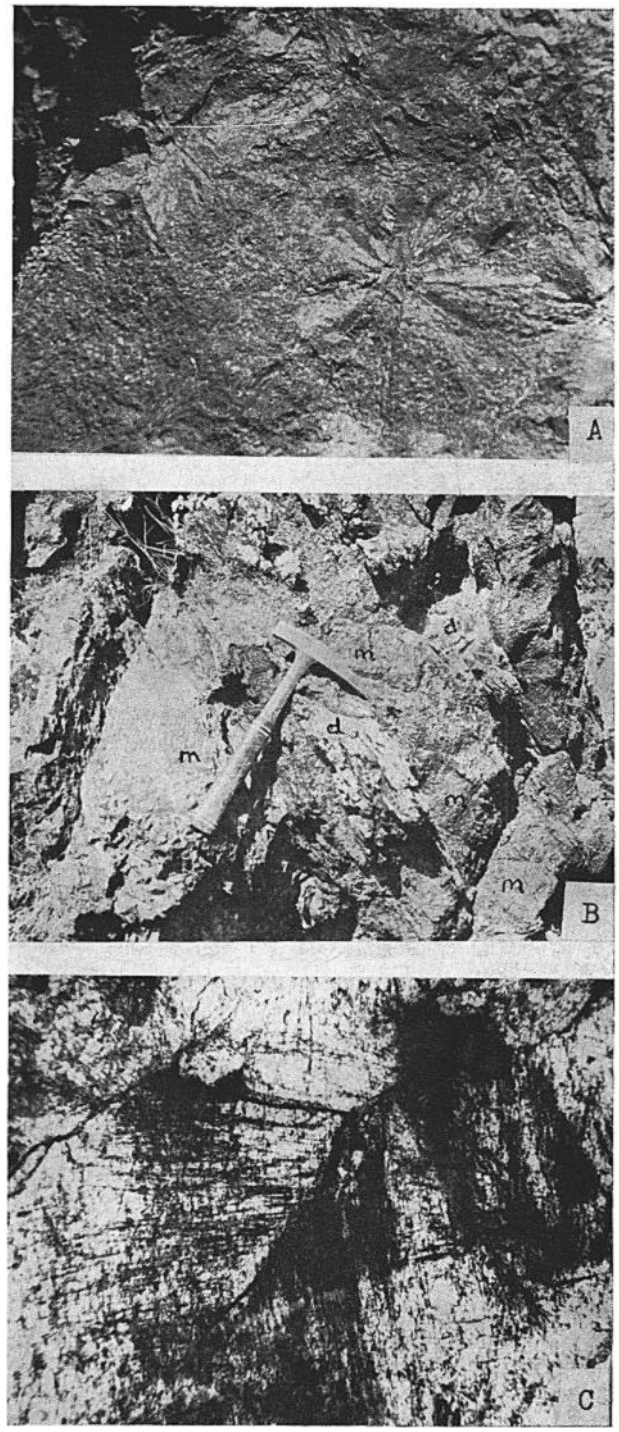

FIG. 8. A. Stellate cluster of prismatic magnesite in the equigranular, medium-grained magnesite rock. Bajer, 5 km NNE of Pithoragarh. B. Concordantly interbedded dolomite (white) and magnesite (gray). Targaon, about 2 km NW of Pithoragarh. C. Photomicrograph of magnesite rock. Note that the crystal is slightly bent and there are swarms of fractures within the crystals. (×45, approximately.)

Evidence of Replacement of Dolomites

There are many proofs of replacement of stromatolite-bearing dolomites by magnesite. The excellently preserved algal columnar structure in the magnesite bodies (Fig. 6 A, B) prove volume-for-volume replacement. Laminae of chert alternating with magnesite possibly represent the original chert layers of the dolomites, a character so common in the rocks of the Gangolihat Dolomites (Fig. 4 B). The rare discordant relationship with the strike of the dolomites (Fig. 4 A, C); the fraying out of magnesite into the dolomites (Fig. 3) and the dentition of magnesite and dolomite (Figs. 3, 4 D) at their contacts; the banded vein-like features (Fig. 6 C) suggesting guiding influence of the tortuous fractures and bedding planes; and the great variation of granularity, coupled with its common extreme coarseness—all tend to suggest a replacement origin of the magnesite rock. It appears that the almost invariably associated stromatolite-bearing dolomite was replaced by magnesite.

However, the removal of an enormous quantity of calcite, which such replacement entails, creates a difficult problem. Supposing that no magnesium came from outside and that all the $MgCO_3$ has come from the dolomites themselves, the production of 100 grams of magnesite (which contains 96.92% $MgCO_3$ and 3.08% $CaCO_3$) would require 233 grams of dolomite (containing overall 58.4% $CaCo_3$ and 41.6% $MgCO_3$) and set free about 133 grams of $CaCO_3$. Thus, to produce 25 million tons of magnesite of Dewaldhar, Girichhina, Lahore Valley and Pungar Valley of District Almora, about 58.25 million tons of dolomite would be required and 33.35 million tons of $CaCO_3$ must be removed. There is nothing like this proportion of calcite associated with the magnesite deposits of the Almora district. Except for sporadically occurring thin lenticular veins (5 to 15 cm thick) of calcite, which commonly occupy faults, fractures, and joints (Sarkar et al., 1961), no sizeable deposits are discernible anywhere within the magnesite zone. In fact there should be a "calcium carbonate front," adjacent to the magnesite deposits. None exists. Some through-moving solutions, such as ground-waters, could have removed the excess calcite, but to have accomplished the removal of millions of tons of calcite, which the genesis of the billions of tons of magnesite of the whole Kumaun Himalaya would have released, without leaving telltale traces, is indeed incredible.

The other alternative, therefore, could be that the MgO or $MgCO_3$ came from another source. This would still release more calcite than found—about 55 grams for each 100 grams of magnesite formed or about 13.37 million tons of calcite for the genesis of the above-mentioned magnesite deposits of the Almora district. The problem of the removal of released calcite thus seems to rule out the possibility of later post-consolidation conversion of dolomite into magnesite.

Mamet and Albissin (1962) have found that even the presence of less than 2% MgO in the limestone is sufficient to induce extensive recrystallization. The highly magnesian dolomites of Pithoragarh naturally were profoundly affected by recrystallization.

The Evolution of Magnesite

The foregoing statement leaves little doubt that the dolomites have been replaced by magnesite, at least partially. The questions that arise now are: What brought about this transformation? What is the source of magnesitizing solution?

External Source of MgO Not Plausible.—Most workers have favored the idea that magnesian solution derived from nearby basic intrusions within the sedimentary group have brought about the replacement of dolomites by magnesite (Nautiyal, 1953; Muktinath and Wakhaloo, 1962; Agrawal and Singh, 1960; Dalela, Dube and Srivastava, 1965). However, this suggestion is beset with serious difficulties. In the context of the problem of dolomitization, the arch proponent of metasomatism, Ramberg (1952) observed: "To postulate that late magmatic solutions are rich in magnesia is contrary to all experimental knowledge of the physicochemistry of silicate systems. Magnesium concentrates in the earliest minerals to crystallize out of the magma." This magnesium is selectively used in the "earlier stages of crystallization to make olivine, pyroxene, and later for amphibole and biotite with the result that the residual magma in the final stages is normally devoid of magnesia (Harker, 1932). Turner and Verhoogen (1962) emphasize that when the agents of metasomatism are of magmatic origin the elements introduced into the adjacent rocks are commonly those in which the parent magma itself is strikingly deficient. In other words, the composition of the solutions or gases would be quite contrasting to that of the silicate melt from which they originate.

The absolute absence of such silicate minerals as diopside, forsterite, chondrodite, serpentine, etc. in the magnesite rock precludes the possibility of high-temperature reactions. It may be interesting to note that the development of magnesite in the Lower Baikal Zone, U.S.S.R. (Varlakhov, 1960) by the heated waters of basic intrusions is always associated with the origin of brucite marble and a brucite rock zone. The absence of such a zone in the Kumaun deposits is a further evidence against the view of

metasomatic replacement by magmatic magnesian solutions.

The question of the availability, and the transportation of enormous volume of MgO required for such transformation is also a vital matter and cannot be ignored. To produce 25 million tons of magnesite of the Dewaldhar, Girichhina, Pungar Valley and Lahore Valley of District Almora would require about 6 million tons of MgO. Thus, not only a colossal reservoir of magnesian solution is required but it also demands an adequate and competent mechanism of transfer for this regional transformation. Now, the total magnesite deposits of the Kumaun Himalaya are of the order of several billion tons. The small and sporadic intrusions of the terrain, which normally do not supply MgO, could not have provided so enormous a volume of solution of replacement. Nor have they contact metamorphosed the carbonate rocks, which lie between the magnesite rocks and themselves. In the absence of the possible external source of Mg-solutions and the difficulty regarding the mechanism of transfer of magnesium and the accommodation of the calcite which this replacement involves, an internal source seems to be the only possibility.

Model of Sedimentation.—It has been demonstrated that there is a strong evidence of stratigraphic control on the origin of the magnesite deposits of Pithoragarh. The proof of replacement of parts of algal dolomites and associated carbonate rocks is also very clear. These suggest the possibility that a horizon of carbonate beds, particularly susceptible to replacement, has given rise to these deposits. The crucial problem of complete removal of the tremendous quantity of calcite, which such replacement involves, militates against later post-consolidation conversion of dolomites into magnesite. It is likely, therefore, that the change took place penecontemporaneous with the sedimentation when the basin-waters could not only react with the freshly laid carbonate sediments and thus change their mineralogy but also accomplish complete removal of released calcium carbonate. Since the magnesian solutions that brought about this transformation did not come from any external source, they must have formed internally.

The almost invariable association of stromatolites and the magnesite deposits is certainly not fortuitous. This association suggests that algae played an active and significant part in the origin of these deposits. Marine algae, now represented by abundant stromatolites, must have formed biohermal barriers in the shallower coastal belt of the Gongolihat sea, and given rise to coastal lagoons, barred embayments and ponds in the back-reef shelf. The algae must have also created biochemical conditions favorable for the formation of the carbonates of higher Mg-content. These conditions were: Increased pH, possibly 10 or above, by utilization of CO_2; Liberation of ammonia resulting from death and decay. Holophytic algae contain as much as 25 percent of $MgCO_3$ and certain tropical forms have as much as 30 percent by weight (Chave, 1954). The death and accumulation of algal debris might have added to the concentration of magnesium of the basin waters. Chilinger's studies (1960) have demonstrated that Mg/Ca ratio of carbonate rocks increases towards the shore, which is attributed to the abundance of Mg-rich algal sediments in the near-shore waters. Shallow ground-waters seeping and discharging from the marginal flats, characterized by previously formed soluble magnesium carbonates, could have introduced high carbonate-bicarbonate content into the basins.

The sea has a vast quantity of magnesium. As Nishihara (1956) has expressively stated, the oceans contain enough magnesium to cover the entire United States, excluding Alaska, with 317 feet of magnesium carbonate. When a body of sea water becomes isolated as coastal lagoons, barred embayments or ponds and its circulation thus restricted, there is a progressive increase in the Mg/Ca ratio along with the salinity. This highly saline and magnesium-rich concentrate of the barred basins would have become a potent agent in bringing about the transformation of the freshly deposited carbonate sediments, including the constituents of the algal bioherms.

A situation similar to that obtaining in the modern 157-km long Coorong Lagoon and its associated ephemeral lakes parallel with the coast of south east South Australia (von der Borch, 1965; Alderman, 1965) is visualized for the Pithoragarh region in the Gangolihat times. According to Alderman (1965) these South Australian ephemeral lakes go through an annual cycle in which the Mg/Ca ratio increases during the aqueous stages of sedimentary process. This progressive increase in the Mg/Ca ratio from year to year is attributed to biogenic as well as inorganic precipitation of $CaCO_3$ leading to the increase in magnesium content along with the salinity. This goes on year after year; the older the lake, the higher the Mg/Ca ratio. Despite the annual increment of cyclic salt, each year the proportion of calcium-deficient salt inherited from previous years is sufficient to increase the Mg/Ca ratio. It has been found that the nature of the carbonate sediments is largely controlled by the Mg/Ca ratio of the parent water and the increase in this ratio causes change in the mineralogy of sediments either through direct precipitation of minerals richer in magnesium or through reaction of earlier formed carbonates with the magnesium-rich basin waters. Alderman envisages a normal series of changes that produces

minerals of higher magnesium content, and this is: aragonite → magnesian calcite → calcian dolomite → "ordered" dolomite → magnesite. "Ordered" (well-crystallized) dolomite and magnesite are presumed to require longer or repeated reaction and possibly form under diagenetic conditions. As a result of this series of reaction the chemically formed sediments of the Coorong Lagoon and its associated lakes consist of the following assemblage of carbonates: aragonite + magnesian calcite; magnesian calcite; magnesian calcite + calcian dolomite; "ordered" dolomite; "ordered" dolomite + magnesite; and aragonite + hydromagnesite (Alderman, 1965).

The coarse granularity of the Pithoragarh magnesite may be attributed to low-grade regional metamorphism that has affected the entire group. Conceivably, the original magnesite had an expanded unit cell comparable to the recent magnesite of the Coorong (von der Borch, 1965) and the Great Salt Lake of Utah, U. S. A. (Graf, Eardley and Shimp, 1961). This cell expansion of the Utah magnesite has been attributed by Graf et al. to hydration effect associated with low-temperature formation. Consequently, metamorphism would lead to dehydration of magnesite resulting in the mobility of the constituent ions and development of coarser crystals of magnesite. It is likely that CO_2-charged groundwaters set in circulation by basic intrusions and migrating through joints, fissures, shear and dilation zones of the complex mesoscopic folds could have aided in this recrystallization and redistribution of carbonates. As pointed out by Greenwood (1967), in the early stage of metamorphism of carbonate-bearing rocks there is a progressive enrichment of the fluid phase in CO_2 but in later stages there is an enrichment of H_2O relative to CO_2. This course of change would not only lead to recrystallization of the carbonate sediments but also promote reaction of magnesite and quartz or chalcedony to produce talc at low temperatures in the presence of CO_2-bearing solutions. The quartz-free talc-magnesite assemblage, so common in the Dewalthal area, must have been formed at temperature as high as 650° C (pressure 2,000 bars) and in contact with solutions nearly pure H_2O or mixture of H_2O and CO_2 (Greenwood, 1967).

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प्रेषक,

रसायनज्ञ,
भूतत्व एवं खनिकर्म निदेशालय, उत्तराखण्ड
''खनिज भवन'' भोपालपानी देहरादून।

सेवा में,

निदेशक,
भूतत्व एवं खनिकर्म निदेशालय, उत्तराखण्ड
''खनिज भवन'' भोपालपानी देहरादून।

संख्याः 322474. रसा0–XI/रासा0वि0आ0/भू0खनि0नि0/2026–27 दिनांक 19 अगस्त, 2026

विषयः– **श्री मयंक आर्या, प्रभारी जिला खान अधिकारी, भूतत्व एवं खनिकर्म विभाग, जनपद पिथौरागढ़ के द्वारा जनपद व तहसील पिथौरागढ़ के ग्राम डुँगरा क्षेत्रान्तर्गत 7.094 है0 भूमि (3.177 है0 नामभूमि/3.917 है0 श्रेणी–9(3) ड. (राज्य सरकार की भूमि में) अवस्थित खनिज मैग्नेसाइट ब्लॉक के चिन्हित् क्षेत्र से प्राप्त 12 मैग्नेसाइट खनिज नमूनों की रासायनिक विश्लेषण आख्या उपलब्ध कराये जाने के सम्बन्ध में।**

महोदय,

कृपया उपरोक्त विषयक अवगत कराना है कि श्री मयंक आर्या, प्रभारी जिला खान अधिकारी, भूतत्व एवं खनिकर्म विभाग, जनपद पिथौरागढ़ के पत्र संख्या पत्र संख्या 612 (I)/भू0खनि0वि0पि0/मैग्ने/2026–27 दिनांक 21.07.2026 के द्वारा जनपद व तहसील पिथौरागढ़ के ग्राम डुँगरा क्षेत्रान्तर्गत 7.094 है0 भूमि (3.177 है0 नामभूमि/3.917 है0 श्रेणी–9(3) ड. (राज्य सरकार की भूमि में) अवस्थित खनिज मैग्नेसाइट ब्लॉक के चिन्हित् क्षेत्र से 12 मैग्नेसाइट खनिज नमूने एकत्रित कर रासायनिक विश्लेषण हेतु दिनांक 12.08.2026 में मुख्यालय स्थित रसायन प्रयोगशाला भोपालपानी देहरादून में उपलब्ध कराये गये है।

महोदय, रसायन प्रयोगशाला में उपलब्ध कराये गये कुल 12 मैग्नेसाइट खनिज नमूनों का रासायनिक विश्लेषण कर रासायनिक विश्लेषण आख्या मूलरूप में सूचनार्थ एवं अग्रेत्तर कार्यवाही हेतु सादर प्रेषित की जा रही है।

सःधन्यवाद।

संलग्नकः– रासायनिक विश्लेषण आख्या मूल रूप में।

भवदीय,
Digitally signed by HET RAM SINGH
Date: 19-08-2026 15:12:45
(एच0आर0सिंह)
रसायनज्ञ।

CHEMISTRY LAB
DIRECTORATE OF GEOLOGY & MINING, GOVT OF UTTRAKHAND
BHOPALPANI, DEHRADUN

Nature of the Sample:	**Magnesite**	**Locality/Village/Provenance** Dungra	
Tehsil	Pithoragarh	**District**	Pithoragarh
Requested by:	**Shri. Mayank Arya, DMO Pithoragarh**		
A- Latitude (अक्षांश)	$29^0 35' 20.46''$ $29^0 35' 20.01''$ $29^0 35' 20.39''$ $29^0 35' 19.32''$	**B- Longitude (देशान्तर)**	$80^0 8' 16.48''$ $80^0 8' 15.93''$ $80^0 08' 15.83''$ $80^0 8' 14.52''$

S.No. ↓ / Sample ID → / Constituents ↓		PPDMS-01	PPDMS-02	PPDMS-03	PPDMS-04
1.	**Loss on Ignition**	43.99	43.55	42.54	43.77
2.	**Sio_2+ Ins**	10.98	11.93	12.16	10.83
3.	**$R_2 O_3$**	4.08	3.83	3.18	3.28
4.	**CaO**	1.08	2.65	11.13	7.45
5.	**MgO**	39.78	38.00	30.98	34.65
Total		99.91	99.96	99.99	99.98
6.	**SiO_2 (PURE)**	-	-	-	-
7.	**Fe_2O_3**	0.76	0.93	1.05	0.98
8.	**$Al_2 O_3$**	3.32	2.90	2.13	2.30
9.	**$CaCO_3$**	1.93	4.73	19.87	13.30
10.	**$MgCO_3$**	83.10	79.38	64.72	72.38
11.	**Brightness(in %)**	-	-	-	-

Analysed andApproved by:

(H. R. Singh)
Chemist/Section Head

Date:– 19.08.2026

Place:– **BHOPALPANI, DEHRADUN**

CHEMISTRY LAB
DIRECTORATE OF GEOLOGY & MINING, GOVT OF UTTRAKHAND
BHOPALPANI, DEHRADUN

Nature of the Sample:	Magnesite	Locality/Village/Provenance	Dungra
Tehsil	PITHORAGARH	District	PITHORAGARH
Requested by:	Shri. Mayank Arya DMO, Pithoragarh		
A- Latitude(N) (अक्षांश)	$29^0$35′ 19.21″ 29^0 35′ 19.45″ 29^0 35′ 19.61″ 29^0 35′ 19.70″	B- Longitude (E) (देशान्तर)	80^0 8′ 14. 51″ 80^0 8′ 13. 46″ 80^0 8′ 13. 13″ 80^0 8′ 12. 80″

S.No. ↓	Sample ID → / Constituents ↓	PPDMS-05	PPDMS-06	PPDMS-07	PPDMS-08
1.	Loss on Ignition	43.98	43.81	43.97	43.32
2.	Sio_2+ Ins	8.49	8.63	8.68	8.92
3.	$R_2 O_3$	6.77	6.92	6.49	6.99
4.	CaO	2.15	2.52	1.79	4.72
5.	MgO	38.59	38.04	39.02	36.01
Total		99.98	99.92	99.95	99.96
6.	SiO_2 (PURE)	-	-	-	-
7.	Fe_2O_3	1.50	1.42	1.38	1.40
8.	$Al_2 O_3$	5.27	5.50	5.11	5.59
9.	$CaCO_3$	3.84	4.50	3.19	8.43
10.	$MgCO_3$	80.61	79.47	81.51	75.22
11.	Brightness(in %)	-	-	-	-

Remarks:

Analysed By:

19/08/26

(SHISHPAL)
Astt.Chemist

Approved By:

(H.R.SINGH)
Chemist/Section head

Date: 19-08-2026

Place: BhopalPani Dehradun (UK)

CHEMISTRY LAB
DIRECTORATE OF GEOLOGY & MINING, GOVT OF UTTRAKHAND
BHOPALPANI, DEHRADUN

Nature of the Sample:	**Magnesite**	**Locality/Village/Provenance** Gram Dungra	
Tehsil	Pithoragarh	**District**	Pithoragarh
Requested by:	**Shri. Mayank Arya, DMO Pithoragarh**		
A- Latitude (अक्षांश)	$29^0 35' 20.74''$ $29^0 35' 21.17''$ $29^0 35' 23.43''$ $29^0 35' 23.72''$	**B- Longitude (देशान्तर)**	$80^0 8' 11.04''$ $80^0 8' 8.31''$ $80^0 8' 4.70''$ $80^0 8' 4.24''$

S.No. ↓ / Sample ID → / Constituents ↓		PPDMS 09	PPDMS 10	PPDMS 11	PPDMS 12
1.	Loss on Ignition	42.89	43.91	43.81	43.04
2.	Sio_2+ Ins	11.50	9.26	8.96	12.59
3.	$R_2 O_3$	5.31	5.54	5.94	3.62
4.	CaO	3.35	3.26	3.56	4.27
5.	MgO	36.93	37.99	37.67	36.46
Total		99.98	99.96	99.94	99.98
6.	SiO_2 (PURE)	-	-	-	-
7.	Fe_2O_3	0.19	0.21	0.19	0.11
8.	$Al_2 O_3$	5.12	5.33	5.75	3.51
9.	$CaCO_3$	5.98	5.82	6.35	7.62
10.	$MgCO_3$	77.15	79.36	78.69	76.16
11.	Brightness(in %)	-	-	-	-

Analysed By:

(MADAN KISHOR)
Geo.Chemist

Approved by:

(H. R. SINGH)
Chemist/Section Head

Date:– 19.08.2026

Place:– BHOPALPANI, DEHRADUN

उत्तराखण्ड राज्य के जनपद एवं तहसील पिथौरागढ के ग्राम डुंगरा क्षेत्रान्तर्गत 7.094 है0 क्षेत्रफल में अवस्थित खनिज मैग्नेसाइट के 01 खनिज ब्लॉक के जी0पी0एस0 कोर्डिनेट्स :–

उत्तर –	29^0	35′	21.37′′	पूरब –80^0	08′	03.85′′
उत्तर –	29^0	35′	22.08′′	पूरब –80^0	08′	04.06′′
उत्तर –	29^0	35′	22.09′′	पूरब –80^0	08′	05.29′′
उत्तर –	29^0	35′	23.74′′	पूरब –80^0	08′	05.55′′
उत्तर –	29^0	35′	23′.67′′	पूरब –80^0	08′	06.29′′
उत्तर –	29^0	35′	24.77′′	पूरब –80^0	08′	06.58′′
उत्तर –	29^0	35′	25.10′′	पूरब –80^0	08′	07.92′′
उत्तर –	29^0	35′	26.61′′	पूरब –80^0	08′	08.77′
उत्तर –	29^0	35′	25.69′′	पूरब –80^0	08′	11.47′′
उत्तर –	29^0	35′	24.52′′	पूरब –80^0	08′	12.22′′
उत्तर –	29^0	35′	24.39′′	पूरब –80^0	08′	17.11′′
उत्तर –	29^0	35′	22.41′′	पूरब –80^0	08′	17.23′′
उत्तर –	29^0	35′	22.13′′	पूरब –80^0	08′	18.43′′
उत्तर –	29^0	35′	23.34′′	पूरब –80^0	08′	18.36′′
उत्तर –	29^0	35′	24.77′′	पूरब –80^0	08′	18.23′′
उत्तर –	29^0	35′	25.71′′	पूरब –80^0	08′	22.47′′
उत्तर –	29^0	35′	25.59′′	पूरब –80^0	08′	24.80′′
उत्तर –	29^0	35′	24.31′′	पूरब –80^0	08′	25.28′′
उत्तर –	29^0	35′	29.53′′	पूरब –80^0	08′	26.83′′
उत्तर –	29^0	35′	20.26′′	पूरब –80^0	08′	26.06′′
उत्तर –	29^0	35′	21.65′′	पूरब –80^0	08′	22.65′′
उत्तर –	29^0	35′	21.06′′	पूरब –80^0	08′	22.12′′
उत्तर –	29^0	35′	20.84′′	पूरब –80^0	08′	21.46′′
उत्तर –	29^0	35′	19.83′′	पूरब –80^0	08′	20.41′′
उत्तर –	29^0	35′	20.38′′	पूरब –80^0	08′	18.94′′
उत्तर –	29^0	35′	19.77′′	पूरब –80^0	08′	18.39′′
उत्तर –	29^0	35′	19.93′′	पूरब –80^0	08′	14.91′′
उत्तर –	29^0	35′	20.70′′	पूरब –80^0	08′	14.90′′
उत्तर –	29^0	35′	21.34′′	पूरब –80^0	08′	13.90′′
उत्तर –	29^0	35′	21.54′′	पूरब –80^0	08′	12.65′′
उत्तर –	29^0	35′	22.93′′	पूरब –80^0	08′	12.87′′
उत्तर –	29^0	35′	22.86′′	पूरब –80^0	08′	10.13′′
उत्तर –	29^0	35′	20.74′′	पूरब –80^0	08′	10.38′′
उत्तर –	29^0	35′	20.93′′	पूरब –80^0	08′	08.62′′
उत्तर –	29^0	35′	20.24′′	पूरब –80^0	08′	08.37′′