

छत्तीसगढ़ मिनरल डेव्हलपमेंट कार्पोरेशन लिमिटेड (छत्तीसगढ़ शासन का एक उपक्रम)

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e-Tender No.:- MSTC/RPR/ CHHATTISGARH MINERAL DEVELOPMENT CORPORATION LIMITED/3/Raipur/25-26/52791 dated
02.01.26

Responses to Pre-bid queries raised by Bidders with respect to the Tender are invited from experienced and financially sound parties for
Selection of Agency for Raising Cum Marketing of Dolomite in Chhitapandariya Dolomite Mine, Sakti district, Chhattisgarh India.
Project having an Area of 326.167 Ha. in Tehsil - Jajepur, District - Sakti, Chhattisgarh dated 02.01.2026

Sl.No.	Clause no. of the Tender Document	Existing Provision	Bidders Request/ Suggestion for modification/ Amendments	CMDC's stand on the request of bidder	Remarks if any
1	Refer Chapter IV, Clause 2.15 in tender Document	All payments (if any) done by CMDC shall be reimbursed by the successful bidder	Is the successful bidder require to pay the expenses incurred for exploration carried out till date.	Expenses incurred for exploration till date is not required to be paid by successful bidder.	
2	Chapter XII: Model Work Agreement; Clause 2.54	CMDC will review yearly performance based on the yearly compliance. CMDC may modify yearly threshold of compliances with mutual discussion. The Managing Director (CMDC) reserves right to waive off penalty or give any relaxation towards such not compliance.	Relaxation in case of shortfall in production and dispatch due to extreme market condition/socio political issues	The successful bidder is required to submit the value of dolomite as per the production scheme, shared at the begin of each calendar year. However, MD (CMDC) has the rights to provide waiver in case of any extreme market condition/socio political issues.	

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3	Chapter XII: Model Work Agreement; Clause 2.54	CMDC will review yearly performance based on the yearly compliance. CMDC may modify yearly threshold of compliances with mutual discussion. The Managing Director (CMDC) reserves right to waive off penalty or give any relaxation towards such not compliance.	Relaxation in production target in case desired grade production and dispatch is not achieved due to geological uncertainty/ surface constraints.	The successful bidder is required to submit the value of dolomite as per the production scheme, shared at the beginning of each calendar year. However, 84 new boreholes are proposed in the mine plan for accurate evaluation of geological features of the mine.	
4	Chapter IV: Tender at Glance, Clause 11	The Bidder shall pay the EMD of Rs 13 Crore (Thirteen Crore Only) (as prescribed in the NIT) through online payment.	Rational of arriving at Earnest Money Deposit (EMD).	Refer Corrigendum 01.	
5	Chapter VIII: Scope of Work, Clause 1.2 & 1.3	All the cost incurred to get Environment Clearance (including expenditure to conduct Public Hearing) shall be reimbursed by the bidder to CMDC. Bidder shall make all necessary arrangement to obtain Forest Clearance under Forest (Conservation) Act,	Provide details of cost incurred for obtaining Environment clearance and which need to be reimbursed. Confirm forest clearance timeline & extension if delayed by authorities.	CMDC has appointed a consultant for getting EC and the service fees for consultation is approx. 15 lakhs (excluding GST). Other costs for EC include application & processing fees, public hearing cost, etc as applicable. The Successful bidder shall bear all the applicable costs.	

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		1980. All costs shall be borne by the bidder.			
6	Chapter VIII: Scope of work, 1.22	Mobilize manpower to the site in accordance with the Applicable Laws	Remuneration of statutory personnel required to be deployed by the successful bidder on behalf of CMDC.	The successful bidder shall pay remuneration of statutory personnel required to be deployed on behalf of CMDC in the mine. However, CMDC officials who will be deputed for the mine will be on CMDC's payroll.	
7	Chapter Instructions to Bidders V:		If no bid is submitted in 2 nd round, then will the EMD of the bidder who has placed the highest base price offer in the 1 st round, get forfeited.	The bidder with highest base price offer in first round must place at least one bid in 2 nd round or else the EMD will get forfeited.	
8	Chapter XII, Clause 8.3:	Each Party shall fulfill the Conditions Precedent within a period of 2 (Two) years from the date of signing of Agreement. In case Conditions Precedent are not fulfilled within specified timeline of 2 (Two) years from the date of signing of Agreement, then CMDC shall have the right to extend the timeline for fulfillment of Conditions	Waiver of penalty for the period of delay in obtaining forest clearance for reason beyond the control of the successful bidder.	MD (CMDC) has the rights to provide waiver in case of delay in obtaining forest clearance for reason beyond the control of the successful bidder.	

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		Precedent upto a maximum of 03 (three years) from the date of signing of Agreement			
9	Chapter XII: Model Agreement, Clause 14.1:	In the event that the Mine Developer and Operator (MDO) fails to achieve any Project Milestone within a period of 60 (sixty) days from the scheduled date specified in Clause 12 of this Model Work Agreement, unless such delay is due to Force Majeure or reasons solely attributable to CMDC, the MDO shall be liable to pay Damages to CMDC at the rate of 0.5% (zero point five percent) of the Initial Security Deposit for each week of delay or part thereof, until the relevant Project Milestone is achieved.	The stated milestones & target dates may be provided.	Project milestones and targets will be shared with the agreement.	
10	Chapter IV: Tender at Glance, Clause 3	The Bidder/ Consortium should have mined at least 10 Lakh (Ten Lakh Only) metric ton of the	Confirm if 10 lakh tonnes is annual or cumulative over 3 years.	The mentioned quantity is considered as cumulative	

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		following minerals during the preceding 03 years (i.e. FY2022-23, FY2023-24 and FY2024-25) anywhere in India: - Bauxite/ Aluminous Laterite, Iron ore, Coal, Limestone, Dolomite, Manganese, Rock Phosphate.		volume over the period of three years.	
11	Annexure VII: Copy of documents shared	Copy of Approved Quarry/Mining Plan" to be handed over; Cl. 2.2: Plan forms part of Agreement	The missing plates, annexures etc. in the paid section of the tender document is to be provided.	Plates will be shared with the bidders who have purchased the tender document.	
12	Chapter XII: Model Agreement, Clause 30.4-30.5	The Agency shall insure its men, machinery etc. at its cost and shall keep the insurance cover in operation throughout the Contract Period and the corporation shall not be held liable for any damage, loss, accident etc. of any type, and reason including blasting operations.	List minimum insurance covers & sums insured (WC/Employee Accident, Third-Party Liability, Plant & Equipment).	The successful bidder shall abide by applicable rules.	
13	Mine Plan Page 42:	Dolomite to be sold to steel industry (as indicated)	Some of the material may not be techno-economically suitable in the steel plant, such material may have to	Successful Bidder may modify Quarry Plan for change of usage of product	

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			be disposed-off otherwise. Quarry plan will have to be modified to that extent.	subject to approval from CMDC.	
14	Mine Plan	NA	The entire area falls under reserve forest category. Old pit working is present within the same. Is forest clearance already available for a part of lease area?	Successful bidder must obtain forest clearance for complete lease area.	
15	Chapter VII: Definitions; Clause 34	Sub- grade" shall mean the Dolomite mineral having grade more than the cut- off grade as defined by Indian Bureau of Mines or relevant Governmental Authority but having grade less than the CMDC's Declared Grade. Sub-grade shall be stored separately by the Agency as per the direction of CMDC	Clarification required on "CMDC's Declared Grade"	Declared grade is the threshold grade as declared by Indian Bureau of Mines (IBM).	

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16	Chapter IV: Tender at Glance	The Successful Bidder shall be responsible for obtaining all statutory permissions including Environmental Clearance, Forest Clearance, and shall reimburse CMDC for costs incurred towards Mining Plan and Environmental Clearance.	Please clarify whether the existing Environmental Clearance and Approved Quarry/Mining Plan are valid for the entire initial contract period of 25 years or whether fresh / amended clearances will be required during the contract tenure. In case of delay in obtaining fresh or amended statutory clearances due to reasons beyond the control of the Agency, the same may be treated as Force Majeure with suitable relief in timelines and production obligations.	Existing EC is for 2MTPA capacity. However, if successful bidder wishes to extend the capacity of mine, EC and Quarry Plan will be changed accordingly by the successful bidder in consultation with CMDC. Delay in obtaining EC will not be considered as force majeure.	
17	NA	NA	For proper estimation of the total project cost, it is requested to kindly provide the Geological Report and the basis on which the Mine / Quarry Plan has been prepared. Details such as geological exploration data, reserve estimation, grade distribution, and key assumptions used in the Mine Plan are required to realistically assess mining parameters, capital investment, and operating costs for this project.	The details sought is already mentioned in Quarry Plan.	
18	NA	NA	Kindly clarify the current status of the land comprising the lease area and confirm whether the entire lease area is free from encumbrances, including any litigation, third-party claims, forest-related disputes, or Rehabilitation & Resettlement (R&R)	All land in the lease area falls under reserve forest and is free from any litigation, third-party claims, forest-related disputes, or Rehabilitation &	

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			issues. Further, in the event that any R&R activities or surface rights issues exist presently or arise during the contract period, please clarify whether such R&R obligations and associated costs shall fall within the scope of CMDC or the scope of the MDO (Successful Bidder).	Resettlement (R&R) issues as on date. However, it is suggested that bidders visit the site for better understanding of the lease area. Any cost toward mine development shall be borne by successful bidder.	
19	Chapter IV: Tender at Glance, Clause 2.2	The Successful Bidder shall be responsible for obtaining all statutory permissions including Environmental Clearance, Forest Clearance, and shall reimburse CMDC for costs incurred towards Mining Plan and Environmental Clearance.	It is requested that CMDC shall obtain and hold all statutory clearances and approvals, including but not limited to Environmental Clearance (EC), Forest Clearance (FC), Mining Plan / Quarry Plan approval, Consent to Establish (CTE), Consent to Operate (CTO), DGMS approvals, explosive license, and any other statutory permissions required for mining operations. The Successful Bidder shall provide all necessary assistance and support to CMDC in respect of documentation, technical inputs, and coordination with statutory authorities	The Successful Bidder shall be responsible for obtaining all statutory permissions including but not limited to Forest Clearance and shall reimburse all costs incurred towards Environmental Clearance to CMDC.	
20	Chapter IV: Tender at Glance. Clause 2.12	Any other work incidental or related to achieving the target as per provisions of the Agreement, executing scope of work and for	Please clarify whether basic infrastructure such as: Approach Road, Power supply, Water Source & Weighbridge facilities are presently available at site or are to be developed entirely by the Successful Bidder. It is requested that existing infrastructure	Weighbridge shall be installed by CMDC. Other infrastructures will have to be developed entirely by the Successful Bidder.	

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		the compliance of Applicable Laws.	details, if any, may be shared for accurate assessment of project cost.		
21	Chapter IV: Tender at Glance. Clause 2.2	The Successful Bidder shall be responsible for obtaining all statutory permissions including Environmental Clearance, Forest Clearance, and shall reimburse CMDC for costs incurred towards Mining Plan and Environmental Clearance.	Kindly clarify that all responsibilities related to compliance of Environmental Clearance (EC) conditions and related statutory approvals shall be the responsibility of CMDC. Further, in case any environmental conditions are not completed or complied with by CMDC within the prescribed timelines, please clarify what will be the impact on the MDO, and whether such delay will be treated as beyond the control of the MDO, with time extension and relief from penalties.	Successful bidder shall be given relaxation against delay beyond their control in case of EC.	
22	Chapter IV: Tender at Glance. Clause 2.12	Any other work incidental or related to achieving the target as per provisions of the Agreement, executing scope of work and for the compliance of Applicable Laws	Kindly clarify that if there is any change in law, rules, or statutory requirements in future which leads to a significant increase in project cost or affects the commercial viability of the project, what provisions will be available to the MDO. Specifically, please clarify whether in such cases the MDO will be allowed: a) Relief or adjustment of additional costs, or b) An option to discontinue or exit from the project without penalty, if the project becomes unviable. It is also requested to clarify whether such	The MDO will have to bear all the cost related to production and sale of dolomite. a) No Relief or adjustment of additional costs by CMDC, and b) Penalty shall be imposed if MDO discontinues or exit from the project.	

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23	NA	NA	Kindly clarify whether CMDC assures any indicative or guaranteed grade range of Dolomite from the block.	CMDC do not assure any indicative or guaranteed grade range of Dolomite from the block.	
24	Chapter IV : Tender at Glance, Clause 11	The Bidder shall pay the EMD of Rs 13 Crore (Thirteen Crore Only) (as prescribed in the NIT) through online payment	change in law will be treated as a Force Majeure or relief event, with appropriate protection to the MDO. It is requested to kindly permit submission of EMD in the form of a Bank Guarantee, as an additional option along with NEFT/RTGS. Further, considering the high value of the stipulated EMD, it is requested that the EMD amount may be rationalized and limited to INR 50 lakh, in order to reduce the upfront cash flow burden on bidders while still adequately safeguarding the interest of CMDC.	Refer Corrigendum 01.	
25	Chapter IV: Tender at Glance, Clause 12	The Successful Bidder, upon award of the work, shall be required to deposit a Performance Guarantee equivalent to 5% of the total contract value over the contract period (i.e. 25 years), within 15 days from the date of issuance of the Letter of Intent (LOI).	Considering the long duration of the contract, it is requested that the Performance Bank Guarantee may be structured at 5% of the annualized contract value, with provision for periodic submission, instead of a single upfront guarantee for the total 25-year contract value.	No Change	

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26	Chapter IV: Tender at Glance, Clause 13	The Successful Bidder, if a Consortium, shall furnish additional performance guarantee which has to be submitted as per the format provide in Annexure-XII to the Authority equivalent to 0.5% of the Annual Sale Value as guarantee for due and faithful performance of its obligations, under and in accordance with the Bidding Document within 15 days from the date of issuance of LOI.	Please confirm whether ASD is required to be deposited annually or only once at the time of LOI. Also, whether ASD can be adjusted against Performance Guarantee at later stages.	ASD is required only once and is applicable in case the bidder is a consortium and will not be adjusted with performance guarantee.	
27	Chapter IV: Tender at Glance, Clause 9	The Successful Bidder, if a Consortium, shall furnish additional performance guarantee which has to be submitted as per the format provide in Annexure-XII to the Authority equivalent to 0.5% of the Annual Sale Value as guarantee for due and faithful performance of its	Please clarify whether the extension period of 5 years will be on same commercial terms or subject to renegotiation.	Extension period of 5 years will be on same commercial terms.	

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		obligations, under and in accordance with the Bidding Document within 15 days from the date of issuance of LOI.			
28	Chapter XII: Model Agreement, Clause 2.53	Penalty clauses. - The agency shall take all necessary Forest Clearances within 1.5 Years from date of signing of agreement. In case of failure to achieve clearances within 1.5 years, penalty of Rs 10,000 per week delay will be levied on the agency.	Major statutory clearances and approvals, including Environmental Clearance (EC), Forest Clearance (FC), Mining/Quarry Plan approval, CTE, CTO, DGMS approvals, and explosive license, are subject to approval by statutory authorities and are beyond the direct control of the Agency. In view of this, it is requested that the penalty of Rs. 10,000 per week for delay in obtaining such clearances may be waived or relaxed in cases where the delay is not attributable to any willful default of the Agency and arises due to regulatory or procedural reasons.	MD (CMDC) has the rights to provide waiver in case of delay in obtaining forest clearance for reason beyond the control of the successful bidder.	
29	Chapter IV: Tender at Glance, Clause 2.4	The Successful Bidder shall be responsible for marketing and sale of Dolomite.	Kindly clarify whether the Agency is free to sell Dolomite to any end user without any price control or restriction by CMDC.	Successful Bidder is free to sell Dolomite to any end user without any price control or restriction by CMDC. However, invoices of the sale shall have to be submitted to CMDC upon request.	

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30	Chapter IV: Tender at Glance, Clause 2.4	The Successful Bidder shall be responsible for marketing and sale of Dolomite.	Kindly clarify the methodology to be followed for sale of Dolomite, including the process for fixing sale price, identifying buyers, invoicing, dispatch, and reporting of sales to CMDC.	Successful bidder is free to create their own methodology or mechanism for sale of Dolomite.	
31	Chapter IV: Model Agreement, Clause 46	Upon expiry of the Contract/Agreement or termination thereof, the Agency shall handover the vacant and peaceful possession of the project assets including the site/facility at no further cost to CMDC.	In the event that the contract expires without renewal or is terminated / exited mid-term by the successful bidder due to reasons beyond its reasonable control (such as regulatory constraints, force majeure, change in law, or prolonged suspension of mining operations). Kindly clarify the mechanism for recovery, adjustment, or reimbursement of statutory and compliance-related expenditures already incurred by the successful bidder, including costs towards EC/FC, statutory permits, licenses, environmental compliance, and related levies.	No reimbursement of statutory and compliance-related expenditures already incurred by the successful bidder will be refunded.	

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32	Chapter XII: Model Agreement Clause 8.3	Each Party shall fulfill the Conditions Precedent within a period of 2 (Two) years from the date of signing of Agreement. In case Conditions Precedent are not fulfilled within specified timeline of 2 (Two) years from the date of signing of Agreement, then CMDC shall have the right to extend the timeline for fulfillment of Conditions Precedent upto a maximum of 03 (three years) from the date of signing of Agreement	It is generally understood that for mining projects, a period of up to three years is allowed for obtaining major statutory clearances as per applicable mining and environmental regulations. In this context, kindly clarify whether the 25-year contract period includes the time taken for obtaining statutory clearances, or whether the Agency will be entitled to 25 years of actual mining operations, excluding the clearance period.	The 25-year contract period starts after fulfilling the conditions mentioned in the precedent.	
33	Chapter IV: Tender at Glance, Clause 2.3	Bidder shall make all necessary arrangement to obtain Forest Clearance under Forest (Conservation) Act, 1980. All costs shall be borne by the bidder.	Kindly provide the current status of identification and availability of Compensatory Afforestation (CA) land required for obtaining Forest Clearance for the project. Further, please clarify whether the CA land has already been identified and finalized by CMDC, or whether any further action is pending. This information is essential for assessing timelines and dependencies related to Forest	Acquiring Forest clearance is in the scope of work of Successful bidder.	

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			Clearance and commencement of mining operations.		
34	NA	NA	Kindly clarify the invoicing methodology to be followed for the sale of Dolomite, including whether: a) Invoices for sale to end-users will be raised by CMDC or by the Successful Bidder on behalf of CMDC, and b) The sale and invoicing are required to be carried out through any designated online portal / platform, or through an offline / direct billing mechanism. This clarification is requested to ensure proper compliance with CMDC's sales procedures, taxation requirements, and reporting obligations.	a) Invoices for sale to end-users will be raised by the Successful Bidder. b) The sale and invoicing are required to be carried out as per government guidelines.	
35	NA	NA	Kindly clarify the structure and applicability of royalty for Dolomite under this contract, specifically whether the responsibility for payment of royalty lies with CMDC or the Successful Bidder, to enable clear understanding of statutory obligations and accurate assessment of the project's financial implications.	Royalty and other applicable taxes for Dolomite shall be charged in advance from the successful bidder under this contract, the responsibility for payment of royalty and other applicable taxes lies with CMDC and will be recovered from successful bidder.	

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36	Mine Plan	NA	As mentioned in the Mine Plan and the presentation shared, previous mining workings have been carried out over an area of around 11 hectares. Kindly provide the detailed working particulars of this area, including: a) Period of earlier mining operations, b) Quantity of mineral already extracted, c) Existing pit depths, benches, and highwalls, d) Present condition of the old workings and any safety or stabilization measures required. This information is required to properly assess technical constraints, safety aspects, and cost implications for planning future mining operations.	Exact detail of mine geometry is unavailable since the workings are old.	
37	Chapter IV: Tender at Glance, Clause 3	As per the tender conditions, "The Bidder/Consortium should have mined at least 10 Lakh (Ten Lakh Only) metric tons of the following minerals during the preceding three (03) financial years, i.e., FY 2022-23, FY 2023-24, and FY 2024-25, anywhere in India:	In this regard, kindly clarify whether a bidder who does not have the required mining experience can participate in the tender by forming a consortium with another company that meets the above mining experience criteria.	Both technical and financial criteria can be met collectively.	

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		Bauxite/Aluminous Laterite, Iron Ore, Coal, Limestone, Dolomite, Manganese, and Rock Phosphate.			
38	Chapter IV: Tender at Glance, Clause 3	Consortium – Technical Criteria (Point A – Clause 2)	Further, we request you to kindly provide the prescribed format for the Consortium Agreement, if applicable.	Refer Bid Document	
39	Chapter IV: Tender at Glance, Clause 11	As per the NIT, the bidder is required to submit an EMD of Rs. 13 Crore (Rupees Thirteen Crore Only) through online payment.	Additionally, we request your kind authority to consider revising the EMD amount to Rs. 5 Crore, and to allow submission of the EMD in the form of Bank Guarantee / Surety Bond / Demand Draft / FDR / Online Transfer.	Refer Corrigendum 01	
40	NA	NA	a) Kindly clarify whether the mining land shall be made available by CMDC to the Successful Bidder, or whether the Successful Bidder is required to acquire or arrange the land independently.	No land will be arranged by CMDC. The successful bidder shall have to bear all the cost for development of the mine.	
41	NA	NA	b) Kindly confirm whether any villages, habitations, encroachments, or other structures exist within the mining lease area, and whether the Successful Bidder is required to undertake land clearance, eviction, rehabilitation, or incur any expenditure for obtaining clear and unencumbered possession of the mining land.	The lease is free from encroachment as on date. However, it is suggested that bidders visit the site for better understanding of the lease area. Any cost toward mine development shall be borne by successful bidder.	

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42	Chapter IV: Tender at Glance, Clause 3	Bidder must meet the eligibility criteria independently as a Bidding Company or as a Consortium with one of the members acting as the Lead Member of the Bidding Consortium. Bidder will be declared as a Qualified Bidder based on meeting the Technical & Financial eligibility criteria demonstrated through documentary evidence submitted by the Bidder. In case Bidding Consortium, both Technical Criteria as well as Financial Criteria can be met collectively.	We meet the prescribed financial eligibility criteria independently; however, we intend to form a consortium to meet the technical requirements. a) Kindly clarify whether any specific eligibility criteria, minimum shareholding percentage, or mandatory role is prescribed for the Lead Member of the consortium, or whether the consortium members may mutually decide their respective shareholding and roles. b) Kindly clarify whether the tender document may be purchased and the bid submitted by the Lead Member on behalf of the consortium, or whether the tender document must be purchased and the bid submitted strictly in the name of the bidding consortium.	Refer bid document.	
43	Chapter 3: Schedule of Tender Document	NA	Extend the Bid Submission Date by a further period of 15 (fifteen) days, to enable prospective bidders to prepare a comprehensive and competitive bid.	Refer Corrigendum 01.	
44	Chapter 3: Schedule of Tender Document	NA	Facilitate site visit for a minimum duration of 10 (ten) days more, allowing bidders adequate time to assess site conditions, logistics, and other operational aspects.	Refer Corrigendum 01.	

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45	Chapter IV: Tender at Glance, Clause 11	As per the NIT, the bidder is required to submit an EMD of Rs. 13 Crore (Rupees Thirteen Crore Only) through online payment.	Reconsider the EMD amount, considering the scale and nature of the project, so as to encourage wider participation and ensure healthy competition.	Refer Corrigendum 01	
46	Chapter 3: Schedule of Tender Document		Request of site visit beyond the timeline	Refer Corrigendum 01	
47	NA	NA	Request for KML file	KML file will be shared to only those bidders who have purchased the bid document. Bidder to submit request for KML through email to cmdcraipur@gmail.com along with receipt of document purchase.	