

# STANDARD BIDDING DOCUMENT FOR REVERSE E AUCTION



## Department of Mines and Geology Government of Bihar

Department of Mines and Geology Department,  
New Secretariat Vikas Bhawan,  
Bailey Road Patna-800015

**Note- Wherever there is reference to Bihar Minor Mineral Rules, 2017, it should be read as Bihar Minor Mineral Concession Rules, 1972.**

# **INVITATIONFORBID**

(IFB)

# 1. Introduction

Mines & Geology Department, Govt. of Bihar (Herein Called DMG) invites Application from eligible Companies / Firms/ Individuals to participate in the Reverse e-Auction for the below mentioned area and Details:

Sr#	Auction Number	Ghat Name	District	Area(In Hectare)	Celling Value(Above which,bid cannot be made)(Per 100 CFT)	Floor Value(Below which,bid cannot be made)(Per 100 CFT)	Period Of Lease	Bidder Registration Fee[Non Refundable]	Bid Processing Fee[Non Refundable]	Earnest Money Deposit [Refundable]
1	Mines/RA/134-72/2017-18/207	e-Auction for Pratappur Sand Ghats of Jamui District	Jamui	24.2	RS.500	Rs.200	Up to 31.12.2019	Rs.1000	Rs.1000	Rs.1000000
2	Mines/RA/134-72/2017-18/208	e-Auction for Lakhapur Sand Ghats of Jamui District	Jamui	23.5	RS.500	Rs.200	Up to 31.12.2019	Rs.1000	Rs.1000	Rs.1000000
3	Mines/RA/134-72/2017-18/209	e-Auction for Garsanda Sand Ghats of Jamui District	Jamui	24.4	RS.500	Rs.200	Up to 31.12.2019	Rs.1000	Rs.1000	Rs.1000000
4	Mines/RA/104-27/2017-18/210	e-Auction for Kenduai-1 Sand Ghats of Gaya District	Gaya	4.39	RS.500	Rs.200	Up to 31.12.2019	Rs.1000	Rs.1000	Rs.1000000
5	Mines/RA/104-27/2017-18/211	e-Auction for Ghuhari Tand-1 Sand Ghats of Gaya District	Gaya	2.86	RS.500	Rs.200	Up to 31.12.2019	Rs.1000	Rs.1000	Rs.1000000
6	Mines/RA/104-27/2017-18/212	e-Auction for Bhusanda-1 Sand Ghats of Gaya District	Gaya	2.4	RS.500	Rs.200	Up to 31.12.2019	Rs.1000	Rs.1000	Rs.1000000
7	Mines/RA/103-27/2017-18/213	e-Auction for Jharu-1 Sand Ghats of Jehanabad District	Jehanabad	4.13	RS.500	Rs.200	Up to 31.12.2019	Rs.1000	Rs.1000	Rs.1000000
8	Mines/RA/103-27/2017-18/214	e-Auction for Parwan-1 Sand Ghats of Jehanabad District	Jehanabad	3.85	RS.500	Rs.200	Up to 31.12.2019	Rs.1000	Rs.1000	Rs.1000000

9	Mines/RA/103-27/2017-18/215	e-Auction for Serthua Ext Sand Ghats of Jehanabad District	Jehanabad	3.56	RS.500	Rs.200	Up to 31.12.2019	Rs.1000	Rs.1000	Rs.1000000
10	Mines/RA/130-72/2017-18/216	e-Auction for Dumrahi Sand Ghats of Lakhisarai District	Lakhisarai	4.17	RS.500	Rs.200	Up to 31.12.2019	Rs.1000	Rs.1000	Rs.1000000
11	Mines/RA/130-72/2017-18/217	e-Auction for Moliya-1 Sand Ghats of Lakhisarai District	Lakhisarai	2.1	RS.500	Rs.200	Up to 31.12.2019	Rs.1000	Rs.1000	Rs.1000000
12	Mines/RA/130-72/2017-18/218	e-Auction for Nagardar-1 Sand Ghats of Lakhisarai District	Lakhisarai	4.22	RS.500	Rs.200	Up to 31.12.2019	Rs.1000	Rs.1000	Rs.1000000
13	Mines/RA/130-72/2017-18/219	e-Auction for Rampur-1 Sand Ghats of Lakhisarai District	Lakhisarai	2.43	RS.500	Rs.200	Up to 31.12.2019	Rs.1000	Rs.1000	Rs.1000000
14	Mines/RA/135-63/2017-18/220	e-Auction for Chapra-1 Ext Sand Ghats of Arwal District	Arwal	4.68	RS.500	Rs.200	Up to 31.12.2019	Rs.1000	Rs.1000	Rs.1000000
15	Mines/RA/135-63/2017-18/221	e-Auction for Chapra-2 Ext Sand Ghats of Arwal District	Arwal	3.26	RS.500	Rs.200	Up to 31.12.2019	Rs.1000	Rs.1000	Rs.1000000
16	Mines/RA/135-63/2017-18/222	e-Auction for Rampur Waina-1 Ext Sand Ghats of Arwal District	Arwal	2.92	RS.500	Rs.200	Up to 31.12.2019	Rs.1000	Rs.1000	Rs.1000000

<b>Auction Schedule</b>	
Bidder Registration	From 15-01-2018 00:01 AM to 18-01-2018 11:59 PM. ( <a href="https://www.eauction.biharmines.in">https://www.eauction.biharmines.in</a> )
Documents, Registration Fee And EMD Submission	From 18-01-2018 00:01 AM to 2 (Two Hour) Before start of auction.
Bidder Registration Fee [ Non Refundable ]	Rs.1000
Bid Processing Fee [ Non Refundable ]	Rs. 1000
Bidders Training and Pre-Bid Meeting	19-01-2018 3:00 PM (At Mines Department Conference Hall ) New Secretariat Vikas Bhawan, Bailey Road Patna-800015

1. This rate does not include Royalty and Transportation.
2. Bidders should take note that all the documents have to be uploaded through online only. No documents or photocopy thereof are required to be submitted physically. No payments will be accepted in the physical format. All payments have to be made online through internet banking up to **one hour before start of auction**.
3. For support related to e-Auction process, bidders may contact the Project Management Unit, Department of Mines and Geology, Room No-168, New Secretariat Vikas Bhawan, Bailey Road Patna-800015 "Ph. No: **0612-2233042,2233043**"
4. Bidders are expected to regularly check the e-auction portal <https://www.eauction.biharmines.in> or [www.mines.bih.nic.in](http://www.mines.bih.nic.in) to get the updates if any. Detailed descriptions of the Reverse Auction and instructions for submitting the offer can be downloaded from department website."
5. For Other details, "instruction to bidders"" or website <https://eauction.biharmines.in> be referred to. The Auction rates submitted by post /courier/manually would not be entertained."
6. This lease period shall be valid up to **31.12.2019**.
7. The Detailed Bidding document are available on the website <https://www.eauction.biharmines.in> . You are advised to read the same carefully.

**All proposals submitted in response to the RFP document must be accompanied by the Bidder Registration Fee, Bid Processing Fee and Earnest Money. Failing to online submission of any of the above will be liable for the rejection of the bid.**

## **2. Schedule of Auction Process**

SR#	District	Date/Time: Duration	Portal
1.	Jamui	From 24-01-2018 ( 11:00 AM to 01:00 PM ).	<a href="https://www.eauction.biharmines.in">https://www.eauction.biharmines.in</a>
2.	Gaya	From 24-01-2018 ( 02:00 PM to 04:00 PM ).	<a href="https://www.eauction.biharmines.in">https://www.eauction.biharmines.in</a>
3.	Jehanabad	From 25-01-2018 ( 11:00 AM to 01:00 PM ).	<a href="https://www.eauction.biharmines.in">https://www.eauction.biharmines.in</a>
4.	Lakhisarai	From 25-01-2018 ( 02:00 PM to 03:00 PM ).	<a href="https://www.eauction.biharmines.in">https://www.eauction.biharmines.in</a>
5.	Arwal	From 25-01-2018 ( 03:00 PM to 04:00 PM ).	<a href="https://www.eauction.biharmines.in">https://www.eauction.biharmines.in</a>

### 3. Scope of Work s

3.1 The bidder selected to through this bidding process for Mining Lease is also referred as 'Settlee' in this bid document. The Scope of the work is as mentioned below:

**3.2 The Settlee are advised to refer the Bihar Minor Mineral Rules, 2017 before participating in the e Auction Process.**

3.3 The Settlee should fulfil the eligibility criteria for grant of Mining Lease as mentioned in Rule 39 and Rule 40 for individuals and firms respectively.

3.4 No Settlee can own a Mining Lease or leases exceeding 100 hectares in the State. In other words, a firm or individual cannot mine an area more than 100 hectares through a single or multiple mining leases in the State.

3.5 The Settlee shall abide by the general restrictions as imposed under Chapter III of the Bihar Minor Mineral Rules, 2017.

3.6 The Settlee shall not sublet the lease to any other person. If he does so, then the lease shall be cancelled.

3.7 **Period of Lease:** - The Settlee shall have to abide by the period of lease as indicated in the e-bid.

3.8 **Environmental Clearance:** - It is the responsibility of the Settlee to obtain the Environmental Clearance within three months. If, however, he fails to get the Environmental Clearance within three months, his lease would be cancelled in terms of Rule 56 (2) (h) of Bihar Minor Mineral Rules, 2017 and his Security Deposit forfeited.

***Explanation:** - Environmental Clearance here means the Environmental Clearance of entire area (in hectares) for which the Settlee has won the bid. Even if a part of area remains where Environmental Clearance has not been received, the Department/Collector may cancel the lease for that part of the area or the entire lease itself.*

3.9 **Sale of Minor Minerals:** -

3.9.1 The Settlee shall excavate the minor mineral and sell the same to the Bihar State Mining Corporation at a rate quoted in the bid.

3.9.2 The Settlee shall not undertake retail sale directly to any firm or individual or public at large, unless authorized to do so by the Department.

3.9.3 ***If the period of lease is more than one year, then the department shall allow a 10% increase on the bid amount finalized with the Settlee at the end of every one year to offset the effects of inflation.***

3.10 **Auction Value:** - The Settlee understands that this is "**Reverse Auction**". In case of Reverse Auction, bidders quoting the minimum amount shall be given the lease.

**Reverse Auction:** - In case of a Reverse Auction, the bid quoted by the bidder shall, apart from profit, include the following: -

- i. His cost of excavation of the minor mineral.
- ii. His cost of loading of the minor mineral on to the transport.
- iii. Prevailing taxes such as GST, Stamp/Registration Tax etc.

**Note: -(1)Royalty:** - Please note that the cost of Royalty is not included in the Reverse Auction as the royalty will be recovered by the Bihar State Mining Corporation and deposited with the Government.

**(2) Transportation Cost:** - The Settlee may be required to deliver the sand to the nearest godown of the Bihar State Mining Corporation/End User/Consumer. The cost of such transportation shall be paid to him at a rate fixed by the Department.

**(3) Right of Way:** - The bid price is also inclusive of any right of way that the Settleeshave to pay to the adjoining raiyat. The Settleehas to negotiate with such raiyat and enter into arrangement with the said raiyat on his own.

### **3.11 Mining Plan: -**

- a. The Settlee shall submit a Mining Plan within 30 days of the bid being awarded to him. If he fails to deposit the Mining Plan within 30 days, his lease shall be cancelled and the security money forfeited.
- b. The Mining Plan shall be prepared as the guidelines already issued by the Department. A copy of the said guidelines is attached with **Appendix-A** to this bid document.
- c. The Department may get the Mining Plan prepared on behalf of the Settlee from Recognized Qualified Persons and recover the cost from the Settlee.

**3.12** The Settlee shall have to, at his own expense, set up an office, a computer system, a weigh bridge at the mining site. He shall also, at his expense put sufficient numbers of boundary pillars (cement pillars of 2 feet height and 6 inches diameter) with suitable sign boards and other display items to clearly demarcate the mining area under his lease.

**3.13** It shall be the responsibility of the Settlee to obtain the consent of the landholder or the concerned Department, including the right of way, and matters connected with the logistics of the mining operations.

**3.14** The Settlee undertakes to deposit all the dues as mentioned in the bid document.

**3.15** The typical Time Line is indicated for the benefit of the Settlee: -

**3.15.1** Date on which the Settlee wins the bid – D

**3.15.2** Date by which he deposits the Security Deposit and/or Bank Guarantee – D+7 days

**3.15.3** Date by which he receives a Letter of Intent from the District Mining Officer – D+15 days

- 3.15.4 Date by which he submits his Mining Plan – D+30 days
- 3.15.5 Date by which his Mining Plan is approved – D+60 days
- 3.15.6 Date by which Environmental Clearance is obtained – D+90 days
- 3.15.7 Date by which he gets the Lease Agreement registered after depositing the Stamp/Registration duty – D+120 days
- 3.15.8 Date by which, work order is issued by the District Mining Officer in favour of the Settlee – D+121 days

The Settlee can thereafter begin the mining operation. The above is a typical time line subject to such changes depending upon situation.

- 3.16 **Important:** In Case of emergency or shortage of minor minerals, the Dept./Collector, in the interest of starting mining activity early, may issue work order before the signing of the Agreement. The Settlee in that case, shall have to begin mining operation within 24 hours. If he fails to do so, the lease shall be cancelled.
- 3.17 In normal case, If the Settlee does not begin the mining operation within 30 days of the issue of the work order, the Collector/Mines Commissioner shall become competent to cancel the said lease and forfeit the security deposit. However, in case of emergent & urgent requirement on minor mineral, the Deptt./Collector, if requires the Settlee to start mining within 24 hours, he shall immediately do so.
- 3.18 Each personnel deployed by the Settlee shall possess the valid ID card Issued by the Settlee.
- 3.19 The Settlee has to submit the details of all the personnel who will be deployed in the mining area to the Collector and the District Mining Officer.
- 3.20 The deployed personnel deployed by the Settlee for the work above, shall be the employees of the Settlee for all purposes.
- 3.21 Uniforms shall be supplied by the Settlee at its own cost, to the personnel deployed for this work.
- 3.22 The Settlee shall take all reasonable precautions to prevent any unlawful or riotous or disorderly conduct of his employees. In case any of the persons so deployed by the Settlee does not come up to the mark or does not perform his duties properly or indulges in any unlawful, riotous or disorderly conduct, Settlee will be responsible for the same.
- 3.23 The Settlee shall keep department indemnified against all claims whatsoever in respect of the persons deployed by the Settlee at various points.
- 3.24 The Settlee shall further keep the Department indemnified against any loss to department and assets including any kind of mining activities in the mining area. In case of any loss or theft of the mineral, it shall be made good by the Settlee and in the event of failure on their part to do so within a period, the loss shall be made good by encashment of security deposit and if the amount of loss or damage exceeds the amount of the security deposit, then the remaining amount will be recovered from the Settlee. The Settlee will ensure proper control over the movement of the visitors, material, articles and vehicles etc.
- 3.25 The Settlee shall be responsible for all injuries and accident to persons employed by him and/or damage to fitting/fixtures and equipment's arising due to negligence on the part of the Settlee.



- 3.26 In the event of any breach, violation or contravention of any terms and condition herein contained by the Settlee, the lease of the Settlee shall be terminated forthwith and the security deposited will be forfeited by the Department.
- 3.27 The terms and conditions mentioned in the e-bid, this bidding document and any standing instructions, notifications and departmental letters shall also become the part of the agreement.
- 3.28 The Settlee shall not engage any Sub-contractor or transfer the contract to any other person in any manner.
- 3.29 The EMD will be returned to the bidder within one month after the finalization of the bid. If the bidder is failed to qualify the technical part of the bid, his EMD will be returned within 15 days of finalization of the Technical Evaluation. The EMD of that bidder, who will be selected as Settlee, will be returned after the submission of PBG by him as mentioned in the next point. Any discrepancy in EMD form may lead to rejection from the Auction Process.
- 3.30 **Formula for PBG:** - The Settlee will be asked to submit a Performance Bank Guarantee (PBG) of Amount Rs. 10 Lakhs (Ten Lakhs Only) for each mining cluster of 25 hectares (in case of yellow sand). The PBG will be Rs. 2 lakhs (Two lakhs Only) for each mining cluster of 25 hectares or less (in case of white sand). The PBG should be made in favour of the Department of Mines and Geology within 7 Days after the declaration of the result. **The PBG shall be for the duration of the mining lease.**
- 3.31 The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the SBD documents. Failure to furnish all information required as mentioned in the SBD documents or submission of a proposal not substantially responsive to the SBD documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.
- 3.32 **Agreement:** - The proposed lease agreement to be signed with the successful bidder may be seen at **Appendix C.**

## SECTION 2 QUALIFICATION INFORMATION

### 4 Criteria for Evaluation

- I. Pre-Qualification evaluation: The Bidder shall be examined prima facie to substantiate the compliance with the Bidder's eligibility criteria as set out for this project . The bid will be rejected; in case it does not meet the Pre-qualification criteria.

- II. In order to reach such a determination, Department of Mines & Geology will examine the information supplied by the Bidders, and shall evaluate the same as per the evaluation criteria specified in this RFP.
- III. Department shall review the online submitted documents and a Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to comply with the technical requirements;
- IV. Bid may be rejected at any stage of the evaluation if it is found that the company / firms / Individuals has provided misleading information or has been black listed by a central or any state government or has indulged in any malpractice/ unethical practice and has not honored contractual obligation elsewhere;
- V. After the technical evaluation is completed and approved, Department of Mines & Geology shall inform the Bidders who will be allowed to participate in the E Auction.
- VI. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the same is approved by the appropriate Committee.
- VII. **Please note that no conditional bid will be entertained;**
- VIII. Substantially Responsive Bid: A substantially responsive bid is one, which conforms to the requirements, terms, conditions and specifications of the RFP document without material deviation. A material deviation is one which affects in any substantial way the functionality, scope, quality, or performance of the deliverables, or which limits in any substantial way, inconsistent with the RFP document, Department of Mines & Geology's rights or the Bidder's obligations for, performance of the Project and the rectification of which deviation would affect unfairly the competitive position of other Bidders presenting substantially responsive proposals.

## 4.1 Pre-Qualification Criteria\*

S No	Requirement	Criteria	Documents Required
1	Legal Entity	Company	Certificate for registration Under Companies Act. Along with the details of the Directors of the Company along with Aadhar Card details of Directors
		Partnership Firm / Proprietorship Firm	Certificate such as registration certificate, partnership deed etc along with the Partner Details / Proprietor details along with Aadhar Card Details
		Individual	Details of Individual Along with the Copy of the Aadhar Card
2	Consortiums/ Sub-Contract	Consortiums or Sub Contracting not allowed to bid.	Declaration from the bidder
3	Character Certificate	The bidder has to upload the Character certificate issued by the District Magistrate.	Character Certificate from SDO/SP/District Magistrate.
4	PAN card	Upload the Self Attested PAN Card.	Upload the Self Attested PAN Card.
5	Goods and Service Tax Registration	The bidder has to upload the GST registration Certificate. In case the GST Certificate is not available, the bidder has to upload an affidavit mentioning that the same will be registered under one month of award of contract.	The bidder has to upload the GST registration Certificate. In case the GST Certificate is not available, the bidder has to upload an affidavit mentioning that the same will be registered under one month of award of contract.
6	Royalty Clearance Certificate and Non Black Listing	N/A	<ul style="list-style-type: none"> <li>- In case the bidder is already in any agreement with the Department of Mines and Geology, they have to upload the Royalty Clearance Certificate. In case of new Bidder they have to provide an affidavit stating therein that they have no mining dues lying with Mines and Geology Department.</li> <li>- All bidders must also mention in Affidavit that they have not been previously black listed for</li> </ul>

S No	Requirement	Criteria	Documents Required
			any activity by any State Government/Central Government or their PSUs.
7	Undertaking	N/A	The Bidder has to upload the Self Declaration as per the prescribed format as <b>Appendix B.</b>

**Note: The Bidder are advised to read the tender document carefully. Non Submission of any of the Documents mentioned above will be liable for the rejection the bids.**

## 5 Uploading of Documents:

5.1 Bidders have to upload the documents using their login on the e Auction Portal <http://eauction.biharmines.in>.

5.2 Bidders should take note that all the documents have to be uploaded through online only. No documents or photocopy thereof are required to be submitted physically. No payments will be accepted in the physical format. All payments have to be made online through internet banking.

**5.3 All the bidders are forewarned that no bidder is required to come physically to the Department on or before the auction date for any reason. If any bidder is seen moving around in the Department or the PMU Office, they shall be debarred forthwith.** If any bidder wants to meet any officer, he shall submit a request for appointment through e-mail and only after the request has been accepted, he shall come to the Department with a copy of the e-mail.

## 6 Other Terms & Conditions

6.1 Detailed descriptions of the auction and instructions for submitting your offer can be downloaded from department website (<http://mines.bih.nic.in/>).

6.2 Bidders are advised to go through the website (<http://mines.bih.nic.in/>) for detailed terms and condition of e-Auction bid before taking part in the e-Auction bid proceedings.

**6.3 If any bid lower than the lowest bid is received within the last five minutes of closing time, the time of bidding will get automatically extended by another five minutes and subsequently, if no further bid, lower than the last quoted lowest bid is received within the said extended five minutes, the bidding process will automatically close at the expiry of the extended five minutes.**

6.4 Corrigendum or Date Extension Notice if any will be given through the department Portal <http://mines.bih.nic.in/> or <https://www.eauction.biharmines.in/>.

6.5 The authority reserves the right to reject or cancel the auction or any part thereof without assigning any reasons thereof.

6.6 The detailed information will be available at <https://www.eauction.biharmines.in/>.

### **Guidelines for Preparing & Approving a Mining Plan of a Mining Lease**

Under Rule 19 of Bihar Minor Mineral Rules, 2017, the Department is required to lay down procedures for preparation and approval of the Mining Plan. In this connection, the following shall be the guidelines:

#### **Preparation of Mining Plan:-**

1. The Mining Plan shall be prepared by the Recognised Qualified Person (RQP) as provided under Rule 20 of the Bihar Minor Mineral Rules, 2017.
2. The Recognized Qualified Person shall be a person with following eligibility:-
  - a. Graduate in Engineering *Preferably* in Mining Technology or Geology; or
  - b. Graduate in Engineering (Civil with specialisation in Hydrology); or
  - c. Graduate in Architecture; or
  - d. Post Graduate in Geology/Geography; or
  - e. Any Post Graduate/Graduate/Diploma/Certificate Course in Geo Informatics or Remote Sensing or GIS or Hydrology or such other allied subjects; or
  - f. Accredited Consultants of Quality Council of India may also apply; or
  - g. Accredited Consultants of National Accreditation Board of Education and Training may also apply.
3. The RQP should have an experience of 3 years in working in Mining/Construction/Architecture/Survey/Remote Sensing/GIS or such allied activities.
4. The Department has prepared a panel of RQP who shall be competent to prepare a Mining Plan for any Mining Lease. This panel may be seen at **Annexure A** to these guidelines.
5. This panel shall be valid for a period of 2 years from today and shall be revised from time to time.
6. The RQP should have an office in Patna or any other the district within the State of Bihar. He should have basic IT infrastructure in Office like Computer, hi-tech printers, photocopier etc.
7. The RQP shall charge such rate as indicated in the Annexure. The RQP shall be paid on a per hectare basis for each Mining Plan. The remuneration per Mining Plan to be paid by the Settlee to the RQP is indicated at the **Annexure A** itself.
8. The RQP shall necessarily travel to the area for which he is preparing the Mining Plan. He should physically visit the proposed Mining Site and give a certificate to this effect that he has physically visited the mining site.

9. The RQP shall submit the Mining Plan within 15 days of the work being allotted to him. The RQP shall prepare the Mining Plan as per the format annexed as **Annexure B.**
10. If it comes to the notice to the Department about certain unethical practices by the Recognized Qualified Person, then the Department shall, after giving due opportunity of being heard, may black list the said Recognized Qualified Person and/or impose suitable penalty on him.

#### **Approval of Mining Plan:-**

11. The RQP, after preparing the Mining Plan, shall submit it to the Department in 3 copies.
12. The Department shall undertake the initial scrutiny of the Mining Plan. The Department may ask the RQP to remove certain defects, if any. Once the Department is prima facie satisfied with the Mining Plan, it shall refer the Mining Plan (in 2 copies) to the concerned Collector, if the lease area is up to 100 hectares. The Collector shall place such Mining Plan before the DEIAA.
13. For each Mining Lease up to 100 hectares, the DEIAA shall be competent to approve the Mining Plan.
14. For Mining Lease beyond 100 hectares, the Department shall approve the Mining Plan for which a Committee headed by Director Mines is already in place.
15. The DEIAA should give the approval of the Mining Plan within 15 days of the Mining Plan being received in the Collector's office. If the DEIAA fails to approve the Mining Plan within 15 days or fails to convey its objections directly to the Settlee within 15 days, the said Mining Plan shall be deemed to have been approved and the Collector shall be competent to enter into the Agreement with the Settlee.
16. At the time of considering the Mining Plan, the DEIAA may call the RQP in its meeting who had prepared the Mining Plan. The cost of travel of RQP shall be borne by the Settlee.
17. There shall be no provision for submitting a "Modified Mining Plan". A Mining Plan shall either be accepted or rejected by DEIAA. If a Mining Plan is rejected by DEIAA, the DEIAA shall communicate it to the Settlee along with the reasons for the rejection of the Mining Plan and may require the Settlee to submit a fresh Mining Plan taking care of the concerns of the DEIAA. Then, the Settlee shall prepare another set of Mining Plan afresh and submit it to the Department for initial scrutiny.
18. If the Mining Plan is approved by the DEIAA, the District Mining Officer shall convey it to the Settlee. The 2 copies available with the Collector shall be signed and stamped on each page "APPROVED" and 1 copy be given to the Settlee and 1 copy be retained in the District Mining Office.
19. The above guidelines are applicable to the minor minerals like sands, stone and ordinary earth. For, brick earth, a separate guideline will soon be issued.

**Annexure A to Appendix A**

<b>LIST OF APPROVED RQP</b>					
<b>S.N.</b>	<b>Name of RQP</b>	<b>Qualification</b>	<b>Address</b>	<b>Contact No.</b>	<b>Email Id</b>
1	SHIVA TEST HOUSE	M.sc, Geology	shiva test house 6d,extension(Chartterjee lane) gardanibagh, patna-800001	0612-2590705, 9430466411	<a href="mailto:sthatpatna@yahoo.com">sthatpatna@yahoo.com</a>
2	MANOJ S. DIXIT	C.Not attached	ManojS.Dixit, A-241 A. H. Colony, Patna	9579416050, 08800440106	<a href="mailto:manoj.dixit31@gmail.com">manoj.dixit31@gmail.com</a>
3	COGNIZANCE RESEARCH INDIA PVT. LTD.	All Employee's details submitted	C/o- Umesh Singh, Bund ViharColongy, Erki Near to Jehanabad Court Railway Stateion Patna Bypass Road, Jehanabad (Bihar)	8377871554	<a href="mailto:cognizanceresearchindia@gmail.com">cognizanceresearchindia@gmail.com</a>
4	MD TAUSEEF WARSII	M.sc, Geology	c/o-papukumar 24 navneet colony, rukanpura patna-800014	9534027112	<a href="mailto:tauseefwarsi707@gmail.com">tauseefwarsi707@gmail.com</a>
5	AMBUJ KUMAR SINGH	B.E (Civil)	A-241, A.h. colony, Patna	9579416050	<a href="mailto:manoj.dixit31@gmail.com">manoj.dixit31@gmail.com</a>
6	NAVIN KUMAR SINHA	B.E (M.E)	c/o-late srikedar prasad sinha, mohala-habibpur,po+ps-sohsaraibiharsarif, nalanda	8252596845	<a href="mailto:navinkumarsinha@gmail.com">navinkumarsinha@gmail.com</a>
7	PUNIT LAL MAHTO	M.sc, Geology	house no-121 raghavbhawankobibari, sikandarpur bhagalpur-812005	9911537948	<a href="mailto:punitgeologist@gmail.com">punitgeologist@gmail.com</a>
8	PRAVIN KUMAR SINHA	B.E (M.E)	20f, mangal market, raja bazar, baily road sheikhpura, patna-800014	7542949027	<a href="mailto:indusminingbihar@gmail.com">indusminingbihar@gmail.com</a>
9	SHAMBHU PRASAD SAHU	Mining Engineering	Flat no-D1, Anand Villa Apartment, AshianaDigha Road, Patna-25, Near IDBI Bank	9122833948	<a href="mailto:subhash.kumar108@gmail.com">subhash.kumar108@gmail.com</a>
10	SHUBHAM CONSULTANTS	Civil Engineering	SHUBHAM CONSULTANTS 310,block-A ambition sapphire baily road (khajpura) patna-800014	0612-2592455, 9431422455	<a href="mailto:vinay2k8@yahoo.com">vinay2k8@yahoo.com</a>
11	ARUN SINGH	Mining Engineering	S/O- Late Sri Awadh Bihari Singh, Janki Kunj Shankar Housing Colony, Ashiyana Nagar Patna-25.	9334120803	<a href="mailto:samratarun@yahoo.com">samratarun@yahoo.com</a>
12	IEED	All details submitted	Ground floor, Shaym Nagar, Maurya Path, Khajpura, P.O. B.V.College, Patna- 14 (Bihar)	9934296447, 9472919161	<a href="mailto:ieedindia@yahoo.co.in">ieedindia@yahoo.co.in</a>
13	IEM	All Employee's details submitted	c/o-R.Nsingh HIG Flats, Block 6 Flat No-6 flat no-20, bahadurpur housing colony patna-800026	8407804251	<a href="mailto:iem2012@rediffmail.com">iem2012@rediffmail.com</a>
14	ASCENSO ENVIRO PVT LTD.	All Employee's details submitted	ASCENSO ENVIRO PVT LTD., Patna office- 202, Mangal Market, Raja Bazar Sheikhpura, Patna-15	9958149985	<a href="mailto:purushottam@amcgroup.co.in">purushottam@amcgroup.co.in</a>
15	DR. R.N. SINGH	M.sc, Geology	drnsingh 7 hf-6/20(HIG) sector-7, block-6,flat no-20, bahadurpur housing colony patna 800026	9958249802	<a href="mailto:geo.akumar@gmail.com">geo.akumar@gmail.com</a>
16	RAVI SHANKAR	B.E, Mining	203, girjanandanenclave ,murli path baily road patna-801503	7485090640	<a href="mailto:shankar.ravi677@gmail.com">shankar.ravi677@gmail.com</a>
17	GEMS	All Employee's	ground floor,	8989461947,	-



	PROJECTS PVT.	details Submitted	jagomanshrecoplexashiana mode belley road patna- 800014	9835113341	
18	PUNIT LAL MAHTO	M.sc, Geology	house no-121 raghavbhawankobibari, sikandarpur bhagalpur- 812005	9911537948	<a href="mailto:punitgeologist@gmail.com">punitgeologist@gmail.com</a>
19	IEM	All Employee's details submitted	c/o-R.Nsingh HIG Flats, Block 6 Flat No-6 flat no- 20, bahadurpur housing côlony patna-800026	8407804251	<a href="mailto:iem2012@rediffmail.com">iem2012@rediffmail.com</a>
20	RAKESH KUMAR SINGH	M.sc, Geology	hasibvilla,naya tola line bazar,purnea, bihar	9871911712	
21	DR. ASHISH SHARMA	PH.D (Geology)	hasibvilla,naya tola line bazar,purnea, bihar	9753385660	<a href="mailto:ashish_78617@rediffmail.com">ashish_78617@rediffmail.com</a>
22	ASHWINI KUMAR	M.sc (Geospatial Application in Regional Development)	8H/, Ward no. 46, Bhadurpur Housing Colony, Near Astha Motors, Bhadurpur, Patna-26	9308716750	<a href="mailto:Iashwinikumar@gmail.com">Iashwinikumar@gmail.com</a>
23	SURENDRA SAI	M.sc, Geology	Ashok Nagar Rd-1/107D Mandir Marg Ranchi (Jharkhand) Pin code- 8340002	9431766015, 8084455003	-
24	S. RAKSHIT	B.E. Mining Enginnering	C/o- Arvind Kr. Singh House no.-106/158, Bullak Chand Path, Near- Sudha Talkies, Lakhibagh, Gourakshni Road Manpur, Gaya, Bihar-823003	7978165852, 9934307907	<a href="mailto:arv_pin@rediffmail.com">arv_pin@rediffmail.com</a>
25	MADHAV	Detialof All works exprince	MalahiPakari, Kankarbagh, M-62, South of Madhuban Housing Complex 90 feet, Patna	91-729-606- 9668	<a href="mailto:sanyutinfra@gmail.com">sanyutinfra@gmail.com</a>
26	AMIT KUMAR SINHA (GANPAT RAM)	B.E, Mining	New Area Piparpanti, Sinha House, Gaya (Bihar)- 823001	9001310163	<a href="mailto:chaugna@gmail.com">chaugna@gmail.com</a>
27	DR. GURPINDER SINGH JAISWAL	P.G. (Geology)	House no.-011, Vidyapati Tower, Road No.-7, Ramnagar, Sonari, Jamshedpur, Dist- Singhbhum (East) Jharkhand-831005.	9431161972	<a href="mailto:smsminesran@gmail.com">smsminesran@gmail.com</a>
28	SHAILESH KUMAR SINGH	PG in Remote Sensing - M.sc, Geology	c/o-mamta associates M1,vijyaana complex kankarbagh,old bye pass road dist-patna,bihar- 800020	9431496906/ 8651111777	<a href="mailto:nexgentraders96906@gmail.com">nexgentraders96906@gmail.com</a>
29	SONTOSH KUMAR	Marksheet of Geospatial	santoshkumar g-38,p.c colony kankarbagh patna-20	9852890480	-
30	RABINDRA NATH SINGH	B.E, Mining	rabindranathsingh c/o-sri ram vinay prasad west of dakasthangonawan nawada- 805110	9955938235	<a href="mailto:rabindra.1972@rediffmail.com">rabindra.1972@rediffmail.com</a>
31	DR. ANAL KR. SINHA	M.sc, Geology	Dr. Anal Kr. Singh, Flat no. 2/30 Block-B, HIG Colony, Bhoothnath Road, Patna- 8200026	7762923277, 9608302140	<a href="mailto:sinha.anal@rediffmail.com">sinha.anal@rediffmail.com</a> / <a href="mailto:sinha.anal194@gmail.com">sinha.anal194@gmail.com</a>
32	RABINDRA KR. PRAKASH	P.G. (Geology) M.Sc (Geology)	102, Rameswaram Apartment Phase-II, Ashok Kunj, Ashok Nagar, Argora, Ranchi, Jharkhand-843002	8757538142	<a href="mailto:skylark.india@gmail.com">skylark.india@gmail.com</a>
33	DR. AMARJEET KUMAR SINGH	PH.D (Geology)	S/o- Sri Udho Singh, C/o- Sri Indrajit Kumar Singh At& P.O-Jiradei, Dist-	9431508228 , 9973704020	<a href="mailto:amarjeet.dhanbad@gmail.com">amarjeet.dhanbad@gmail.com</a>

			Siwan, Bihar, 841245		
34	SUNIL KUMAR	B.Sc (H) Physics AMIE- Mining Engineering	S/o- Dr. Ram Bahadur Mandal, Kiran Niwas Vill- Kharsham, P.O.- Parsa, Dist.- Samastipur, Bihar- 847105	7320039208, 8809198285	<a href="mailto:sunilkumar.ucil@gmail.com">sunilkumar.ucil@gmail.com</a>
35	DR. R.N. SINGH	M.sc, Geology	drnsingh 7 hf-6/20 (HIG) sector-7, block-6,flat no-20, bahadurpur housing colony patna 800027	07765961290, 09430252332	<a href="mailto:radhanadsingh@gmail.com">radhanadsingh@gmail.com</a> <a href="mailto:/msgsi@rediffmail.com">/msgsi@rediffmail.com</a>
36	SANJAY KUMAR	M.sc, Geology	Vastu- Sarita Colony, Janakpuri, Near St. Karen's School, Gola Road, Danapur, Patna	9431068861	-
37	RAVI SHANKAR	B.E, Mining	203, girjanandanenclave ,murli path baily road patna- 801503	7485090640	<a href="mailto:shankar.ravi677@gmail.com">shankar.ravi677@gmail.com</a>
38	SHASHI KUMAR SINGH	B. Tech. In Civil Engineering	S/O- Sri Naresh Pd. Singh, Vill-Bindwara (Adarsh Tola), P.S.-Kashim Bazar, P.O.-Munger, Dist.- Munger-811201 Bihar	7992210835	<a href="mailto:ranashashi.singh550@gmail.com">ranashashi.singh550@gmail.com</a>
39	SUNIL KUMAR	All works details submitted	Sunil Kumar, S/o- Badri Singh, Vill +Post- Khanpur, Thana Wazirganj, Gaya, Bihar- 805129	9264220151	-
40	RAJESH KUMAR	BE (Mining Engineering)	C/o-Aggregate Innovations Pvt. Ltd, Plot no. 87, Rajwara Building, Sikhar More, Near Mehta Petrol Pump, Manpur, Gaya- 823003, Bihar	8008802447	<a href="mailto:yoursjha@yahoo.com">yoursjha@yahoo.com</a>
41	BINOD KUMAR	M.sc, Geology, M.Tech (Mineral Exploration)	A4,4th floor,pamperlakhanhomes,w est of baily road,RPS mor,patna-801503	9431308170	<a href="mailto:binod298@yahoo.com">binod298@yahoo.com</a> / <a href="mailto:binod298@gmail.com">binod298@gmail.com</a>
42	GANESH PRASAD	Ph.D (Industrial Enginnering Management)	Ganesh Prasad, Govt. polytechnic, Gaya- 823001, Bihar	9934519595	<a href="mailto:ganesHPd3@rediffmail.com">ganesHPd3@rediffmail.com</a>
43	DR. ABDUL RAHMAN	Ph.D (Geology)	B-78, P.C. Colony, Kankarbag, Patna-800020	8765588495	-
44	SONS GEOMIN CONSULTANCY PVT. LTD.	All Employee's details submitted	H/o Sri Shyam Kumar Singh, At Nayagaon, Laddu Akhara, Opp- KanuVikas Sangh P.O.- Gulzarbagh, P.S. Alamganj, Patna- 800007	09431106275, 08235816865	<a href="mailto:sgcplranchi@gmail.com">sgcplranchi@gmail.com</a> / <a href="mailto:pkksenranchi@gmail.com">pkksenranchi@gmail.com</a>

2. The empanelled RQP's are to carry out the preparation of Mining Plan at the following approved Rates:-

Sand:- Rs. 5000/- per hectare and Rs. 5000/- for subsequent additional hectare.  
Stone :- Rs. 8000/- per hectare and Rs. 6000/- for subsequent additional hectare.

3. Any Extra Charge levied beyond approved rates shall be treated illegal and such RQP's Registration with the Department will be cancelled.

**Preparation of Mining Plan for Lease by RQP**

MINING PLAN FOR MINING OF \_\_\_\_\_ (RIVER  
SAND/STONE/ORDINARY EARTH/BRICK EARTH/MORRUM etc) FROM \_\_\_\_\_  
(NAME OF THE VILLAGE etc.) UNDER \_\_\_\_\_ DISTRICT

[CATEGORY : \_\_\_\_\_ ( B1/B2)  
As specified by MoEF& CC vide Notification  
No.15 January 2016

1. Name & Address of the Lessee/Settlee/Permit holder:
2. Particulars of the Area (Acreage, Boundary Description & Land Schedule):  
(Attach location map and surface plan showing the existing features of the area with contours at 2m interval):
3. Status of the Lessee/Settlee/Permit holder: (Private Individual/Private Company/Public Sector Undertaking/Joint Sector Undertaking/Others):
4. Period of the lease: (from \_\_\_\_\_ to \_\_\_\_\_)
5. Mineral intended to be won:
6. Name & Address (along with e-mail & mobile) of RQP preparing the Mining Plan:
7. Order No. & date of Competent Authority granting the lease:  
(Copy of the order to be attached):
8. If, forest area, whether forest clearance obtained:  
(Attached copy of forest clearance):
9. Reserves:  
(Details of the geology of the precise area including minor mineral reserves of the area):
10. Mining:
  - (a) Whether manual or semi-mechanized or mechanized:
  - (b) If semi-mechanized/mechanized, number, type and capacity of machines to be used:
  - (c) Estimated quantity of diesel/fuel consumption:
  - (d) Whether drilling and blasting will be made use of, if yes, state monthly quantity of explosives to be consumed:
  - (e) Benching pattern (Height x Width):
  - (f) Face lay out (attach development plan):
  - (g) Quarry Floor level (RL) at the end of each year and at the end of period of the concession:
  - (h) Quantity of mineral to be won (Annual Level of Production):
  - (i) Quantity of overburden to be removed (Show location of such disposal in development plan):
  - (j) Whether heavy blasting to be adopted if yes, location of nearest habitation (to be shown in the surface plan):
  - (k) Safety precautions to be adopted:
  - (l) Brief description on method of procurement and storage of explosive:
11. Waste Disposal:
  - (a) Location (show it in the development plan)
  - (b) Area covered:
  - (c) Environment safeguards for such disposal:
12. Mine Drainage:  
(Give details of total make of water during dry and rainy season and its method of handling):
13. Mineral Processing:  
(Give details of processing including sizing, sorting, generation of Reject/fines etc):
14. (a) No. of trees to be uprooted due to mining operation:  
(b) Programme of Plantation:
15. Manpower:
  - (a) Supervisory: (inclusive of statutory personnel):

- (b) Non-Supervisory (skilled, semi-skilled & unskilled):
  - (c) OMS:
- 16.** Use of Mineral: (Specification and monthly quantity to be dispatched to be furnished):
- (a) For domestic use:
  - (b) For export:
- 17.** Mine Closure Plan:
- (a) Describe the process/activities to be undertaken for reclamation and rehabilitation in respect of the following: **i)** Mined out land:**ii)** Waste/reject dump: **iii)** Top-soil stack and its utilization:
- 18.** Certificate
- I/We, the holder of \_\_\_\_\_(type of lease) for \_\_\_\_\_ (mineral) over \_\_\_\_\_  
 hec, in \_\_\_\_\_(village/forest) under Block / Circle\_\_\_\_\_
- \_\_\_\_\_ District hereby solemnly affirm that the plans and programmes in this mining plan will be scrupulously implemented by me/us and I/we will be strictly held responsible for any deviation thereof. I/We also hereby certify that the provisions of Mines and Minerals (Development & Regulation) Act, 1957, and the Mines Act, 1952 and Rules and Regulations made under these Acts, along with the provisions of Bihar Minor Mineral Rules, 2017 will be strictly adhered to while implementing this mining plan and wherever specific permissions will be required, I/We will approach the concerned authorities of Directorate General of Mines Safety and the State Government, as the case may be.

**(Signature of the Settlee)**

## Undertaking by the Bidder

<To be Submitted on 100 Rs. Stamp Paper Duly notarized >

- 1) I declare that I have understood that all the terms and conditions along with the scope of work mentioned in the tender document. I declare that I agree to abide the same as mentioned in the tender document.
- 2) I declare that I have read and understood all the provisions of Bihar Minor Mineral Rules, 2017 (including the Mines and Minerals(D&R) Act, 1957) and agree to abide by them.
- 3) I declare that I shall fulfil all the directions issued by the Licensing Authority, the Collector, the District Mining Officer, the Department of Mines and Geology as issued from time to time.
- 4) I also understand that I shall not be eligible for any compensation as a result of unforeseen obstructions to mining operations, non-availability of Environmental Clearance and cancellation of the Mining Lease.
- 5) **(In case of Individuals):** I also undertake that I do not have mining lease exceeding 1 00 hectares including the area covered in this bid.

Or

- 6) **(In case of Firms):** We declare that none of the Directors of this Firm is a Director in any other Firm which is already having a mining lease of 1 00 hectares.
- 7) If in case of any of the information furnished by me / Company / firm is found to be wrong or misleading, I understand that and agree that during any stage of evaluation or Contract Execution the department may start any proceeding against me /firm/ company and can forfeit the EMD / Performance bank Guarantee.

Signature:

Name of the Bidder:

Address of the Bidder :

Date :

Place :

## Appendix C

### MODEL FORMAT OF MINING LEASE TO BE EXECUTED BY THE SETTLEE {See rule 41 (9) of Bihar Minor Mineral Rules, 2017}

THIS INDENTURE made this ..... day of .....  
20..... between the Governor of Bihar (hereinafter referred to as the State  
Government which expression shall where the context so admits be deemed to  
include the successors and assigns) of the one part and .....

When the  
Settlee is an  
individual

..... (Name of person with address and  
occupation) (hereinafter referred to as “the Settlee” which  
expression shall where the context so admits be deemed to  
include his heirs, executors, administrators, representatives and  
permitted assigns).

When the  
Settlees are  
more than one  
individual

..... (Name of person with address and  
occupation) and ..... (Name of person with address  
and occupation) (hereinafter referred to as “ theSettlee” which  
expression shall where the context so admits be deemed to  
include his heirs, executors, administrators, representatives  
and permitted assigns).

When the  
Settlee is a  
registered firm.

..... (Name and address of partner),. son of  
..... of ..... son of ..... of .....  
all carrying on business in partnership, under the firm name and  
style of ..... (name of the firm) registered under the Indian  
Partnership Act, 1932 (9 of 1932) and having their registered  
office at ..... in the town of (hereinafter referred to as “  
the licensee” which expression where the context so admits be  
deemed to include all the said partners there, respective  
heirs,executors, legal representatives and permitted assigns)...

When the  
Settlee is a  
registered  
company.

..... (Name of company) a company registered  
under ..... (Act under which incorporated) and having  
its registered office at ..... (Address) (hereinafter referred to  
as “ theSettlee” which expression shall where the context so  
admits be dented to include its successors and permitted  
assigns) of the other part.

WHEREAS THE Settlee has/have applied to the State Government in accordance with the Bihar Minor Mineral Rules, 2017 (hereinafter referred to as the said Rules) for a mining lease for ..... in respect of the lands described in Part I of this Agreement here under written and has/have deposited with the State Government the sum of Rs. .... as security and the sum of Rs. .... for meeting the preliminary expense for a mining lease.

Whereas the Settlee agrees that he is not the owner of the land nor does he acquire any ownership right over the mineral or any produce extracted by him on the said land.

WITNESSETH that in consideration of the rents and royalties, covenants and agreements by and in these presents and the Agreement hereunder written reserved and contained and on the part of the Settlee to be paid observed and performed, the State Government (with the approval of the Central Government) hereby grants and demises unto Settlee,

The facility to excavate ..... (here state the mineral or minerals) (Hereinafter and in the Agreement referred to in Part I of the said Agreement, together with the liberties, powers and privileges to be exercised or enjoyed in connections herewith which are mentioned in Part II of the said Agreement subject to the restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges which are mentioned in Part III of the said Agreement EXCEPT and reserving out of this demise unto the State Government the liberties, powers and privileges mentioned in Part IV of the said Agreement TO HOLD the premises hereby granted and demised unto the Settlee from the ..... day .....20 for the term of ..... years thence next ensuing YIELDING AND PAYING therefore unto the State Government the several rents and royalties mentioned in part V of the said Agreement at the respective times therein specified subject to the provisions contained in Part VI of the said Agreement and the Settlee hereby covenant with the State Government as in Part VII of the said Agreement as expressed And it is hereby mutually agreed between the parties hereto as in Part IX of the said Agreement is expressed.

IN WITNESS WHEREOF these presents have been executed in manner hereunder appearing the day and rear first above written.

**PART I**  
**THE AREA OF THIS LEASE**

The Land situated at ..... (Description of area or areas)  
(Village) ..... in (Block) in ..... District of Bihar containing an area of  
..... hectares or thereabouts delineated on the plan hereto annexed  
and indicated as par the GPS Co-ordinates below : -

Address of the Lease Plot	Latitude	Longitude

hereinafter referred to as “ the said lands”.

**THE PERIOD OF THE LEASE**

This lease shall be valid up to ..... (mention the date on  
which the period expires)

**PART II**

**Liberties, powers and privileges to be exercised and enjoyed by the  
Settlee/Settles subject to the restriction and conditions in Part III**

To enter upon land and search for, win, work etc.

1. Liberty and power for or in connection with any of the purpose mentioned in this part, but subject to the approval of the Collector or the Department to erect, construct, maintain and use on or under the said lands, any plant and machineries, equipments, vehicles, sheds and other building and other works and conveniences of the like nature on or under the said lands.
2. Liberty and power for or in connection with any of the purposes mentioned in this part to make any roads and other ways, subject to the consent of the land owner or landholder, in or over the said lands and to use maintain and go, and repast with or without cattle, wagons or other vehicles over the same (or any existing roads and other ways in or over the said lands) on such conditions as may be agreed to.



### **PART III**

#### **Restrictions and Conditions as to the exercise of the Liberties, Powers and Privileges in Part-II.**

1. The Settlee shall abide by all the restrictions imposed under the Bihar Minor Mineral Rules, 2017, more particularly with regard to the conditions mentioned in Chapter III of the said Rules.
2. The Settlee shall abide by the instructions issued by the Mining Officer, the Collector or the Department as may be issued from time to time.
3. The Settlee shall not, without the express sanction of the Collector, cut down or injure any timber or trees on the said lands.
4. Notwithstanding anything in this Agreement contained the Settlee shall not enter upon any reserved forest included in the said lands without previous sanction in writing of the District Forest Officer or fell, cut and use any timber or trees without obtaining the sanction in writing of that Officer or otherwise than accordance with such conditions as the State Government may prescribe.
5. The Settlee shall allow existing and future holders of Government licenses or leases over any land which is comprised in or adjoins or reaches or is reached by the land held by the Settlee reasonable facilities of access thereto ;

PROVIDED THAT no substantial hindrance or interference shall be caused by such holders of licenses or leases to the operations of the Settlee under these presents and fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government) shall be made to the Settlee for loss or damage sustained by the Settlee by reason of the exercise of this liberty.

### **PART IV**

#### **Liberties, Power and Privileges reserved to the State Government.**

1. The Settlee shall abide by all the restrictions imposed under the Bihar Minor Mineral Rules, 2017, more particularly with regard to the conditions mentioned in Chapter-II, IV and VI of the said rules.

**2. To work other minerals:-** Liberty and power for the State Government, or to any Settlee or persons authorized by it in that behalf of enter into and upon the said lands and search or win, work, dig, get, raise, dress, process, drains, reservoirs, engines, machinery, plant, buildings, canals, tramways, railways, roadways and other works and conveniences as may be deemed necessary or convenient.

PROVIDED THAT in the exercise of such liberty and power no substantial hindrance or interference shall be caused to or with liberties powers and privileges

of the Settlee. Under these presents and that fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government) shall be made to the Settlee for all loss or damage sustained by the Settlee by reasons or in consequence of the exercise of such liberty and power.

**3.To make railway and roads:-** Liberty and power for the State Government or any Settlee or person authorized by it on that behalf into and upon the said lands and to make upon over or through the same any railways, tramways, roadways or pipelines or any purpose other than those mentioned in Part II of these presents and to get roads and to and repast at all times with or without horses, cattle or other animals, carts, wagons, carriages, informative or other vehicles over or along and as occasion may require, provided that in the exercise of such liberty and power such other Settlee or person no substantial hindrance or interference shall be caused to or with the liberties, powers and privileges of the Settlee under these presents and that the fair compensation as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government shall be made to the Settlee for all loss or damage substantial hindrance or interference shall be caused to or with the exercise by such Settlee or person of such liberty and power.

**4.Action in case of occurrence of valuable mineral:-** In case there are reasons to believe at any time that valuable mineral or minerals exist along with the mineral for which this lease is being granted the collector may issue such order or the compliance of the Settlee as the Collector may think proper for dumping of the tailings or screened rejects of the mineral treated or treatment of the mineral to which this lease is being granted. The granting of this lease to the Settlee will always be without prejudice to the right of the Collector to terminate the lease the mineral leased is found any time to contain any valuable mineral separating of which is not, in the opinion of the Collector, easily possible or within the means of the Settlee.

**5. Mineral Development Fund:-** All Settlees/Licensees or such other person or entity as directed by the State Government, shall deposit two percent of the mining lease amount every year in the Mineral Development Fund to be operated by the Mineral Development Foundation as indicated in Chapter XVI of these rules.

Provided further that the State Government may by notification increase or decrease the percentage of this contribution.

**6.Power of the Mines Commissioner To Suspend/Cancel Mining Lease or Retail License:-** Notwithstanding anything contained in this Chapter, the Mines Commissioner, on his own or upon a complaint or upon a report by any Mining

Officer or Police Officer, may initiate steps to cancel or suspend any mining lease or retail license or any other license/movement permit issued under these rules;

Provided that he shall give a reasonable opportunity to such Settlee/Licensee to present his case, before passing any order.

## **PART V**

### **Rent and royalties reserved by this Lease.**

**1. To pay dead rent:-** Subject to the provision of clause of this Part, during the subsistence of the lease, the Settlee shall pay to the State Government annual dead rent for the landas demised and described in Part I of this Agreement at the rate of the time being specified in the Act and in such manner as may be specified on this behalf by the State Government.

**2. Payment of surface rent, and water rate:-** The Settlee shall pay rent and water rent to the State Government at such time be occupied or used by the Settlee under the authority of these presents at the rates per hectare of the area so occupied or used and so in proportion for any area less than a hectare during the period so occupied or used and so in proportion for any area less than a hectare during the period for the commencement of such occupation or used until the area shall cease to be so occupied or used and shall as far as possible restore the surface land so used to its original condition surface rent and water rate shall be paid a hereinbefore detailed in clause -2: PROVIDED THAT NO such rent/water rate shall to payable in respect o the occupation and use of the area comprised in any roads or ways to which the public have full right of access.

**3. The Mining Revenue to be paid irrespective of pendency of any Writ Petition, Suit, etc. -** Notwithstanding that a Writ Petition has been preferred or a suit or other Proceeding has been instituted in any court or any appeal has been filed before any Tribunal or the Mines Commissioner or a Revision has been filed before the State Government, any sum due to the State Government under the Act or these rules as a result of demand or order made or passed by any Officer or Authority empowered in this behalf by or under the Act or these rules, shall be payable in accordance with such demand or order unless and until such payment has been stayed by the Competent Authority or the Court.

**4. Other Taxes etc -** The Settlee shall duly and regularly pay to the appropriate authority all cess, taxes and local dues in respect of the leased area, the said minerals or the working of the mines in addition to the rent and royalty (if any) so payable as aforesaid.

## **PART VI**

## **Provisions Relating to the Rents and Royalties.**

### **1. Course of action if rents and royalties (if any) are not paid in time:-**

Should any rent, royalty or other sums due to the State Government under the terms and conditions of these presents be not paid by the Settlee within the prescribed time the same, together with simple interest due thereon at the rate of twenty-four percent per annum may be recovered on a certificate of such officer as may be specified by the State Government by general or special order, in the same manner as an arrear of land revenue. If any royalty or rent remains at any time unpaid of 3 calendar months after the date on which it is due, the Collector may determine the lease and take possession of the premises comprised thereon. These rights shall be without prejudice to the right of the Collector to realize the dues under the Bihar Public Demands Recovery Act or any Statutory Act or Rules thereof for the time being in force.

## **PART VII**

### **The Covenants of the Settlee.**

**1. Settlee to pay rents and royalties (if any) etc.:-** The Settlee shall pay the rent, water rate and royalties (if any) reserved by this lease at such times and in the manner provided PARTS V and VI of these presents and shall also pay and discharge all taxes, rates, assessments and in positions whatsoever being the nature of public demands which shall from time to time be charged, assessed or imposed by the authority of the Central and State Governments upon or in respect of the premises and works of the Settlee in common with other premises and works of a like nature except demands for land revenues.

**2. To maintain and keep boundary marks in good order:-** The Settlee shall at his/their own expense erect and at all times maintain and keep in repair boundary marks and pillars according to the demarcation and specification to shown in the plan annexed to these lease. Such marks and pillars shall be sufficiently clear of the shrubs and other obstructions as to allow easy identification and shall always maintain and keep them in good order.

**3. To commence operations within 3 months and work in a workman-like manner:-** The Settlee shall commence operation within 3 months from the date of execution of the lease and shall thereafter at all times during the continuance of this lease search for win, work or develop the said minerals without voluntary intermission in a skilful and workman like manner and without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops buildings structures or other property thereon. For the purpose of this clause, operations shall include the erection of machinery, laying of a tramway or construction of a road in connection with the mine.

**4. To indemnify Government against all claims:-** The Settlee shall make and pay such reasonable satisfaction and compensation as may be assessed by lawful authority in accordance with the law force on the subject for all damage, injury or disturbance which may be done by him/them in exercise of the powers granted by the lease and shall indemnify and keep indemnified fully and completely the State Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.

**5. To strengthen and support the mines to necessary extent:-** The Settlee shall strengthen and support to the satisfaction of the Railway administration concerned or the Collector, as the case may be any part of the mine which in its opinion requires such strengthening or support for the safety of any railway, canal road and other public works of structures.

**6. To allow inspection of working:-** The Settlee shall allow the Collector or the Competent Officer or any officer authorized by the State in that Collector behalf to enter upon the said premises including any buildings excavation or land comprised in the lease for the purpose of for the purpose of inspecting, examining, measuring, surveying and making plans thereof, sampling and collecting any data and the Settlees shall with proper person employed by the Settlee, and acquainted with the mines and works, effectually assist such, officers, agents, servants and workmen in conducting every such inspection and shall afford them all facilities, information connected with the working of the mines which they may reasonably require and also shall and will conform to and observe all orders which the Collector or Competent Officer as the result of such inspection or otherwise may from time to time see fit to impose.

**7. To report accidents:-** The Settlee shall report within 24 hours to the Collector/Competent Officer a report of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or property which may occur in the course of the operations under the lease.

**8. To report discovery of other mineral:-** Whenever the Settlee shall find in the said lands any mineral other than the said mineral/minerals the Settlee shall report within 15 days such discovery in writing to the Collector with full particulars of the nature and position of each such land. He/they/it or any or his/their/its employees shall not win and dispose of the newly discovered mineral or minerals without first obtaining a lease in respect of those minerals.

**9. To keep record and accounts regarding production and employees, etc.:-** The Settlee shall at all times during the said term keep or cause to be kept at an office to be situated upon or near the said lands correct and intelligible books

(bound and paged) of account which shall contain accurate entire's showing from time to time-

- (1) Quantity and quality of the said mineral/minerals realized from the said lands.
- (2) Quantity of the various qualities of minerals benefits or converted for example limestone converted in to lime.
- (3) Quantities of the various qualities of the said mineral/minerals sold.
  - (4) Quantities of the various qualities of the said mineral/minerals otherwise disposed of and the manner and purpose of such disposal.
  - (5) The prices and all other particulars of all sales of said mineral/minerals.
  - (6) The number of persons employed each day in the mines works or upon the said lands specifying qualifications and pay of the technical personnel.
  - (7) The stock of mineral/minerals undisposed.
- (8) The full particulars together with addresses of the party of parties to whom the mineral/minerals has/have been sold, the date of sale, the number of railway wagon together with the station from which dispatched and in the case of dispatches by trucks the names, address of owners of the trucks.
- (9) Such other facts, particulars and circumstances as the Collector may from time to time require and shall also furnish free of charge to such officers and at such time as the Collector may appoint true and Correct abstracts of all or any such books of accounts and such information and returns to all or any o the matters aforesaid as the Collector shall in the behalf appoint to enter into the have free access to the said officer for the purpose of examining and inspecting the said books of accounts and to make copies thereof and make extract there from.
- (10) The Settlee shall at all times during the said terms maintain at the mine office correct, intelligible up-to-date and complete plans of the mine in the said lands on a scale of not less than 10-1 mile, being the copy of the cadastral survey map with details of plot nos. and other present features, showing therein the extent of the workings and the situation of various quarries along with such roads as might have been constructed by the Settlees connecting the main public roads in and around the lease hold premises. Settlee shall also allow any Officer authorized by the Collector to inspect the same at all reasonable

times.

**10. Minimum wages to be paid:** - The Settlee shall pay a wage not lesser than the minimum wages prescribed by the Central or State Government from time to time. The Settlee shall comply with provisions of the Mines Act, 1952. The Settlee shall take measures, at his own expense for the protection of the environment like planting of trees, reclamation of mine land, use of pollution control device and such other measures as may be prescribed by the Central or State Government from time to time. The Settlee shall pay compensation to the occupier of the land on the date and in the manner laid down in these rules.

**11. Possession and Protection:** - The Settlee shall be allowed to take the possession immediately upon his successful bid. It shall be the responsibility of the Settlee to make enough arrangements for the protection of the minerals till the completion of such other formalities like Environmental clearance etc.

**12. Non Transferability of Licenses/Leases:-** All Licenses/Leases issued or renewed under the rules shall be non transferable.

**13. Delivery of working in good order to State Government after determination of lease:-** The Settlee shall at the expiration or sooner determination to the said term of lease or any renewal there of deliver unto the Collector all mines, pits, shafts, inclines, drifts, levels, waterways, airways and other works now existing or hereinafter to be such or made on or under the said lands except such as have been abandoned with the sanction of the Collector and in an ordinary and fair course of working all engines, machinery, plant buildings structures, other works under the said lands, and all such machinery set up by the Settlee below ground which cannot be removed at the commencement of the said term were upon or under the said lands and all such machinery set up by the Settlee below the said lands except such of the same as may with sanction of the Collector have become discussed and all buildings and structures of bricks or stone erected by the Settlee above ground level in good repair and condition and fit in all respects for further working of the said mines and the said minerals.

**14. Penalties:** - The Settlee shall abide by all the provision and regulation as under Bihar Minor Mineral Rules, 2017 more particularly with regard to the conditions mentioned in Chapter IX of the said Rules with regard to Regulation, Storage, Sale and Purchase of minor minerals.

**15. Action in case of war or national emergency:-** In the event of the existence of a state of war or emergency, the State Government shall from time to time and at all times during the said term have the right (to be exercised by a notice in writing to the Settlee) forthwith to take possession and control of the works, plant, machinery and premises of the Settlee on or in connection with the

said lands, or operations under this lease and during such possession or control of the Settlee shall confirm and obey all directions given by or on behalf of the State Government shall be paid to the Settlee for all loss or damage sustained by him/them /it by reason or in consequence of the exercise of the powers conferred by this clause and provided also that the exercise of such powers shall not determine the said term hereby also granted or affected the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

**16. Power of Collector to Requisition Minor Minerals:-** Notwithstanding anything mentioned above, in case of any natural disaster or acute shortage or such other emergencies or in order to maintain a buffer stock, the Collector may require a Settlee/licensee to produce or excavate a specified output of the minor mineral and deliver it to such a place at such rate as he deems fit.

Notwithstanding anything mentioned above, in case of any natural disaster or acute shortage or such other emergencies, the Collector may require a retail licensee to deliver a specified quantity of any minor mineral and deliver it to such a place at such rate as he deems fit.

**17. Power of the Mines Commissioner/Director Mines to direct Settlee :**  
- Notwithstanding anything in this Agreement, the Mines Commissioner/Director Mines shall have power to direct the Settlee to do such acts in order to ensure the availability of the minor mineral, implementation of the objectives of the Act and the Rules and may : -

a. Direct the Settlee to extend all cooperation to Bihar State Mining Corporation.

b. Direct the Settlee to undertake the transportation of the minor minerals at the rates approved by the State Government.

c. Direct the Settlee to supply minerals to such transporters who have the valid papers and GPS/Digital lock in their vehicles.

d. Direct the Settlee to install weighbridges, computer, office infrastructure etc at the mining site.

e. Issue such other directions in the public interest in furtherance of the objectives of the Act and the Bihar Minor Mineral Rules, 2017.

**18. Storage and use of explosive:-**The storage and use of any explosive shall only be in accordance with the provisions of Indian Explosives Act, the Metalliferous Mines Regulations for the time being in force and any lawful directions of the Inspector of Mines. The Settlee shall be responsible for and ensure that no explosive intended for the mine is pilfered or misused or used for purposes, within



or outside the lease area, other than mining within the lease area.

**19. Boundary dispute:-** If any boundary dispute or disputes regarding the right of way or any other dispute, whatsoever regarding the construction of any term or condition in the lease arises between the Settlee and the Settlee of any adjoining block already leased under similar terms or which may subsequently be leased, the Settlee shall be bound to submit such dispute to the decision of the Collector or to an officer appointed by the State Government for the purpose, An appeal shall lie to the Commissioner of the Division from the decision of the said officer and the order of the Commissioner of the Division thereon shall be final and finding on the Settlee.

**20. Employment of foreign nationals:-** The Settlee shall not without the previous sanction in writing of the Collector employ any person for work within the lease area or in connection therewith, who is not an Indian national. Settlee to abide by Rules and Regulations. The Settlee shall abide by all existing laws and rules and Regulations enforced by the Government of India or the State Government and all such other Laws, Rules and Regulations as may be enforced from time to time in respect of working of mines and minerals and other matters affecting the safety, health and convenience of the employees of the Settlee or of the public. On receipt of a notice from the State Government or from an officer authorized by the State Government in this behalf regarding any unlawful or irregular work in connection with the working of the mine, the Settlee shall also be bound to pay compensation to the State Government for losses due to any illegal or unlawful work done by the Settlee or his/their/its employees.

**21. Cancellation of Lease: -**

**(a)** The lease shall be liable to cancellation if the Settlee ceases to work the mine or the quarry, without obtaining the previous permission of the competent Officer or Collector.

**(b)** If the Settlee does not work in any part of the area leased out to him continuously for a period of six months, of which the Collector shall be the sole judge, the Collector shall have the power to determine the lease and re enter the area, provided that the Settlee shall be given a reasonable opportunity to show cause against the same.

**(c)** If the Settlee does not work on more than 10 percent of the area leased out to him continuously for more than 6 months, of which the Collector shall be the sole judge the Collector shall have the power to re-enter on 75 percent of the area comprised in the lease, provided that the Settlee shall be given a reasonable opportunity to show cause against the same and the area left with the Settlee shall be a compact block including the portion of the area worked by him and the terms

of the original lease shall be considered as modified from the date of re-entry by Collector after his final order.

**(d)** The Lease can be cancelled upon a violation of any of the clauses of this Agreement or the provisions of the Bihar Minor Mineral Rules, 2017 and the Act.

**(e)** The Lease can be cancelled if the Settlee disobeys any lawful direction of the Collector or the Mining Officer of the district.

**22.Right of Way:** - Notwithstanding anything contained in this Agreement it shall be the responsibility of the Settlee to negotiate with the owner/occupier of the land in order to gain the right of way for access to mining area as settled with the Settlee. The Settlee shall pay such charges as demanded by the said owner/occupier/raiyat of the said land.

## **PART VIII**

### **The Covenants of the State Government.**

**1. Settlee may hold an enjoy rights quietly:-** The Settlee paying the rents and royalties (if any) hereby served and observing and performing all the covenants and agreement herein contained and on the Settlee to be observed and performed shall and may quietly hold and enjoy the rights and premises hereby demised for and during the term hereby granted without any unlawful interruption from the Collector, or any person rightfully claiming under it.

**2. Compensation:** - If in accordance with the provision of Clause 4 of Part VII of this Agreement, the Settlee shall offer to pay to an occupier of the surface of any part of the said lands, compensation for any damage or injury which may arise from the proposed operations of the right and powers reserved to the Collector and demised to the Settlee by these presents and said occupier having refused his consent to the exercise of the right and powers, the Settlee shall report the matter to the Collector and shall deposit with it the amount offered as compensation and if the Collector is satisfied that the amount of compensation offered with it, along with such further amount as may be decided by the Collector, he shall order the occupier to allow the Settlee to enter the land to carry out such operations as may be necessary for the purpose of this lease.

**3.Renewal of Lease and License:-** There shall be ordinarily no renewal of mining lease to a Settlee/licensee. Once the period of the mining lease is over, the Department or the Collector shall again put the said Mining Plot or the Cluster for public bidding. However, in case of any unforeseen delay in conducting a fresh

bidding, the Collector may renew the Mining Lease of the earlier Settlee/licensee, till such period, not beyond six months, as the fresh bidding is completed.

## **PART IX**

### **General Provisions.**

**1. Settlee to abide by Bihar Minor Mineral Rules, 2017 :-** The Settlee shall abide by all the restrictions imposed under Bihar Minor Mineral Rules, 2017, more particularly with regard to the conditions mentioned in Chapter-XI and XII of the said Rules.

**2. Breach of any condition:-** In case of breach of any of the conditions of the Rule other than mentioned in clauses 2 & 3 of this Part the Collector may require the Settlee to pay penalty not exceeding an amount equivalent to four times the amount of annual dead rent specified under clause 2, Part V.

**3. Obstruction to inspection:-** In case the Settlee or obstructs/obstruct or does/do not allow entry or inspection any of the conditions of the lease mentioned Part III and Part VII, the Collector may cancel the lease and forfeit the whole or part of the security deposit.

**4. Breach of any other condition:-** In case of Settlee or commit any breach of any of the conditions specified in Part VII then and in any such case the Collector shall give notice in writing to the Settlee or his/their/its transferees or assignees as the case may be asking him/them to remedy the breach within 30 days from the date of the notice and if the breach is not remedied within such period the Collector may determine the lease; provided that nothing herein contained shall debar the Collector from enforcing any other right or remedy that the Collector may have against the Settlee or his/their/its transferees or assignees under any other provisions herein contained.

**5. Penalty for breach of conditions: -** In case of breaches of the covenants and agreements by the Settlee on which the aforesaid notice has been given, the Collector in lieu of giving notice may impose such penalty not exceeding four times the amount of annual dead rent specified in Part V.

**6. Settlee to remove his properties on the expiry of lease:-** The Settlee having first paid and discharged the rents and royalties payable by virtue of these presents may at the expiration or sooner determination of the said term or within six calendar months thereafter take down and remove for his/their/its own benefit all or any machinery, plant, building, and other works, erections and conveniences which may have been erected, set up or placed by the Settlee in or upon the said lands and which the Settlee is/are not bound to deliver to the Collector under Part

VII of this Agreement and which the Collector shall not desire to purchase.

**7. Forfeiture of property left more than six months after determination of lease:-** If at the end of three calendar months after the expiration or sooner determination of the said term or after the date from which any surrender by the Settlee of the said lands under the provision contained in Part VIII of this Agreement become effective there shall remain in or upon the said land, any machinery, plant, building, structures and other work, erections and conveniences or other property, the same may be sold or disposed of in such manner as the Collector shall deem fit without liability to pay any compensation or account to the Settlee in respect thereof.

**8. Recovery under the Public Demand Act:-** Without prejudice to any other mode of recovery authorized by any provision of this lease or by any law all amount falling due hereunder against the Settlee may be recovered as a public demand under the Bihar Public Demands Recovery Act or any Statutory Act or Rules thereof for the time being in force.

**9. Responsibility of Managing Agents:-** The Managing Agent of the Settlee shall be equally responsible as the Settlee.

**10. Service of notice:-** Every notice by these presents required to be given to the Settlee shall be given in writing to such person resident on the said lands as the Settlee may appoint for the purpose of receiving such notices and if these shall be sent to the Settlee by registered post addressed to the Settlee at the address recorded in this lease or at such other address in India as the Settlee may from time to time in writing to the Collector or the Competent Officer authorized by the Collector in this behalf designate for the receipt or notices and every such service shall be deemed to be proper and valid service upon the Settlee and shall not be questioned or challenged by him. In Witness Where Of These presents have been executed in the manner hereunder appearing the day, month and year first above written.

**11.** All the provision & conditions mentioned in Form D of the Bihar Minor Mineral Concession Rules 1972 shall be deemed to the conditions/requirements under this agreement.

**12.**sAll the content, Provisions & Condition mentioned in the bidding document shall be part of this agreement.

Signed by .....

For and on behalf of

The Governor of the State of Bihar

In the presence of

For and on behalf of

Settlee

In the presence of .....