



# छत्तीसगढ़ मिनरल डेव्हलपमेंट कार्पोरेशन लिमिटेड

(छत्तीसगढ़ शासन का एक उपक्रम)

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नगर, नवा रायपुर (छ.ग.) – 492015

## Pre-Bid Meeting Response

e-Tender No.:- MSTC/RPR/CHHATTISGARH MINERAL DEVELOPMENT CORPORATION LIMITED/1/RAIPUR/26-27/12157 dated 3<sup>rd</sup>  
June 2026

**Responses to Pre-bid queries raised by bidders during pre-bid meeting dated 16/06/2026 with respect to the “Tender Document For SELECTION OF AGENCY FOR RAISING CUM MARKETING OF DOLOMITE FROM CHHITAPANDARIYA DOLOMITE MINE, SAKTI DISTRICT, CHHATTISGARH INDIA”.**

## Corrigendum -1

S. No	Head	Existing Clause	Revised Clause
1.	CHAPTER IV: TENDER AT A GLANCE	<b>Eligibility Criteria</b> The Bidder can be 1. A company registered under Companies Act, 1956/2013  OR (b) A registered partnership firm registered under Indian Partnership Act, 1932  OR (c) A registered Limited Liability Partnership (LLP) registered under Limited Liability Partnership Act, 2008  OR (d) An Indian national with sole proprietorship right	<b>Eligibility Criteria</b> The Bidder can be 1. A company registered under Companies Act, 1956/2013  OR (b) A registered partnership firm registered under Indian Partnership Act, 1932  OR (c) A registered Limited Liability Partnership (LLP) registered under Limited Liability Partnership Act, 2008  OR (d) An Indian national with sole proprietorship right

S. No	Head	Existing Clause	Revised Clause
		<p>1. The Average Annual Turnover (AAT) of any three year of the Bidder should not be less than Rs. 75 Crore (Seventy-Five Crore Only) in last 03 (three) consecutive financial years among FY2023-24, FY2024-25 and FY2025-26.</p> <p>2. The Net worth of the Bidder shall be positive for all Financial Years against which AAT is submitted. The Bidder shall submit the audited financial statements in support of this and net worth should not be less than Rs. 25 Crore (Twenty-Five Crore Only) as per last audited financial year.</p> <p>3. The Bidder shall submit a Solvency Certificate in original issued by any Nationalized/ Scheduled Bank for a value of at least Rs. 12 Crore (Twelve Crore Only). The certificate shall not be issued earlier than three months from the due date of submission of bid.</p>	<p>2. The Average Annual Turnover (AAT) of the Bidder should not be less than Rs. 75 Crore (Seventy-Five Crore Only) in any 03 (three) consecutive financial years among FY 2022-23, FY2023-24, FY2024-25 and FY2025-26.</p> <p>(Bidder may submit last audited statement for FY 2024-25, only if FY 2025-26 is not audited)</p> <p>3. The Net worth of the Bidder shall be positive for all Financial Years against which AAT is submitted. The Bidder shall submit the audited financial statements in support of this and net worth should not be less than Rs. 25 Crore (Twenty-Five Crore Only) as per last audited financial year.</p> <p>4. The Bidder shall submit a Solvency Certificate in original issued by any Nationalized/ Scheduled Bank for a value of at least Rs. 12 Crore (Twelve Crore Only). The certificate shall not be issued earlier than three months from the due date of submission of bid.</p>
2.	CHAPTER VIII: SCOPE OF WORK, CONTRACT PERIOD AND ELIGIBILITY CRITERIA	1.3. Bidder shall make all necessary arrangement to obtain Forest Clearance under Forest (Conservation) Act, 1980. All costs shall be borne by the bidder.	<p>1.3. Bidder shall make all necessary arrangement to obtain Forest Clearance under Forest (Conservation) Act, 1980. All costs shall be borne by the bidder.</p> <p><b>If the contract is terminated early or not renewed through no fault of the agency, the agency shall receive pro-rata refund for any expenses paid towards Forest Clearances for the remainder of the contract period, only after the on-boarding of new agency.</b></p> <p>However, no refund will be done by CMDC against the cost borne by agency for forest clearance in case of Termination under Clause 40.1 (Agency Default – breach, fraud, payment default, violation of law).</p>

*\* Any change in the timeline or corrigendum related to the Tender Document will be communicated through an addendum to the Tender Document. Such notice/communication will be available on MSTC portal and CMDC website only. Bidders are advised to check MSTC portal and CMDC website regularly for any updates. All such communication will be forming part of tender.*

**Pre Bid Query Response**

S.No	Clause no. of the Tender Document	Bidders Request/ Suggestion for modification/ Amendments	CMDC's stand on the request of bidder	Remarks if Any
1	Statutory Clearances & Approvals	What is the current status of Forest Clearance (Stage-I and Stage-II) for the entire 326.167 Ha forest land? Please provide copies of all applications submitted and the present stage of processing.	Registration Done for FC stage I	
2	Statutory Clearances & Approvals	Who will bear the cost of NPV, Compensatory Afforestation (CA) land identification & cost, CA charges, Wildlife Clearance Plan, SMC Plan cost, and other forest-related payments?	All cost to be borne by the agency	
3	Statutory Clearances & Approvals	Will CMDC provide active facilitation and support for obtaining Forest Clearance, or is the entire responsibility transferred to the Successful Bidder?	CMDC will provide the necessary support wherever required, but the cost will be borne by the Agency only	
4	Statutory Clearances & Approvals	Will the contract period be extended by the duration of delay in obtaining Forest Clearance and Environmental Clearance due to Government processing time?	CMDC have the right to extend the timeline for fulfilment of Conditions Precedent. However, the contract period will remain same.	
5	Statutory Clearances & Approvals	When will the production obligations commence only after receipt of Stage-II Forest Clearance and final Environmental Clearance?	Refer Tender Document Clause for Condition Precedent	
6	Statutory Clearances & Approvals	Is the existing Environmental Clearance (EC) transferable to the Successful Bidder, or will a fresh EC / transfer be required? Who will bear the cost and responsibility?	Fresh EC Application is in progress, However the process of transfer or getting of fresh EC or FC will be decided by the MoEF&CC in upcoming stages. The bidder will have to bear the cost and responsibility.	

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7	Statutory Clearances & Approvals	What is the status of Public Hearing, Environmental Management Plan (EMP) approval, and other statutory clearances?	Till now only TOR has been received	
8	Geological & Reserve Related	Please provide the complete Geological Report (GR), all 266-borehole data (logs, coordinates, assay results), cross-sections, and resource model.	Refer Quarry Plan for details.	
9	Geological & Reserve Related	Kindly share block-wise / zone-wise grade distribution (CaO, MgO, SiO <sub>2</sub> etc.) and the methodology for recoverable reserve estimation after considering mining losses and dilution.	Please refer Quarry Plan	
10	Geological & Reserve Related	Are there any old workings, sterilized zones, or restricted areas? Please provide details and their impact on mineable reserves.	Please refer Quarry Plan	
11	Geological & Reserve Related	Who will carry out the proposed 84 additional boreholes? Will the cost be borne by CMDC or the Successful Bidder?	Please refer Tender Document Clause 2.47	
12	Geological & Reserve Related	Can the Quarry Plan / Mining Plan be modified by the Successful Bidder after detailed exploration?	Quarry Plan can be modified by the successful bidder in consultation with CMDC.	
13	Production & Mine Plan	Can the fixed annual production target of 10 lakh MT be revised (upward/downward) based on actual market demand and grade availability?	Refer Tender Document Clause 6.3	
14	Production & Mine Plan	Is there any flexibility in production scheduling during the initial years?	Successful bidder can revise the production target in consultation with CMDC. However, decision of CMDC will be final in this situation	
15	Production & Mine Plan	Can low-grade dolomite be sold in markets other than Iron & Steel (e.g., refractory, sponge iron) without any penalty?	Refer Tender Document Clause 2.10	

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16	Financial & Commercial Issues	What is the detailed methodology used for calculation of the Reserve Price / Floor Price?	Calculation is confidential and could not be disclosed	
17	Financial & Commercial Issues	Will the Bid Premium be linked to the prevailing market price of dolomite? Is there any provision for revision during severe market downturns?	Refer Tender Document Clause 15	
18	Financial & Commercial Issues	Is GST applicable on Bid Premium / Revenue Share payments?	Refer Tender Document Clause 9	
19	Financial & Commercial Issues	Will there be any relief / waiver on Bid Premium and production obligations during the period when Forest Clearance / Environmental Clearance is pending?	Refer Tender Document Condition Precedents Clause	
20	Marketing & Off-take	Will CMDC provide any assured off-take guarantee or minimum purchase commitment?	Refer Tender Document	
21	Marketing & Off-take	Can the Successful Bidder set up crushing / beneficiation / processing plants outside the mining lease area?	Refer Tender Document Clause 1.4	
22	Marketing & Off-take	Can the bidder enter into long-term supply contracts with end-users (steel plants etc.)?	Selling rights are with Agency. However, agency needs to inform CMDC on such contracts.	
23	Contractual & Risk Related	Will delays in Forest Clearance, Environmental Clearance, and other statutory approvals be treated as Force Majeure with full relief on production obligations and Bid Premium?	Refer Tender Document Clause 47	
24	Contractual & Risk Related	What is the penalty mechanism and waiver provisions for shortfall in production due to market conditions or Force Majeure events?	Refer Tender Clause 13 & Clause 47	
25	Contractual & Risk Related	Is there a milestone-linked release mechanism for the Performance Security / Bank Guarantee?	Refer Tender Clause under Condition Precedent	

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26	Contractual & Risk Related	What is the exit / compensation mechanism if statutory clearances are denied permanently?	Refer Corrigendum point 2	
27	Infrastructure & Land	Who will be responsible for arranging Power connection, Water source, Approach roads, and Railway siding at Bardwar station?	Refer Tender Document CHAPTER VIII: SCOPE OF WORK	
28	Infrastructure & Land	Is there any pending R&R liability or Forest Rights Act (FRA) compliance issue in the block?	No	
29	Chapter VII: Definitions, Point No. 12	As per our understanding, CMDC being the owner shall have all the approvals, clearances, and consents in their name only.	Agency will take the necessary approvals, CMDC will facilitate wherever required	
30	Chapter VIII: Scope of Work, Point 1.2	CMDC to provide the details of the expenditure done by them so far, as this will become the part of Bidder cost/expenditure.	CMDC has appointed a consultant for getting EC. The service fees for consultation is 15 lakhs Rupees (excluding GST). Out of this, approx. 3.50 lakh Rupees has been paid.	
31	Performance Guarantee (Initial Security Deposit)	It is suggested that Performance Guarantee shall be 5% of the total annual contract value instead of total contract period.	No Change	
32	Chapter XII: Model Work Agreement, Point 2.2	CMDC to provide the status of approvals and consents available with them w.r.t. the project.	CMDC has appointed an EC Consultant and received the TOR	
33	Clause 8 (Conditions Precedent) Clauses 8.2, 8.3, 8.4, 8.9, 8.10	Clause 8.2 only provides the Conditions Precedent to be fulfilled by the Contractor, leaving the Mine Owner's baseline operational duties un-stipulated. This creates an uneven commercial framework where the owner faces no explicit risk for failing to facilitate basic access. It is proposed that the following reciprocal condition precedent be explicitly added under Clause 8.2:	No Change	

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34	Chapter XII: Model Work Agreement, Point 2.4	As per the norms Diverted Forest land needs to be cleared for the mining activity, who shall be liable to pay cost towards the tree cutting to State Forest Department. Also, clarify who shall bear the cost towards the NPV, Compensatory Afforestation Charges, etc.	Agency will bear all the cost related to statutory approvals	
35	Clauses 8.9 & 13.2	The current provisions are asymmetric. If the Agency delays deployment, severe recurring Liquidated Damages (0.25% of Annual Sale Value per month) are applied. Conversely, if CMDC delays its performance or fails its timeline under Clause 8.9, the contract simply expires by 'mutual agreement' with zero financial consequence to the Owner. It is proposed that a reciprocal liability clause be inserted:	No Change	
36	Clauses 13.2 & 14.1	Please clarify whether the late production damages (Clause 13.2) and individual intermediate milestone delay damages (Clause 14.1) will run concurrently for the same underlying delay event, creating a 'double jeopardy' penalty framework. It is proposed to insert the following capping provision:	No Change	
37	Clause 15.1	Please clarify the indexation baseline parameter explicitly. It is proposed that 'WPI base' be modified to mean: "The Wholesale Price Index for All Commodities published for the specific calendar month immediately preceding the Bid Submission Due Date" Instead of the floating date of agreement execution.	No Change	

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38	Clause 2.32	It is proposed to insert a protective proviso to the clause as follows: "Provided that if the Mine is forced into idleness due to reasons not attributable to the Agency, Force Majeure events, or delays in Owner's infrastructure handovers, fixed minimum electricity demand charges and recovery staff expenses shall be waived or fully reimbursed to the Agency by CMDC."	No Change	
39	Clause 9.5	The contractor shall be responsible for the payment of royalty, forest transit pass(tax), infrastructure development and environment cess and any other taxes or amount imposed by the State Government or Central Government applicable to the mining and marketing of Dolomite to the CMDC Ltd. on the quantity of dolomite dispatched. If there is any increase in the rate of royalty, sales tax or in any other cess or taxes it shall be borne by the Mine Owner or in case of payment by contractor, the same shall be reimbursed to contractor by Mine Owner. Any new tax or cess introduced by the State Government or Central Government applicable to the mining and marketing of Dolomite to the CMDC Ltd. on the quantity of dolomite dispatched shall be borne by the Mine Owner.	No Change	
40	Clause 9.13	Amendment proposed "Even if the contractor fails to produce and market the scheduled quantity of Dolomite for any reasons (Other than force majeure), he shall be bound to pay the amount of value of Dolomite for the scheduled quantity."	No Change	

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41	Clauses 9.5 & 35.1	The tender completely lacks a standard 'Change in Law' mechanism to maintain the baseline commercial equilibrium of the contract over its long 25-year duration. It is proposed that a dedicated 'Change in Law' sub-clause be added	No Change	
42	Chapter IV – Contract Period (25 Years) & Chapter XII – Model Work Agreement (Termination / Force Majeure / Exit Provisions)	Considering the substantial capital investment required for mine development, infrastructure creation, plant & machinery deployment, statutory compliances, and other project-related assets, it is requested that the Agreement incorporate a clear mechanism for amortization and recovery of capital investment over the contract period.	Refer Corrigendum point 2	
43	Chapter IV – Scope of Work (Clause 2.1–2.3)	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	No Change	

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44	Chapter VIII – Scope of Work	<p>Please clarify whether basic infrastructure such as:</p> <ul style="list-style-type: none"> <li>a) Approach roads</li> <li>b) Power supply</li> <li>c) Water source</li> <li>d) Weighbridge facilities</li> </ul> <p>are presently available at site or are to be developed entirely by the Successful Bidder. It is requested that existing infrastructure details, if any, may be shared for accurate assessment of project cost.</p>	Only Weighbridge will be installed by CMDC.	
45	Chapter VIII – Scope of Work	<p>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.</p>	Refer Tender Document Clause 1.1	

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46	Model Work Agreement / General Conditions	<p>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:</p> <p>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.</p> <p>It is also requested to clarify whether such change in law will be treated as a Force Majeure or relief event, with appropriate protection to the MDO.</p>	Refer Corrigendum point 2	
47	Chapter VIII – Scope of Work	Kindly clarify whether CMDC assures any indicative or guaranteed grade range of Dolomite from the block.	Mining plan has already provided and evaluation to be done by the bidder.	
48	Chapter IV – Clause 11 (EMD)	<p>It is requested to kindly permit submission of EMD in the form of a Bank Guarantee, as an additional option along with NEFT/RTGS.</p> <p>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.</p>	No Change	

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49	Chapter IV – Clause 12 (Performance Guarantee)	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	
50	Chapter IV – Scope of Work (Clause 2.53)	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 wilful default of the Agency and arises due to regulatory or procedural reasons.	No Change	

S.No	Clause no. of the Tender Document	Bidders Request/ Suggestion for modification/ Amendments	CMDC's stand on the request of bidder	Remarks if Any
51	Chapter IV – Contract Period & Extension	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.	Refer Corrigendum point 2	
52	Royalty provisions as per applicable MMDR Act / Mineral Concession Rules,	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.	Refer Tender Document Clause 9.5	
53		Who will pay the stamp duty and registration fees for executing the lease deed.	CMDC will bear such cost for stamp duty and registration charges	
54		FY25-26 provisional balance sheet is acceptable or not.	Refer Corrigendum point 1	
55		Drilling & Blasting methodology and cost recovery is not clear ( It is to be explained )	Refer Mining Plan & Tender Document for Blasting Methodology and Cost Recovery	
56		Whether entire FC has to be taken under section 2(ii) or part can be taken and balance can be reserved under 2(iii).	EC/FC approval is under agency scope, CMDC will only facilitate	

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57		It was informed to us in the pre-bid meeting held on 16.06.2026 that the per-hectare cost of forest clearance will be approximately 32-35 Lakhs, which comes out to approx. Rs. 115.0 Cr. The forest clearance is granted for a period of 61 years, but as per the bid document, the contract period will initially be for a period of 25 years. Kindly elaborate on why the selected bidder is burdened with the full cost of the forest clearance when the contract is for only 25 years. Also, if you are proposing to refund the forest clearance cost after 25 years on a pro rata basis of the mineral excavated, the interest cost will be a huge burden on the selected bidder.	Refer Corrigendum point 2	
58		In the bid document, it mentioned that the selected bidder shall reimburse CMDC for all costs incurred related to the preparation of the mining plan & obtaining Environment Clearance, including consultancy fees, statutory charges, and related documents. Kindly provide the expenses incurred till date by CMDC for calculating our bidding price.	Till Now CMDC has appointed an EC Consultant and spent ~3.5Lac in EC and ~3Lac in Approval of Quarry plan.	
59		Finally, provide us with the MoM of today's (i.e., 16.06.2026) pre-bid meeting and the list of participants.	Please refer to query raised and response given	