



Government of West Bengal
OFFICE OF THE ADDITIONAL DISTRICT MAGISTRATE
AND

DISTRICT LAND & LAND REFORMS OFFICER, COOCH BEHAR

অতিরিক্ত জেলাশাসক এবং জেলা ভূমি ও ভূমি সংস্কার আধিকারিকের কার্য, কোচবিহার, পশ্চিমবঙ্গ
Sagar Dighi Complex, P.O.: Cooch Behar, Dist.: Cooch Behar, Pin: 736101, West Bengal
Phone : (03582) 228490/227061 # Fax : (03582) 228490 # e-mail : dllro.cob@gmail.com

Memo No:2426/LM/IV-47

Dated: 23.11.2016

3rd NOTICE INVITING E AUCTION FOR GRANT OF MINING LEASE OF RIVER BED MATERIAL

Notices are hereby invited for E-Auction from bonafide individuals, firms and companies for grant of mining lease of Minor Minerals only through online mode of competitive bidding in Government e - auction Portal(<https://www.eauction.gov.in>) for 8(Eight) Sand Blocks in the River Bed of River Sankosh, Torsha, Jaldhaka, Sutunga, (List annexed with the Notice) as per provisions of West Bengal Minor Mineral Concession Rules 2016 and West Bengal Minor Mineral Auction Rules 2016.

Intending bidders must have Digital Signature Certificate for e-submission of their bids online through e-Procurement Portal & to participate in the competitive bidding online. Relevant documents along with application, Earnest Money in form of Demand Draft are to be submitted at the help desk for e -auction of mining lease at the office of the Additional District Magistrate & District Land and Land Reforms Officer, Sagardighi Square (East), Coochbehar in any working day from 10 am to 2.00 pm from 24.11.2016 to 1.12.2016.

Earnest money to be deposited in form of **Demand Draft** in favour of **District Magistrate, Coochbehar** and Payable at **Coochbehar**.

The bidders may examine the Bid Document for the all the necessary details.

District Magistrate

&

Chairperson

District Committee for Competitive Bidding
Coochbehar

LIST AND SCHEDULE OF SAND BLOCKS TO BE AUCTIONED

Sl No	Name of the River	Name of The Mouza	Plot No	Block	Area in Hectare	Reserve Price in Rs
1	Sutunga	Gadlerkuthi, JL No. 79	572	Mathabhanga I	0.60	1,76,700.00
2	Sankosh	Naziram Deutikhata, JL No.20	2415	Tufanganj II	5.00	8,78,378.00
3	Torsha	Putimari Boxirbos, JL No. 01	1601	Cooch Behar II	2.60	1,19,438.00
4	Jaldhaka	Fulbari JL No 15	13631	Mathabhanga II	3.17	49,010.00
5	Sutunga	Bhogramguri JL No 35	4001	Mathabhanga I	1.20	5,26,486.00
6	Sutunga	Bhogramguri JL No 35	465	Mathabhanga I	1.20	3,53,400.00
7	Sutunga	Jamalda Hat JL No 43	465	Mekhlianj	1.23	3,62,235.00
8	Sutunga	Jamalda Hat JL No 43	2	Mekhlianj	1.23	3,62,235.00



**District Magistrate
&**

**Chairperson
District Committee for Competitive Bidding
Coochbehar**

BID DOCUMENT FOR MINOR MINERALS

GOVERNMENT OF WEST BENGAL
DISTRICT COMMITTEE OF COOCHBEHAR

This Bid Document is non-transferable.

The copy of this Bid Document is available on the website www.coochbehar.gov.in

BLOCK: MATHABHANGA-I

MAUZA: BHOGRAMGURI

JL NO: 35

PLOT NO: 465

NAME OF THE RIVER: SUTUNGA

UNIQUE CODE NO: 0015

Contents

1.	Important information	3
2.	Definitions	4
3.	Introduction	5
4.	The Concession Area	5
5.	Eligibility	6
6.	Review period and site visit	6
7.	Bidding process	6
8.	Reserve Price	6
9.	Declaration of Successful Bidder and grant of mining lease	7
9.1.	Issuance of letter of intent:	7
9.2.	Continuation as a Successful Bidder:	7
9.3.	Grant of mining lease:.....	7
10.	General conditions regarding bidding process	8
10.1.	Language.....	8
10.2.	Documents and information.....	8
10.3.	Overriding effect	8
10.4.	Cost of bidding	8
10.5.	Verification by the State Government and disqualification.....	8
10.6.	Amendment of Bid Document.....	9
10.7.	Rejection of bids	9
11.	Earnest Money	10
12.	Fraud and Corrupt Practices	11
13.	Other provisions	11
13.1.	Governing law	11
13.2.	Right of State Government/District Committee	11
13.3.	Manner of Conduction of e-auction Process.....	12

1. Important information

- 1.1 This Bid Document has been issued pursuant to notification of an area with the intent to carry out e-auction through competitive bidding for grant of a [mining lease/ prospecting licence-cum-mining lease] for mineral specified hereinbelow, pursuant to the Act and the rules made thereunder. All information provided in this Bid Document should be read together with the Act and the rules made thereunder. In the event of a conflict between this Bid Document and the Act or the rules, the Act or the rules, as the case may be, shall prevail.
- 1.2 The information contained in this Bid Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the State Government or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Bid Document.
- 1.3 This Bid Document is neither an agreement nor an offer by the State Government/District Committee to the prospective Bidders or any other person. The purpose of this Bid Document is to provide interested parties with information that may be useful to them in making their bids pursuant to this Bid Document. This Bid Document includes statements which reflect various assumptions and assessments arrived at by the State Government/ District Committee in relation to the mineral block. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The assumptions, assessments, statements and information contained in the Bid Document may not be adequate, accurate and complete in all respect. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid Document and obtain independent advice from appropriate sources.
- 1.4 Information provided in this Bid Document to the Bidder(s) has been collated from several sources some of which may depend upon interpretation of Applicable Law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as exhaustive and complete in all respect. The State Government/ District Committee accepts no responsibility for the accuracy or otherwise for any statement / data contained in this Bid Document.
- 1.5 The State Government/ District Committee, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document or arising in any way from participation in this Bid process.

- 1.6. The State Government/ District Committee may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid Document.
- 1.7. The issue of this Bid Document does not imply that the State Government is bound to select a Bidder as Successful Bidder for the mineral block and the State Government/ District Committee reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever.
- 1.8. Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the State Government/ District Committee or any other costs incurred in connection with or relating to its bid.
- 1.9. This Bid Document is not transferable.

2. Definitions

The words and expressions used herein but not defined herein shall have the same meaning as assigned to them in the Act or the rules made thereunder . The following definitions apply to this Bid Document, unless the context otherwise requires:

- 2.1. “**Act**” means the Mines and Minerals (Development and Regulation) Act, 1957(as amended).
- 2.2. “**Applicable Law**” shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India.
- 2.3. “**Auction Rules**” means the West Bengal Minor Mineral (Auction) Rules, 2016.
- 2.4. “**Bidder**” means a person who has purchased/downloaded this Bid Document and intends to participate in the e-auction process of minor minerals.
- 2.5. “**Concession Area**” means *particulars of the area* as more particularly described in Form A of West Bengal Minor Minerals (Auction) Rules, 2016.

- 2.6. **“Performance Security”** means a bank guarantee as provided in rule 11 of the West Bengal Minor Minerals (Auction) Rules (henceforth mentioned as Auction Rules).
- 2.7. **“State Government”** means Government of West Bengal.
- 2.8. **“Bid Document”** means this Bid document with addenda, if any, to this Bid Document.

Note: Words and expressions used and not defined in this Bid Document but defined in the Act and rules made thereunder shall have the same meanings as respectively assigned to them in the Act or rules made thereunder.

3. Introduction

- 3.1. In exercise of powers conferred by the section 15 of the Act, the State Government has notified the West Bengal Minor Mineral (Auction) Rules, 2016. The Bidders are encouraged to acquaint themselves with the Act and the rules made thereunder.
- 3.2. This Bid Document is being issued by the State Government/District Committee, for e-auction through competitive bidding for grant of a mining lease over the Concession Area.
- 3.3. The e-auction would be conducted in accordance with the Act, the Auction Rules, any other order or notification issued by the State Government/District Committee pursuant to the Act and this Bid Document.

4. The Concession Area

The information regarding the Concession Area is available in Form A as provided with e-auction notice.

5. Eligibility

- (a) Eligibility of bidders for minor minerals shall be as prescribed in rule 4 of West Bengal Minor Mineral Concession Rules, 2016 and rule 6 of Auction Rules.
- (b) *[Any additional eligibility condition if prescribed by the State Government/District Committee pursuant to the West Bengal Minor Mineral Concession Rules, 2016 to be specified here.]*
- (c) The eligibility conditions shall be used only for the purposes of determination of eligibility for participating in the e-auction. The Successful Bidder shall be decided solely on the basis of Bid Amount as submitted by the eligible Bidders.

6. Review period and site visit

- 6.1. Pursuant to sub-rule (3) of Rule 9 of the Auction Rules, the Bidders shall be provided a fixed period of seven days to study the Bid Document and the bidding process shall commence only after such period of seven days.
- 6.2. Such period of seven days would commence on **24.11.2016** and would end on **30.11.2016**.
- 6.3. During such period the Bidders may undertake the site visit to Concession Area at their own cost and risk to ascertain for themselves the site conditions, location, communication, climate, availability of power, and any other matter considered relevant by them.
- 6.4. The site visit to the Concession Area shall be conducted with prior notice to the State Government/District Committee through the following email address **dmf.cbr@gmail.com**.

7. Bidding process

Pursuant to Rule 9 of the Auction Rules, the e-auction shall be an ascending forward online electronic auction. The manner of conduction of e-auction has been prescribed in rule 9 of Auction Rules

8. Reserve Price

The Reserve Price is INR **3,53,400.00** (Rupees **Three Lakhs Fifty Thousand and Four Hundred**). The Reserve Price is 75% of the value of mineral despatch, as prescribed by the district Committee, in terms of rule 8 of Auction Rules.

9. Declaration of Successful Bidder and grant of mining lease

Pursuant to Rule 9 of the Auction Rules, the mining lease shall be granted to the Successful Bidder in the following manner:

9.1. Issuance of letter of intent:

In terms of Rule 10 of the Auction Rules, a Grant Order/ Letter of Intent (LoI) shall be issued by the State Government/District Committee to the Successful Bidder upon payment of the first instalment of the Bid Amount which is INR **[....] Rupees [....]**.

9.2. Continuation as a Successful Bidder:

The “**Successful Bidder**” shall remain so-

- (a) continuing to be in compliance with all the terms and conditions of eligibility and Grant Order/LoI;
- (b) payment of the first instalment of the Bid Amount which is [.....]INR Rupee [.....].
- (c) furnishing the Performance Security pursuant to the Auction Rules.
- (d) furnishing undertaking for payment of the balance Bid Amount as prescribed in rule 10 of West Bengal Minor Mineral (Auction) Rules, 2016.
- (e) Furnish undertaking for payment towards preparation of PFR, Form-1M and Mine Plan, if the same has already been made prepared by the District Committee, as an exercise of facilitation to the prospective lessee(s).

9.3. Grant of mining lease:

Subsequent to selection of the Successful Bidder and compliance of the conditions as stated in G.O/LoI, he shall pay the second installment of the Bid Amount which is INR [amount in figures] (Rupees [amount in words]). Upon such payment the District Authority shall execute the mining lease deed to the Successful Bidder within a period of 30 days from the date of payment. The date of the commencement of the period for which the mining lease deed is executed shall be the date on which a duly executed mining lease is registered.

10. General conditions regarding Bidding process

10.1 Language

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

10.2. Documents and information

The documents including this Bid Document and all attached documents, provided by the State Government/District Committee are and shall remain or become the properties of the State Government/ District Committee. Bidders are required to treat all such information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bid. The provisions of this Clause shall also apply to bids and all other documents submitted by the Bidders in relation to the bid, and the State Government/

District Committee will not return to the Bidders any bid, document or any information provided along therewith.

10.3. Overriding effect

If there is a conflict between this Bid Document and LOI/G.O or Mining Lease Deed, the LOI/G.O or Mining Lease Deed shall prevail over the Bid Document.

10.4. Cost of bidding

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

10.5. Verification by the State Government and disqualification

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

10.5.2. The State Government/ District Committee reserves the right to reject any bid, and appropriate the entire Earnest Money if:

- (a) at any time, a misrepresentation is made or uncovered,
- (b) the Bidder does not provide, within the time specified by the State Government/District Committee, the supplemental information sought by the State Government/ District Committee for evaluation of the bid, or
- (c) any act or omission of the Bidder results in violation of or non-compliance with the Act, the rules thereunder, this Bid Document, or any other document referred therein or issued pursuant thereto or any Applicable Law relevant for the Bid process.

10.5.3. Any rejection of a bid under Clause 10.5.2 may lead to the disqualification of the Bidder for bidding for any e-auction or allotment conducted by the State Government/ District Committee for a period of five years starting from the date of appropriation of the Earnest Money or any other earlier date specified by the State Government/ District Committee.

10.5.4. In the aforementioned events, the State Government shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the State Government/ District Committee under the Bid Document, or otherwise, without any liability whatsoever.

10.6. Amendment of Bid Document

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

10.6.2. Any amendment issued hereunder will be in writing and shall be made available to in NIC portal and shall be deemed to be part of the Bid Document.

10.7. Rejection of bids

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

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

10.7.3. The State Government/ District Committee reserves the right not to proceed with the Bidding process at any time, without notice or liability, and to reject any bid without assigning any reasons.

10.7.4. Without prejudice to the generality of the foregoing, the State Government/ District Committee reserves the right to reject any bid on any criteria specified in this Bid Document, including without limitation, the following:

- (a) bids have not been submitted as per Bid Document.

- (b) bid is not in conforming to the existing Act and rules made there under.
- (c) bids have been submitted without Earnest Money or period of validity.

11. Earnest Money:

- 11.1. The Earnest Money shall be for INR **35,340.00** (Rupees **Thirty Five Thousand Three Hundred and Forty**).It shall be in the form of Demand Draft to be drawn in favour of **District Magistrate, Coochbehar** payable at Coochbehar.
- 11.2. Save and except as provided in this Bid Document, the Earnest Money of unsuccessful Bidders will be returned by the District Committee, without any interest, as promptly as possible.
- 11.3. The Successful Bidder's Earnest Money will be adjusted with the Bid Amount, without any interest, upon furnishing of the Performance Security in accordance with the provisions thereof.
- 11.4. The State Government/ District Committee shall be entitled to forfeit and appropriate the Earnest Money as damages, amongst others in any of the events specified in this Bid Document. The Bidder, by submitting its bid pursuant to this Bid Document, shall be deemed to have acknowledged and confirmed that the State Government/District Committee will suffer loss and damage on account of withdrawal of its bid or for any other default by the Bidder during the period of bid validity as specified in this Bid Document.

12. Fraud and Corrupt Practices

- 12.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding process and subsequent to the grant of the mining lease. Notwithstanding anything to the contrary contained herein, the State Government/ District Committee may reject a bid, withdraw the mining lease, as the case may be, without being liable in any manner whatsoever to the Bidder. The Successful Bidder, as the case may be, if the State Government/ District Committee determine that the Bidder, or Successful Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice in the Bidding process, in such an event, the State Government/ District Committee shall be entitled to forfeit and appropriate the Earnest Money or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may

be available to the State Government/ District Committee under the Bid Document and/ or otherwise.

- 12.2. Without prejudice to the rights of the State Government/ District Committee hereinabove stated and the rights and remedies which the State Government/ District Committee may have under the mining lease or otherwise if a Bidder, Successful Bidder, as the case may be, is found by the State Government/ District Committee to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice during the Bidding process, or after the grant of the mining lease, such Bidder or Successful Bidder shall not be eligible to participate in any Bid / Tender or Tender Document issued by the State Government/ District Committee during a period of five years from the date such Bidder or Successful Bidder, as the case may be, is found by the State Government to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practices, as the case may be.

13. Other provisions

13.1. Governing law

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

13.2. Right of State Government/ District Committee

13.2.1. The State Government/ District Committee, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- (a) suspend and/ or cancel the Bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Bidder in order to receive clarification or further information;
- (c) retain any information and/ or evidence submitted to the State Government / District Committee by, on behalf of, and/ or in relation to any Bidder; and/ or
- (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

13.2.2. It shall be deemed that by submitting the bid, the Bidder agrees and releases the State Government/ District Committee, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses

or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding process and waives, to the fullest extent permitted by Applicable Law, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

13.3. Manner of Conduction of e-auction Process

The e-auction process of minor mineral would be conducted in the National Informatics Centre portal and for guidance regarding manner of e-auction of minor minerals the site of NIC may be visited.

A handwritten signature in black ink, appearing to be 'S. S.', with the date '23/11' written below it.

Additional District Magistrate
&
District Land and Land Reforms Officer
Coochbehar

Form- A

[See sub-rule (1) of rule 9 of West Bengal Minor Minerals 9 (Auction) Rules, 2016]

MINING LEASE AREA (IN HA)	1.2			
Unique Code No. of sand Block	0015			
LOCATION OF MINE (CENTRE WITH CO-ORDINATE): LOCATION MOUZA, BLOCK, P.S. AND GIS COORDINATE (LATITUDE & LONGITUDE) OF THE CENTRAL AXIS OF THE MINING AREA.	State:	West Bengal		
	District:	Cooch Behar		
	Block	Mathabhanga-I		
	Mouza	Bhogramguri		
	Police Station	Mathabhanga		
	J.L. No	35		
	Plot no	465		
		Latitude	Longitude	
	Central Axis	26°26'30.41"N	89° 2'39.46"E	
RIVER/ CANAL/ KHAL	Sutunga River			
TOPOGRAPHY	Flat			
MINERALS OF THE MINE	Sand			
LIFE OF THE MINE	5 years			
PROPOSED PRODUCTION OF MINE	Total Geological reserve: 24000 cum			
	Mineable reserve: 19200 cum			
METHOD OF MINING	Manual			
DRILLING AND BLASTING	As mining will be done in manual method, thus drilling blasting is not required.			
WATER DEMAND	16 Kld			
SOURCE OF WATER	Nearby villages for drinking water			
ULTIMATE DEPTH OF THE MINING	3 meter			
AVERAGE MAN POWER/DAY	10-12			
SOLID WASTE INCLUDING RESIDUAL RIVER BED MATERIALS	Clay/silt sieved from the excavated minerals will be generate minimum quantity, it will be used for plantation,			
NEAREST RAILWAY STATION	Gopalpur Rly Station approx. 1.3 km N Direction			
NEAREST STATE HIGHWAY/ NATIONAL HIGHWAY	SH-12 A, 0.9 km in S direction			
NEAREST AIRPORT	Bagdogra Air Port, 75 km, in NW direction			
NEAREST RESERVE FOREST/ PROTECTED FOREST/ FOREST	Matiar Khuti Forest Range			


A.D.M. & D.I. & L.R.O
 Kochbhar

Prepared by: Dr. Dibyendu Banerjee



Untitled Placemark

Untitled Placemark

UNIQUE CODE NO. OF SAND BLOCK.	
PLOT NO.	465
MOUZA WITH J.L. NO.	BHOGRAMGURI - 35
P.S.	MATHABHANGA
DISTRICT.	COOCH BEHAR

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Google earth

126 m

2010

Imagery Date: 2/20/2014 26°26'29.94" N 89°02'40.66" E elev 61 m eye alt 625 m