

Date: Feb 19, 2016

Corrigendum/Addendum No.3 issued on 19th Feb 2016 by the Commissioner, Department of Mines and Geology, Government of Karnataka to amend the Model Tender Document and All the Mine Specific Tender Documents for auctions pertaining to Category C Iron Ore Mines issued pursuant to the Notice Inviting tender issued by the Commissioner /Director, Department of Mines and Geology, Government of Karnataka on 22nd December 2015.

The amendments issued vide this Corrigendum/Addendum shall be applicable to the Model Tender Document (including the MDPA) and all the Mine Specific Tender Documents (including their MDPAs) issued pursuant to the Notice Inviting Tender issued by the Commissioner /Director, Department of Mines and Geology, Government of Karnataka on 22nd December 2015.

S. No.	Reference to Model Tender Document/ mine specific Tender Document	As appearing in original Model Tender Document/ mine specific Tender Document	Amended to Read as / Amendment vide insertions
1.	Tender Document 2.0 Definitions	2.15. “ R&R Plan ” shall mean the final Reclamation & Rehabilitation plan for the Concession Area prepared by the Successful Bidder in accordance with the guidelines for preparation as per the order dated 13th April 2012 of the Supreme Court in the Samaj Parivartana Samudaya and Ors. vs. State of Karnataka and Ors in W.P. (C) 562 of 2009, matter and approved by the Central Empowered Committee.	2.15. “ R&R Plan ” shall mean the final Reclamation & Rehabilitation plan for the Concession Area prepared by the <u>Preferred Bidder</u> in accordance with the guidelines for preparation as per the order dated 13th April 2012 of the Supreme Court in the Samaj Parivartana Samudaya and Ors. vs. State of Karnataka and Ors in W.P. (C) 562 of 2009, matter and approved by the Central Empowered Committee.

S. No.	Reference to Model Tender Document/ mine specific Tender Document	As appearing in original Model Tender Document/ mine specific Tender Document	Amended to Read as / Amendment vide insertions
2.	Tender Document 8. Tender process A. First round of e-auction	(a) In the first round, the Bidders shall be required to submit on or prior to 17:00 hours IST on 08th February 2016 (“ Bid Due Date ”): (i) the Technical Bid; and (ii) Initial price offer, which shall be a percentage of Value of Mineral Despatched and must be equal to or greater than the Reserve Price as specified in Clause 9.	(a) In the first round, the Bidders shall be required to submit on or prior to 17:00 hours IST on <u>10th March 2016</u> (“ Bid Due Date ”): (i) the Technical Bid; and (ii) initial price offer, which shall be a percentage of Value of Mineral Despatched and must be equal to or greater than the Reserve Price as specified in Clause 9. <u>Initial price offer shall be upto 2 decimal places.</u>
3.	Tender Document 10. Declaration of Successful Bidder and grant of mining lease	10.3 Execution of Mine Development and Production Agreement The State Government and the Successful Bidder shall enter into the MDPA upon the Successful Bidder having obtained all consents, approvals, permits, no-objections and the like as may be required under Applicable Law for commencement of mining operations. The Preferred Bidder shall obtain such clearances/approvals within 18 months from the date of letter of intent issued by the State Government. In its Judgment, the Supreme Court has directed that <i>“existing statutory approvals/ clearances in favor of the lessee of the erstwhile Category C mining leases will be transferred in favor of the new lessees”</i> . In its Judgment, the Supreme Court has further directed that <i>“the concerned authority will take expeditious action for the grant of the</i>	10.3 Execution of Mine Development and Production Agreement The State Government and the Successful Bidder shall enter into the MDPA upon the Successful Bidder having obtained all consents, approvals, permits, no-objections and the like as may be required under Applicable Law for commencement of mining operations. <u>The Preferred Bidder shall obtain such clearances/approvals within 18 months from the date of letter of intent issued by the State Government.</u> //Deleted// In its Judgment, the Supreme Court has directed that <i>“existing statutory approvals/ clearances in favor of the lessee of the erstwhile Category C mining leases will be transferred in favor of the new lessees”</i> . In its Judgment, the Supreme Court has further directed that <i>“the concerned authority will take expeditious action for the grant of the statutory approvals such as</i>

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		<p><i>statutory approvals such as the environmental clearance and approval/ TWP under the Forest (Conservation Act), 1980”.</i></p>	<p><i>the environmental clearance and approval/ TWP under the Forest (Conservation Act), 1980”.</i></p>												
<p>4.</p>	<p>Tender Document</p> <p>11. Timetable</p>	<p><i>(Clause below the first table on Timetable for tender process)</i></p> <p>Stage II after Preferred Bidder obtains all necessary clearances/approvals from various government agencies/departments. Such clearances/approvals shall be obtained within 18 (eighteen) months from the date of letter of intent issued by the State Government.</p> <table border="1" data-bbox="676 967 1294 1326"> <tr> <td data-bbox="676 967 719 1198">1</td> <td data-bbox="719 967 1167 1198">Submission of Performance Security and mining plan along with second installment (10%) of Upfront Payment by the Preferred Bidder to become Successful Bidder.</td> <td data-bbox="1167 967 1294 1198">T₁</td> </tr> <tr> <td data-bbox="676 1198 719 1326">2</td> <td data-bbox="719 1198 1167 1326">Issuance of order by State Government acknowledging as the Successful Bidder</td> <td data-bbox="1167 1198 1294 1326">T₁+10</td> </tr> </table>	1	Submission of Performance Security and mining plan along with second installment (10%) of Upfront Payment by the Preferred Bidder to become Successful Bidder.	T ₁	2	Issuance of order by State Government acknowledging as the Successful Bidder	T ₁ +10	<p><i>(Clause below the first table on Timetable for tender process)</i></p> <p>Stage II <u>after the issue of letter of intent by the State Government.</u></p> <p>Preferred Bidder/ <u>Successful Bidder shall obtain</u> all necessary clearances/approvals from various government agencies/departments. <u>Such clearances/approvals shall be obtained within 18 (eighteen) months from the date of letter of intent issued by the State Government. –//Deleted//</u></p> <table border="1" data-bbox="1346 967 2022 1394"> <tr> <td data-bbox="1346 967 1391 1161">1.</td> <td data-bbox="1391 967 1861 1161"><u>Satisfactory completion of 10.2 f) of the Tender Document by the Preferred Bidder</u></td> <td data-bbox="1861 967 2022 1161"><u>Within 60 days of issue of letter of intent</u></td> </tr> <tr> <td data-bbox="1346 1161 1391 1394">2.</td> <td data-bbox="1391 1161 1861 1394"><u>Satisfactory completion of 10.2 a), 10.2 b), 10.2 c), 10.2 d) and 10.2 e) of the Tender Document by the Preferred Bidder to become Successful Bidder.</u></td> <td data-bbox="1861 1161 2022 1394"><u>Within 365 days of issue of letter of intent (T₁)</u></td> </tr> </table>	1.	<u>Satisfactory completion of 10.2 f) of the Tender Document by the Preferred Bidder</u>	<u>Within 60 days of issue of letter of intent</u>	2.	<u>Satisfactory completion of 10.2 a), 10.2 b), 10.2 c), 10.2 d) and 10.2 e) of the Tender Document by the Preferred Bidder to become Successful Bidder.</u>	<u>Within 365 days of issue of letter of intent (T₁)</u>
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S. No.	Reference to Model Tender Document/ mine specific Tender Document	As appearing in original Model Tender Document/ mine specific Tender Document		Amended to Read as / Amendment vide insertions													
		3	Mine Development Production Agreement (MDPA) to be executed between State Government & Successful Bidder after payment of third installment (80%) of Upfront Payment; mining lease to be executed by State Government. Successful Bidder to become holder of mining lease.	T ₁ +20	<table border="1"> <tr> <td data-bbox="1339 331 1391 475">3.</td> <td data-bbox="1391 331 1861 475">Issuance of order by State Government acknowledging as the Successful Bidder</td> <td data-bbox="1861 331 2033 475">T₁+ 10 days</td> </tr> <tr> <td data-bbox="1339 475 1391 783">4.</td> <td data-bbox="1391 475 1861 783"><u>Mine Development Production Agreement (MDPA) to be executed between State Government & Successful Bidder, as per Rule 10 (4) of the Mineral (Auction) Rules, 2015</u></td> <td data-bbox="1861 475 2033 783"><u>T₂</u></td> </tr> <tr> <td data-bbox="1339 783 1391 1054">5.</td> <td data-bbox="1391 783 1861 1054"><u>Payment shall be made by the Successful Bidder, as per Rule 10 (5) of the Mineral (Auction) Rules, 2015. Successful Bidder to be granted mining lease upon such payment.</u></td> <td data-bbox="1861 783 2033 1054"><u>T₂+ 15 days (T₃)</u></td> </tr> <tr> <td data-bbox="1339 1054 1391 1246">6.</td> <td data-bbox="1391 1054 1861 1246"><u>Mining Lease Deed shall be executed within 30 days as per Rule 10 (6) of the Mineral (Auction) Rules, 2015.</u></td> <td data-bbox="1861 1054 2033 1246"><u>T₃+ 30 days</u></td> </tr> </table>	3.	Issuance of order by State Government acknowledging as the Successful Bidder	T ₁ + 10 days	4.	<u>Mine Development Production Agreement (MDPA) to be executed between State Government & Successful Bidder, as per Rule 10 (4) of the Mineral (Auction) Rules, 2015</u>	<u>T₂</u>	5.	<u>Payment shall be made by the Successful Bidder, as per Rule 10 (5) of the Mineral (Auction) Rules, 2015. Successful Bidder to be granted mining lease upon such payment.</u>	<u>T₂+ 15 days (T₃)</u>	6.	<u>Mining Lease Deed shall be executed within 30 days as per Rule 10 (6) of the Mineral (Auction) Rules, 2015.</u>	<u>T₃+ 30 days</u>
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	<p>12. Payments by the Successful Bidder</p>	<p>The Upfront Payment paid by the Successful Bidder shall be adjusted in full against the amount payable in accordance with the percentage of Value of Mineral Despatched quoted as the Final Price Offer within the first 5 years of commencement of production of mineral(s).</p> <p>12.2 Periodic Payments</p> <p>A holder of mining lease shall make such payments as specified in rule 13 of the Auction Rules. It is clarified that the holder of mining lease shall make monthly payments with respect to the Value of Mineral Despatched. The holder of mining lease shall also make annual payments if the actual annual despatch is lower than the Minimum Annual Despatch Requirement.</p>	<p>The Upfront Payment paid by the Successful Bidder shall be adjusted in full against the amount payable in accordance with the percentage of Value of Mineral Despatched quoted as the Final Price Offer within the first 5 years of commencement of production of mineral(s). <u>This adjustment of Upfront Payment shall be done each year in proportion of production stated in Mining Plan for that year to the aggregate of the production stated in the Mining Plan for first five years. Any unadjusted portion of the Upfront Payment remaining at the end of fourth year shall be adjusted in full in the fifth year.</u></p> <p>12.2 Periodic Payments</p> <p>A holder of mining lease shall make such payments as specified in rule 13 of the Auction Rules. It is clarified that the holder of mining lease shall make monthly payments with respect to the Value of Mineral Despatched. The holder of mining lease shall also make annual payments if the actual annual despatch is lower than the Minimum Annual Despatch Requirement <u>in accordance with the provisions of MDPA. Such annual payments shall come into effect at the end of 18 months from the date of issue of order by the State Government acknowledging Preferred Bidder as the Successful Bidder in accordance with Clause 11 of the Tender Document.</u></p>

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		<p>It is expressly clarified that the Upfront Payment paid by the Successful Bidder shall not be adjusted against the amount payable pursuant to such annual payments.</p>	<p><u>It is expressly clarified that the Successful Bidder is obligated to make such annual payments, as may be applicable for the financial year at the end of 18 months from the date of issue of such order by the State Government acknowledging Preferred as the Successful Bidder irrespective of the signing of MDPA. It is further clarified that if the MDPA has not been signed by the Successful Bidder then the Minimum Annual Despatch Requirement shall be 50% of the maximum permissible annual production as per the final R&R Plan for the purpose of calculation of shortfall quantity.</u></p> <p><u>It is also clarified that maximum permissible annual production, as per the R&R Plan, shall be prorated for the remaining months of the financial year subsequent to month in which such 18 months period, as described above, ends for the purpose of calculation of shortfall quantity.</u></p> <p>It is expressly clarified that the Upfront Payment paid by the Successful Bidder shall not be adjusted against the amount payable pursuant to such annual payments.</p>

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6.	<p>13. General conditions regarding tender process</p> <p>13.1.1 The Technical Bid shall comprise of the following:</p>	<p>(e) In case of Bidder being a company, duly certified copy of the corporate authorization, such as board resolution to participate in the tender process and submit a bid.</p>	<p>(e) <u>In case of Bidder being a Company, duly certified copy of the Resolution of the Board of Directors of the Company to participate in the tender process and submit a bid, as per the format specified in Part F (Format of Board Resolution) of Schedule I</u></p>
7.	<p>13. General conditions regarding tender process</p> <p>13.7 Verification by State Government and disqualification</p>	<p>13.7.4 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 under the Tender Document, or otherwise, without any liability whatsoever.</p>	<p>13.7.4 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 under the Tender Document, or otherwise, without any liability whatsoever. <u>It is expressly clarified that the State Government shall be entitled to forfeit and appropriate the Bid Security or Performance Security if the Successful Bidder fails to make the annual payments, as per Clause 12.2 of this Tender Document.</u></p>
8.	<p>13. General conditions regarding tender process</p> <p>13.12. Validity of bids</p>	<p>The initial price offer shall be valid for a period of 180 days from the Bid Due Date. If the second round of e-auction is not conducted within a period of 180 days from the Bid Due Date, then the e-auction process will be annulled and the State Government will refund the price of Tender Document to the Bidders.</p>	<p>The initial price offer shall be valid for a period of <u>450</u> days from the Bid Due Date. If the second round of e-auction is not conducted within a period of <u>450</u> days from the Bid Due Date, then the e-auction process will be annulled and the State Government will refund the price of Tender Document to the Bidders.</p>

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9.	<p>Tender Document</p> <p>14. Bid Security</p>	<p>14.1. The Bidder shall furnish as part of its Technical Bid, a security in the form of a bank guarantee payable at Bengaluru by a Scheduled Bank as listed in the Second Schedule of the Reserve Bank of India Act, 1934, excluding those listed under the headings of Gramin Banks, Urban Cooperative Banks and State Co-operative Banks, in favor of the State Government in substantially the same format as prescribed at Part C of Schedule I (<i>Format of bid security</i>), and having a validity period of not less than 240 days from the Bid Due Date, inclusive of a claim period of 60 days, and may be substituted with another bank guarantee of the same value issued in accordance with this Clause, which is valid for an extended period as may be mutually agreed between the State Government and the Bidder from time to time.</p>	<p>14.1. The Bidder shall furnish as part of its Technical Bid, a security in the form of a bank guarantee payable at Bengaluru by a Scheduled Bank as listed in the Second Schedule of the Reserve Bank of India Act, 1934, excluding those listed under the headings of Gramin Banks, Urban Cooperative Banks and State Co-operative Banks, in favor of the State Government in substantially the same format as prescribed at Part C of Schedule I (<i>Format of bid security</i>), and having a validity period of not less than 510 days from the Bid Due Date, inclusive of a claim period of 60 days, and may be substituted with another bank guarantee of the same value issued in accordance with this Clause, which is valid for an extended period as may be mutually agreed between the State Government and the Bidder from time to time.</p>
10.	<p>Tender Document</p> <p>14. Bid Security</p>	<p>14.6. The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the State Government under the Tender Document and/or otherwise, under, inter alia, the following conditions:</p> <p>(a) If a Bidder submits a Technical Bid which is not conforming to this Tender Document, the Act or the rules framed thereunder or submits an initial price offer which is less than the Reserve Price;</p>	<p>14.6 The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the State Government under the Tender Document and/or otherwise, under, inter alia, the following conditions:</p> <p>(a) If a Bidder submits a Technical Bid which is not conforming to this Tender Document, the Act or the rules framed thereunder or submits an initial price offer which is less than the Reserve Price;</p>

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		<p>(b) If a Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice as specified in Clause 15 of this Tender Document;</p> <p>(c) If a Bidder withdraws its bid during the period of bid validity as specified in this Tender Document or as extended by mutual consent of the respective Bidder(s) and the State Government;</p> <p>(d) In the case of Successful Bidder, if it fails within the specified time limit to furnish the Performance Security and make payment of Upfront Payment within the period prescribed in this Tender Document; or</p> <p>(e) If the e-auction process is annulled due to non-submission of at least one Final Price Offer on the electronic e-auction platform, by the Qualified Bidder(s) who has submitted the highest Initial Price Offer i.e. the applicable Floor Price for the second round of e-auction.</p>	<p>(b) If a Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice as specified in Clause 15 of this Tender Document;</p> <p>(c) If a Bidder withdraws its bid during the period of bid validity as specified in this Tender Document or as extended by mutual consent of the respective Bidder(s) and the State Government;</p> <p>(d) <u>In the case of Preferred Bidder, if it fails within the specified time limit to comply with Clause 10.2 (a), 10.2 (b), 10.2 (c), 10.2 (d), 10.2(e) and 10.2 (f) of this Tender document within the period prescribed in Clause 11 of this Tender Document.;</u> or</p> <p>(e) If the e-auction process is annulled due to non-submission of at least one Final Price Offer on the electronic e-auction platform, by the Qualified Bidder(s) who has submitted the highest Initial Price Offer i.e. the applicable Floor Price for the second round of e-auction.</p>
11.	<p>Schedule I:Format of Technical Bid</p> <p>A. General instructions /</p>	The Technical Bid comprises of the following documents:	<p>The Technical Bid comprises of the following documents: //new insertion//</p> <p><u>e) In case of Bidder being a Company, duly certified copy of the Resolution of the Board of Directors of the Company to participate in the</u></p>

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			<u>tender process and submit a bid, as per the format specified in Part F (Format of Board Resolution) of Schedule I.</u>
12.	Schedule I:Format of Technical Bid B. Bid Letter (1) Instructions for submission of the bid letter	(d) Documents to evidence compliance with the eligibility conditions must be enclosed with the bid letter, duly certified by one of the directors of the Bidder, in case the Bidder is a company, or self-attested in case the Bidder is an individual. Such documents must include:	(d) Documents to evidence compliance with the eligibility conditions must be enclosed with the bid letter, duly certified by the <u>Authorised signatory (who should also be the holder of Power of Attorney issued through a resolution of the Board of Directors of the Company)</u> of the Bidder in case the Bidder is a company, or self-attested in case the Bidder is an individual. Such documents must include:
13.	Schedule I:Format of Technical Bid B. Bid Letter 1) Instructions for submission of the bid letter (d)	(iv) Documents to evidence the requirements of minerals for the specified end use.	<u>(iv) The Bidder has to submit a certificate issued by the statutory auditors that iron ore has been used for the production of sponge iron and/or pig iron and/or steel and/or pellets in the existing plant owned by the Bidder; Or the Bidder has to submit a separate affidavit (duly notarised) that iron ore is required for the production of sponge iron and/or pig iron and/or steel and/or pellets in the existing plant owned by the Bidder.</u>

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14. s	<p>Schedule I:Format of Technical Bid</p> <p>B. Bid Letter</p> <p>1) Instructions for submission of the bid letter</p> <p>(d)</p>		<p>//new insertion//</p> <p><u>(vii) In case the Bidder is a subsidiary of another company incorporated in India and is using the net worth of such holding company for the purpose of eligibility, then the Bidder shall submit its shareholding pattern including name of the promoter(s)/ owner (s) as on 31st March 2015 duly certified by the statutory auditors. In addition, in such case, the Bidder shall submit a board resolution by the holding company in favour of the Bidder for permission to use net worth for the purpose of eligibility.</u></p>

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15.	<p>Schedule I:Format of Technical Bid</p> <p>B. Bid Letter</p> <p>2. Format of Bid Letter</p>	7. We confirm that we have the following end use plant:	<p>7. We confirm that we have the following end use plant:</p> <p><i>//new addition of table//</i></p> <table border="1" data-bbox="1361 501 2016 944"> <thead> <tr> <th data-bbox="1361 501 1460 944"><u>Name of the End Use Plant</u></th> <th data-bbox="1460 501 1585 944"><u>Name of the Company/ Firm/ Individual owning the End Use Plant</u></th> <th data-bbox="1585 501 1711 944"><u>Address of the End Use Plant</u></th> <th data-bbox="1711 501 1872 944"><u>Type of End Use Plant (Sponge Iron/Steel/Pellets/Pig Iron)</u></th> <th data-bbox="1872 501 2016 944"><u>Date/Month of commissioning of the End Use Plant</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	<u>Name of the End Use Plant</u>	<u>Name of the Company/ Firm/ Individual owning the End Use Plant</u>	<u>Address of the End Use Plant</u>	<u>Type of End Use Plant (Sponge Iron/Steel/Pellets/Pig Iron)</u>	<u>Date/Month of commissioning of the End Use Plant</u>					
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16.	<p>Schedule I:Format of Technical Bid</p> <p>B. Bid Letter</p> <p>(2) Format of bid letter</p>	<p>10. We declare that:</p> <p>(b) We have examined and have no reservations to the Tender Document, including any addendum issued by the State Government;</p>	<p>10. We declare that:</p> <p>(b) We have examined and have no reservations to the Tender Document, including any <u>amendment/s</u> issued by the State Government <u>vide corrigendum/addendums from time to time.</u></p>										

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17.	Schedule I:Format of Technical Bid B. Bid letter (2) Format of bid letter		<i>//new insertion//</i> <u>18. We acknowledge, agree and confirm that in the event of our being declared as the Successful Bidder, we are bound to pay the sums envisaged in Clause 12.2 of the Tender Document in the event and in the manner described thereunder.</u>		
18.	B. Bid letter (2) Format of bid letter	17. We shall keep this offer valid for 180 days from the Bid Due Date specified in the Tender Document or such extended duration as may be agreed with State Government.	17. We shall keep this offer valid for 450 days from the Bid Due Date specified in the Tender Document or such extended duration as may be agreed with State Government.		
19.	Tender Document, Schedule I, C. Bid Security, (2) Format of Bid Security		<u>//Addition//</u> <u>Address for Bid Security</u> <u>To</u> <u>The Commissioner/Director,</u> <u>Department of Mines & Geology,</u> <u>Khanija Bhavan, Race Course Road,</u> <u>Bangalore-1</u> <u>Bank Account details:</u> <table border="1" data-bbox="1346 1281 2029 1380"> <tr> <td data-bbox="1346 1281 1659 1380"><u>Bank and branch</u></td> <td data-bbox="1659 1281 2029 1380"><u>State Bank of Mysore, Shivajinagar, Bangalore</u></td> </tr> </table>	<u>Bank and branch</u>	<u>State Bank of Mysore, Shivajinagar, Bangalore</u>
<u>Bank and branch</u>	<u>State Bank of Mysore, Shivajinagar, Bangalore</u>				

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			<table border="1"> <tr> <td data-bbox="1346 331 1659 363">Account Number:</td> <td data-bbox="1659 331 2036 363">64189618492</td> </tr> <tr> <td data-bbox="1346 363 1659 395">IFSC Code:</td> <td data-bbox="1659 363 2036 395">SBMY0040658</td> </tr> <tr> <td data-bbox="1346 395 1659 427">SWIFT Code:</td> <td data-bbox="1659 395 2036 427">SBMYINBB684</td> </tr> </table>	Account Number:	64189618492	IFSC Code:	SBMY0040658	SWIFT Code:	SBMYINBB684
Account Number:	64189618492								
IFSC Code:	SBMY0040658								
SWIFT Code:	SBMYINBB684								
20.	Schedule I: Format of Technical Bid C. Bid Security	(1) Instructions for submission of the Bid Security c) The Bid Security must have a validity period of not less than <u>240 days</u> from the Bid Due Date, inclusive of a claim period of 60 days.	(1) Instructions for submission of the Bid Security c) The Bid Security must have a validity period of not less than 510 days from the Bid Due Date, inclusive of a claim period of 60 days.						
21.	Schedule I: Format of Technical Bid C. Bid Security (2) Format of Bid Security	4. This Guarantee shall be irrevocable and remain in full force for a period of <u>240 days</u> from the Bid Due Date i.e. [date] inclusive of a claim period of 60 days or for such extended period as may be mutually agreed between the State Government and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.	4. This Guarantee shall be irrevocable and remain in full force for a period of 510 days from the Bid Due Date i.e. [date] inclusive of a claim period of 60 days or for such extended period as may be mutually agreed between the State Government and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.						
22.	Tender Document, Schedule I, E. Affidavit	(1) Instructions for submission of the affidavit	//New insertion// (1) Instructions for submission of the affidavit d) <u>The affidavit must be notarised.</u>						
23.	Schedule I: Format of Technical Bid		// Additional format//						

S. No.	Reference to Model Tender Document/ mine specific Tender Document	As appearing in original Model Tender Document/ mine specific Tender Document	Amended to Read as / Amendment vide insertions
			<p><u>F. Format of Board Resolution</u></p> <p><i>Format of Board Resolution is attached as Annexure A to this Corrigendum/Addendum.</i></p>
24.	<p>Schedule III: Technical details regarding online electronic auction</p> <p>3. Preparation and Submission of Bid</p> <p>b. Conduct of e-auction</p>	<p>E-auction is the process of inviting binding Final Price Offer(s) from Qualified Bidders through internet for the purpose of determination of the Preferred Bidder. During this process, the Qualified Bidder will be able to submit its Final Price Offer as many times as it wishes against the same mineral block. The Qualified Bidder will remain anonymous to other Qualified Bidders participating in the electronic auction process as well as to MSTC / State Government. The Qualified Bidder will be able to see the prevailing highest Final Price Offer against the mineral block, but the name of the highest Qualified Bidder at any point of time will not be displayed. The Qualified Bidder shall have to put its Final Price Offer over and above the displayed highest bid by <u>a minimum increment of 0.1%</u> to become the highest Qualified -Bidder. The electronic auction process will have a scheduled start and close time which will be displayed on screen. A Qualified Bidder will be able to put its Final Price Offer after the start of bid time and till the close time of electronic auction. The current server time (IST) will also be displayed on the screen. In the event a Final Price Offer is received during the last 8 (Eight) minutes before the scheduled close time of</p>	<p>E-auction is the process of inviting binding Final Price Offer(s) from Qualified Bidders through internet for the purpose of determination of the Preferred Bidder. During this process, the Qualified Bidder will be able to submit its Final Price Offer as many times as it wishes against the same mineral block. The Qualified Bidder will remain anonymous to other Qualified Bidders participating in the electronic auction process as well as to MSTC / State Government. The Qualified Bidder will be able to see the prevailing highest Final Price Offer against the mineral block, but the name of the highest Qualified Bidder at any point of time will not be displayed. The Qualified Bidder shall have to put its Final Price Offer over and above the displayed highest bid by a <u>minimum increment of multiple of 0.1% to</u> become the highest Qualified -Bidder. The electronic auction process will have a scheduled start and close time which will be displayed on screen. A Qualified Bidder will be able to put its Final Price Offer after the start of bid time and till the close time of electronic auction. The current server time (IST) will also be displayed on the screen. In the event a Final Price Offer is received during the last 8 (Eight) minutes before the scheduled close time of electronic auction, the close time of electronic auction will be automatically extended by 8 (Eight) minutes from the</p>

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		<p>electronic auction, the close time of electronic auction will be automatically extended by 8 (Eight) minutes from the last received bid time to give equal opportunity to all other Qualified Bidders. This process of auto extension will continue till no Final Price Offer is received during a period of 8 (Eight) minutes.</p>	<p>last received bid time to give equal opportunity to all other Qualified Bidders. This process of auto extension will continue till no Final Price Offer is received during a period of 8 (Eight) minutes.</p>
25.	<p>MDPA, 1. DEFINITIONS AND INTERPRETATION</p>	<p>1.1.23 “R&R Plan” shall mean the final Reclamation & Rehabilitation plan for the Lease Area prepared by the Successful Bidder in accordance with the guidelines for preparation as per the order dated 13th April 2012 of the Supreme Court in the Samaj Parivartana Samudaya and Ors. vs. State of Karnataka and Ors in W.P. (C) 562 of 2009 matter and approved by the Central Empowered Committee.</p>	<p>1.1.23 “R&R Plan” shall mean the final Reclamation & Rehabilitation plan for the Lease Area prepared by the Successful Bidder, <u>as a Preferred Bidder,</u> in accordance with the guidelines for preparation as per the order dated 13th April 2012 of the Supreme Court in the Samaj Parivartana Samudaya and Ors. vs. State of Karnataka and Ors in W.P. (C) 562 of 2009 matter and approved by the Central Empowered Committee.</p>
26.	<p>MDPA, 4. PERFORMANCE SECURITY AND APPROPRIATION</p>	<p>4.1.5 The Performance Security should remain valid until the expiry of the period for which Mining Lease (including renewed Mining Lease) has been granted or will be granted.</p>	<p>4.1.5 The Performance Security should remain valid until the expiry of the period for which Mining Lease (including renewed Mining Lease) has been granted or will be granted. <u>The Performance Security shall be initially valid for a period of 5 (five) years and shall be successively renewed for a period of 5 (five) years thereafter, until the expiry of the period for which Mining Lease has been granted.</u></p>

S. No.	Reference to Model Tender Document/ mine specific Tender Document	As appearing in original Model Tender Document/ mine specific Tender Document	Amended to Read as / Amendment vide insertions
27.	MDPA, 7.0 Payments, 7.1. Payment of bid amount	7.1.2 The Successful Bidder shall make annual payments on the basis of the Final Price Offer for the value of the shortfall quantity (the “ Annual Payment ”). In the event that the actual annual despatch is lower than the Minimum Annual Despatch Requirement in a financial year, the value of the resultant shortfall quantity shall be calculated considering the following:	7.1.2 The Successful Bidder shall make annual payments on the basis of the Final Price Offer for the value of the shortfall quantity (the “ Annual Payment ”). In the event that the actual annual despatch is lower than the Minimum Annual Despatch Requirement in a financial year (<u>financial year means from 1st April to 31st March</u>), the value of the resultant shortfall quantity shall be calculated considering the following:
28.	MDPA, 7.0 Payments, 7.1. Payment of bid amount	7.1.3 The Upfront Payment paid by the Successful Bidder shall be adjusted in full against the amount payable in accordance with the per cent of Value of Mineral Despatched quoted as the Final Price Offer within the first five years of commencement of production of mineral(s).	7.1.3 The Upfront Payment paid by the Successful Bidder shall be adjusted in full against the amount payable in accordance with the per cent of Value of Mineral Despatched quoted as the Final Price Offer within the first five years of commencement of production of mineral(s). <u>This adjustment of Upfront Payment shall be done each year in proportion of production stated in Mining Plan for that year to the aggregate of the production stated in the Mining Plan for first five years. Any unadjusted portion of the Upfront Payment remaining at the end of fourth year shall be adjusted in full in the fifth year.</u>
29.	MDPA, 7.0 Payments 7.1. Payment of bid amount	7.1.4 The Monthly Payment is required to be made within 20 calendar days of expiry of each month with respect to <u>Mineral extracted</u> from the Lease Area in such calendar month. The Annual Payment, as may be applicable, is required to be	7.1.4 The Monthly Payment is required to be made within 20 calendar days of expiry of each month with respect to <u>Mineral despatched</u> from the Lease Area in such calendar month. The Annual Payment, as may be applicable, is required to be made within 20 calendar days of expiry of each financial year.

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		made within 20 calendar days of expiry of each financial year.	
30.	MDPA, 10. MINING PLAN, R&R PLAN AND COMPLIANCE WITH APPLICABLE LAW	The Successful Bidder also acknowledges and agrees the following: a. prepare the Reclamation & Rehabilitation plan for the Lease Area in accordance with the guidelines for preparation as per the order dated 13th April 2012 of the Supreme Court in the Samaj Parivartana Samudaya and Ors. vs. State of Karnataka and Ors in W.P. (C) 562 of 2009 matter and get the same approved by the Central Empowered Committee.	The Successful Bidder also acknowledges and agrees the following: a. had prepared the Reclamation & Rehabilitation plan for the Lease Area in accordance with the guidelines for preparation as per the order dated 13th April 2012 of the Supreme Court in the Samaj Parivartana Samudaya and Ors. vs. State of Karnataka and Ors in W.P. (C) 562 of 2009 matter and got the same approved by the Central Empowered Committee.
31.	MDPA, 17 EVENT OF FORCE MAJEURE 17.1	It is expressly clarified that an Event of Force Majeure affecting End Use Plant shall not constitute an Event of Force Majeure hereunder.	This sentence has been deleted. It is expressly clarified that an Event of Force Majeure affecting End Use Plant shall not constitute an Event of Force Majeure hereunder. //Deleted//
32.	MDPA, SCHEDULE D PARTICULARS OF THE END USE PLANT		<i>// new insertion//</i> <u>The Successful Bidder shall seek prior approval of the State Government of Karnataka by providing relevant details in case use of iron ore is changed from the plant mentioned above to any other plant directly owned by the Successful Bidder for Specified End Uses only.</u>
33.	MDPA,		

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	<p>SCHEDULE E – PRODUCTION AND DESPATCH REQUIREMENT</p>	<p>The Performance Security will not be invoked if the actual production in a year is <u>at least 75%</u> of the Production Requirement, as mentioned in the table above.</p> <p>If the actual production in a year is <u>lower than 75% but greater than 50% of the Production Requirement</u>, as mentioned in the table above, 25% of the Performance Security shall be invoked provided that such appropriation of 25% of the Performance Security shall come into effect after 36 months of the date of issuance of letter of intent by the State Government.</p>	<p>The Performance Security will not be invoked if the actual production in a financial year is at least 50% of the Production Requirement, as mentioned in the table above. If the actual production in a financial year is lower than 50%, 25% of the Performance Security shall be invoked in addition to the Annual Payments that the Successful Bidder is liable to pay for the Minimum Annual Dispatch Requirement. provided that such appropriation of 25% of the Performance Security shall come into effect after 36 months of the date of issuance of letter of intent by the State Government.</p> <p><u>It is expressly clarified that invoking of Performance Security, as described above, shall come into effect only after MDPA has been executed.</u></p>

Annexure A

F. Format of Board Resolution

[TO BE PRINTED ON THE LETTERHEAD OF THE BIDDER COMPANY]

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS AT ITS MEETING HELD ON.....[INSERT DATE OF THE BOARD MEETING]

- I. **“RESOLVED THAT** after due and careful consideration of the proposal along with all the relevant Tender documents and the Mine Development and Production Agreements issued by the Department of Mines and Geology, Government of Karnataka pursuant to the Notice Inviting Tender on 22nd December, 2015 and the various Corrigendum / Addendum and clarifications issued by the Commissioner / Director, Department of Mines and Geology and other relevant documents, approval of the Board of Directors be and is hereby accorded for (insert name of the Company) hereinafter called the **“Company”** to participate in the bid process in respect of the [INSERT NAME OF THE MINE HERE] Mine, and for this purpose, authority is hereby granted to various actions in this regard including, but not limited to, submitting bids and participating in auctions in accordance with the Tender Document issued pursuant to the Notice Inviting Tender issued by the Commissioner/Director, Department of Mines & Geology, Government of Karnataka on 22nd December, 2015 and all such Corrigendum/Addendum issued/to be issued, from time to time, by the Commissioner/Director, Department of Mines & Geology, Government of Karnataka, and also resolved further that authority is hereby accorded to the Company to take all steps in relation to the bidding and on being the Preferred Bidder to take all actions leading to execution of the Mine Development and Production Agreement and the Mining Lease Deed.

- II. **RESOLVED FURTHER THAT** approval of the Board of Directors be and is hereby granted for issuance of the Power of Attorney on behalf of the Company in favour of Mr. [INSERT THE NAME OF THE PROPOSED AUTHORISED SIGNATORY], [INSERT DESIGNATION OF THE SAID AUTHORISED SIGNATORY], who is in full time employment of the Company as the constituted true and lawful attorney (**“Attorney”**) of the (insert name of the Company) hereinafter referred as **“Company”** to do in the name of the Company, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of Company’s bid for the (Name of Block) mineral block (**“Mineral Block”**) in response to the Tender Document issued pursuant to the Notice Inviting Tender dated 22.12.2015 issued by the Department of Mines and Geology, State Government of Karnataka (**“State Government”**) including but not limited to signing and submission of all applications, affidavits, bids and other documents and writings, participate in Bidders’ and other conference and providing information / responses to the State Government, representing the

Company in all matters before the State Government, and generally dealing with the State Government in all matters in connection with or relating to or arising out of the Company's bid for the Mineral Block and / or upon award thereof to the Company and/or till the entering into Mine Development and Production Agreement with the State Government and grant of mining lease. AND, the Board of Director hereby agrees to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by this Attorney pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by the Company's said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by the Board of Directors of the Company or any other competent authority of the Company authorised so to do.

FURTHER RESOLVED THAT common seal of the Company be affixed on the aforementioned Power of Attorney in the presence of Director(s) in terms of the Articles of Association of the Company who shall sign the said document.”

CERTIFIED TRUE COPY

For Limited

[INSERT NAME OF THE CHAIRMAN OR DIRECTOR]

Chairman/Director