

Corrigendum/ Addendum No. 6, Date: 18 June 2019

Corrigendum/Addendum No. 6 issued on 18th June 2019 by the Director, 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 04 iron ore mines pursuant to the Notice Inviting Tender issued by the Director, Department of Mines and Geology, Government of Karnataka on 08th March 2019

The amendments issued vide this Corrigendum/Addendum No. 6 shall be applicable to the Model Tender Document (including the MDPA) and all the Mine Specific Tender Documents (including their MDPAs) pursuant to the Notice Inviting Tender issued by the Director, Department of Mines and Geology, Government of Karnataka on 08th March 2019.

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. Definitions	2.18 “Prior Lessee” means the company/ individual/ firm in whose name the mining lease of the [name of mine] was registered earlier before the auction of the Mine and the mentioned mining lease is expiring on 31 st March 2020.	2.18 “Prior Lessee” means the company/ individual/ firm in whose name the mining lease of the [name of mine] has been was registered/ executed earlier before the auction of the Mine and the mentioned mining lease is expiring on 31 st March 2020.
2.	Tender Document 2.Definitions	2.19. “Qualified Bidders” shall have the meaning ascribed thereto in Clause 8.1 (A) (c).	2.19. “Qualified Bidders” shall have the meaning ascribed thereto in <u>Clause 8.1 (A) (e).</u>
3.	Tender Document 2.Definitions	2.20 “R&R Plan” shall mean the Reclamation & Rehabilitation plan for the Mine prepared by the Prior Lessee in accordance with the guidelines for preparation as per the order dated 13 th April 2012 of the Supreme Court in the	2.20 “R&R Plan” shall mean the Reclamation & Rehabilitation plan for the Mine prepared by the Prior Lessee <u>Indian Council of Forestry Research and Education (ICFRE)</u> in accordance with the

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		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.	guidelines for preparation as per the order dated 13 th 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.
4.	Tender Document 4.The Mineral Blocks	(ii) Estimated mineral resources of iron ore found in the identified Mineral Block determined pursuant to the Minerals (Evidence of Mineral Contents) Rules, 2015;	(ii) Estimated mineral resources of iron ore found in the identified Mineral Block determined pursuant to the Minerals (Evidence of Mineral Contents) Rules, 2015 <u>and Mineral Conservation and Development (Amendment) Rules, 2018;</u>
5.	Tender Document 8.Tender Process	8.1 A First round of e-auction a) In the first round, the Bidders shall be required to submit on or prior to 17:00 hrs. IST on 22nd May, 2019 (“Bid Due Date”):	8.1 A First round of e-auction a) In the first round, the Bidders shall be required to submit on or prior to 17:00 hrs. IST on <u>5th July 2019</u> 22nd May, 2019 (“Bid Due Date”):
6.	Tender Document 8.Tender Process	8.1 B. Second round of e-auction (b) The e-auction process shall be annulled if none of the Qualified Bidders submits a Final Price Offer on the online electronic auction platform. In case the e-auction process is annulled due to non-submission of at least one Final Price Offer on the electronic auction platform, the Bid Security of	8.1 B. Second round of e-auction (b) The e-auction process shall be annulled if none of the Qualified Bidders submits a Final Price Offer on the online electronic auction platform. In case the e-auction process is annulled due to non-submission of at least one Final Price Offer on the electronic auction platform, the Bid Security of the Qualified Bidder(s) who has submitted the highest Initial Price Offer i.e. the applicable Floor Price for

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		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, shall be forfeited in accordance with Clause 15.6.	the second round of e-auction, shall be forfeited in accordance with Clause 15.7.
7.	Tender Document 10. Declaration of Successful Bidder and grant of mining lease	10.4.1 Joint survey A joint survey of the Mine shall be undertaken immediately upon expiry of the lease held by the Prior Lessee. The survey shall be undertaken by a team comprising of the representatives of Department of Mines & Geology (DMG), Government of Karnataka; Prior Lessee; Preferred Bidder/ Successful Bidder (as the case may be), representatives of revenue/ forest department of the Government and any concerned party as may be decided by the State Government. The joint survey team shall assess the present surface levels of the Mine, the present scenario of the mine, and finalize the same before handing over to the Successful Bidder for operations. In addition, the joint survey team shall also review and cover the ore mineral and the Mine Infrastructure available in the Mine in the survey report to be submitted to the Department of Mines & Geology (DMG), Government of Karnataka.	<u>10.4.1 Joint survey</u> A joint survey of the Mine shall be undertaken immediately upon expiry of the lease held by the Prior Lessee. The survey shall be undertaken by a team comprising of the representatives of Department of Mines & Geology (DMG), Government of Karnataka; Prior Lessee; Preferred Bidder/ Successful Bidder (as the case may be), representatives of revenue/ forest department of the Government and any concerned party as may be decided by the State Government. The joint survey team shall assess the present surface levels of the Mine, the present scenario of the mine, and finalize the same before handing over to the Preferred Bidder/ Successful Bidder for operations. In addition, the joint survey team shall also review and cover the ore mineral extracted by the Prior Lessee and the Mine Infrastructure available in the Mine Lease Area in the survey report to be submitted to the Department of Mines & Geology (DMG), Government of Karnataka.

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8.	Tender Document 15. Bid Security	15.7 d) In the case of Successful Bidder, if it fails within the specified time limit to furnish the Performance Security or extend the Bid Security or make payment of Upfront Payment within the period prescribed in this Tender Document; or	15.7 (d) In the case of <u>Preferred Bidder/</u> Successful Bidder, if it fails within the specified time limit to furnish the Performance Security or extend the Bid Security or make payment of Upfront Payment within the period prescribed in this Tender Document; or
9.	Schedule I: Format of Technical Bid A. General instructions: f)	iii) Shareholding pattern including name of the promoter(s)/ owner(s) as on 31st March, 2018, certified by the statutory auditor.	iii) Shareholding pattern including name of the promoter(s)/ owner(s) as on 31st March, 2018, certified by the statutory auditor/ <u>Company Secretary.</u>
10.	MDPA 1. DEFINITIONS AND INTERPRETATION	1.1.24 “R&R Plan” shall mean the Reclamation & Rehabilitation plan for the Mine prepared by the Prior Lessee in accordance with the guidelines for preparation as per the order dated 13 th 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.	1.1.24 “R&R Plan” shall mean the Reclamation & Rehabilitation plan for the Mine prepared by the Prior Lessee <u>Indian Council of Forestry Research and Education (ICFRE)</u> in accordance with the guidelines for preparation as per the order dated 13 th 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.

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11.	MDPA 4. PERFORMANCE SECURITY AND APPROPRIATION	4.1.6 A Mining Lease will be granted to the Successful Bidder for 50 years. At any point of time during the said period, the Performance Security should remain valid. If according to the approved Mining Plan/scheme, the quantity gets exhausted prior to the expiry of the Mining Lease, the Successful Bidder should notify the Government of Karnataka accordingly. After examining the Successful Bidder's submission in this regard, if the Government of Karnataka is satisfied, may foreclose the validity of Mining Lease and return the Performance Security available with the Government of Karnataka.	4.1.6 A Mining Lease will be granted to the Successful Bidder for 50 years. At any point of time during the said period, the Performance Security should remain valid. If according to the approved Mining Plan/scheme, the quantity gets exhausted prior to the expiry of the Mining Lease, the Successful Bidder should notify the Government of Karnataka accordingly. After examining the Successful Bidder's submission in this regard, if the Government of Karnataka is satisfied, may foreclose the validity of Mining Lease and return the Performance Security available with the Government of Karnataka. This clause stands deleted.
12.	MDPA 7. PAYMENTS	7.1.3. The Monthly Payment is required to be made within 20 calendar days of expiry of each month with respect to Mineral despatched from the Lease Area in such calendar month. The reconciliation amount, as per clause 7.1.2, shall adjustment or payable, as may be applicable, is required to be made within 20 calendar days of expiry of each financial year.	7.1.3. The Monthly Payment is required to be made within 20 calendar days of expiry of each month with respect to Mineral despatched from the Lease Area in such calendar month. The reconciliation amount, as per clause 7.1.2, shall be adjusted adjustment or payable, as may be applicable, is required to be made within 20 calendar days of expiry of each financial year.
13.	MDPA 7. PAYMENTS	New Insertion 7.3 Upfront Payment	<u>New Insertion after clause 7.2</u> <u>7.3 Upfront Payment</u> <u>The Upfront Payment paid by the Successful Bidder</u>

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			<u>shall be adjusted in full at the earliest against the amount payable in accordance with the per cent of Value of Mineral Despatched quoted as the Final Price Offer.</u>
14.	<p>MDPA</p> <p>10. MINING PLAN AND COMPLIANCE WITH APPLICABLE LAW</p>	<p>The Mining Plan applicable pursuant to clause (b) of sub-section (2) of Section 5 of the Act shall be complied with by the Successful Bidder at all times. The Successful Bidder shall also comply with Applicable Law in relation to conduct of mining operations. The Successful Bidder also acknowledges and agrees the following:</p> <p>a. To implement the R&R Plan</p> <p>b. It shall conform to the terms of the R&R Plan including specifically the permissible annual production as provided therein.</p> <p>c. It shall be responsible for the costs associated with complying with the requirements of the R&R Plan.</p> <p>d. it shall not undertake excavation/mining operation which would intercept natural water streams leading to the Narihalla reservoir. It shall conform to all the conditions specified in Schedule G to this Agreement, and in respect of protection to dam and reservoir, submit a detailed action plan to the Water Resource Department, Government of</p>	<p>a. To implement the R&R Plan. <u>The Successful Bidder shall complete all the remaining tasks including any scheduled tasks till 31 March 2020 that remain incomplete as on 31 March 2020, and remaining tasks thereafter.</u></p> <p>c. It shall be responsible for the costs associated with complying with the requirements of the R&R Plan <u>including the costs for any scheduled tasks till 31 March 2020 that remain incomplete as on 31 March 2020, and remaining tasks thereafter..</u></p>

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		Karnataka for their technical approval and undertake such approved works for protection of dam and reservoir.	