

REPLY TO PRE BID QUERIES

OF







Sakariya Ka Khera Block, Tehsil & District Bhilwara

Tender No.: MSTC/JPR/Directorate of Mines and Geology Rajasthan, Udaipur/186/Udaipur/24-25/21576 [452104]

Sl. No.	Bidders Queries	Reply
1	<p>TENDER</p> <p>9. Reserve Price, i. mineral despatched in a month Is mineral dispatched in a month depends on Resources mentioned in Annexure 1 page no. 1 of PART-IV-A GEOLOGICAL REPORT ON COMPOSITE LICENSE. Mineral dispatched in a month depends on the alluvial placer resources identified after initial technical due diligence by bidder. Quantity of Alluvial placer deposit resources as per G2 level needs to be considered to arrive estimate value of mineral resources. Total estimated quantity of mineral resources = 12.53 million tonnes (alluvial placer + Rock hosted Garnet) as per G4 studies. Majority of the total estimated resource quantity is estimated to be Rock hosted Garnet which is generally not feasible to mine.</p>	<p>Mining lease (ML 02/1993) which is adjacent to the proposed CL block is producing rock hosted garnet.</p>
2	<p>TENDER (Annexure 2)</p> <p>ML 02/1993 page 30 &amp; 31 of 55 are missing in tender document. (ref page 234 of Tender Document) Kindly provide the missing pages in Annexure 2 Page number 30 and 31 of Annexure-2 is missing.</p>	<p>These pages are of mine plan, one may obtain the same from IBM.</p>
3	<p>TENDER (Annexure 1)</p> <p>Page no. 6 of PART-IV-A GEOLOGICAL REPORT ON COMPOSITE LICENSE: Recovery factor of the mineral Garnet from ROM is 20% as per approved PL09/2012 report chapter no 15.5. Basis of this recovery factor need to be clarified. As there are two recovery factors mentioned in Annexure-1.</p>	<p>Recovery factor is as per PL report and approve mine plan.</p>



4	<p>TENDER</p> <p>5(b)The Bidder must meet the terms and conditions regarding eligibility as stipulated in Schedule I of the Auction Rules for e-auction of Concession Area for grant of composite license whether consortium is allowed to participate in the tender.</p> <p>The Bidder may be a proprietorship or Registered Partnership Firm or a body corporate incorporated and registered under the Companies Act, 1956/2013.Consortium of maximum two members shall be permitted.</p> <p>Participation of consortium would consolidate technical and financial capability ; it will help in wide participation and hence the bidding can be more competitive.</p>	Please refer to Section 5 of the MMDR, Act.
5	<p>TENDER</p> <p>10.4(b)(i) fails to complete prospecting operations in accordance with sub-section (9) of section 11 of the Act or fails to establish the existence of mineral contents in accordance with the Minerals (Evidence of Mineral Contents) Rules, 2015, the holder shall not be eligible to receive a mining lease and the Composite Licence shall be terminated</p> <p>In case if the study reveals that mining of minerals is not feasible whether Bid security will be returned.</p> <p>Bid security shall be returned if the bidder provides a report that mining of mineral is technically not feasible and financial not viable to the satisfaction of the State Government.</p> <p>Presence of Alluvial Garnet deposit and rock hosted garnet deposit.</p>	Please refer to Rule 19 (4) of Mineral Auction Rule.
6	<p>Tender Document</p> <p>3.1(iii)</p> <p>As Garnet is notified in part B of the first schedule, So prospecting will be governed under the Atomic Mineral concession rule 2016 ?</p> <p>As prospecting/mining rules are different for minerals in part B of the first schedules.</p>	Garnet defined in Part B is associated with Beach Sand Mineral (BSM). Please refer to Notification dated 08-10-2023 annexed with tender document.

7	<p>Tender Document</p> <p>If any atomic minerals above the threshold values are found at time of prospecting, and the rights will be transferred to govt then, will the successful bidder get the performance guarantee back along with the cost of exploration done till that time.</p> <p>If any atomic minerals above the threshold values are found at time of prospecting, and the rights will be transferred to govt then, will the successful bidder get the performance guarantee back along with the cost of exploration done till that time.</p> <p>As any atomic minerals prospecting and mining rights are vested with central govt. And as threshold values are 0.00% as per the schedule A of the Atomic Minerals concession Rules 2016 which includes Garnet.</p>	Please refer to Rule 7 of AMCR, 2016
8	<p>Geological Report 1(i)</p> <p>1. Regarding calculation of minerals resource, base is taken from PL 09/2012 where the exploration was done for 3.3 m from the surface for 5.1 hectare of area,</p> <p>2. Other inference is taken from ML 02/1993 which is 5 kms south from the notified area, and 22 m depth from the surface is considered for reserve calculation. So this calculation is overlapping for 3.3 M for reserve calculation.</p> <p>As 3.3 m depth is already considered for reserve calculation from the PL 09/2012 data so in arriving the calculation for total reserve should be corrected as bidder have to bear the burden for additional bank guarantee for the overlapping of the reserve.</p>	While calculating the resources of rock hosted garnet, the top soil had been excluded.
9	<p>Tender Document 17.5</p> <p>Charagha Land is 48.10 hectares, as per the clause mining is to be permitted as per the government rules, in case where the approval is not provided by the village</p>	Exploration in the block shall be carried out as per MEMC Rules, 2015.



	<p>council or Gram sabha to do mining in the said area , can the successful bidder can surrender this part of land while exploration or while applying for mining lease agreement OR BOTH.</p> <p>As operating in Charagha land there are several rulings from Honorable Supreme court as well. And in past it is seen that it is very difficult and time consuming to relocate the desired land to the same village and to get consensus among the villagers.</p>	
10	<p>Pg No - 142/300 Mineralogical analysis done by IBM; Ajmer has only provided Garnet content. Requesting to provide detail mineralogical analysis (What are the other minerals and its content)</p>	The CL holder may analyse the data as deemed fit. All the data available have been provided with the tender document.
11	<p>Pg No - 103/300 Total estimated quantity of resources of garnet is 12.53 Mn. tons which basis of pure assumptions by doing drilling upto 3 mt. whereas actual depth is 22 mt. After detail exploration if deposit not containing said amount of garnet, what would be the implications??</p>	The block is proposed for grant of composite licence. The CL holder will carry out exploration and submit periodic reports to the State Government and IBM. Thereafter the mining lease will be granted on the resources proved by the bidder.
12	<p>General What is the liberation size of Garnet</p>	2 mm and above.
13	<p>General Any test work data available, Please share</p>	All the data available have been provided with the tender document.
14	<p>General What is the Bond work Index for Rod mill</p>	Beyond the scope of tender document.
15	<p>Pg No - 106/300 Part IVA- Point No-6 Accessibility and Pg No119/300, Point No-7 Hydrography 1. Source of water along with water quality report. 2. Reliability of source (if any lean period) storage shall be considered. 3. A hydrogeology report for the mine shall be provided.</p>	Beyond the scope of tender document.

16	<p>General Topography report Please provide CAD file of Topography report for the mine lease area</p>	<p>All the data available have been provided with the tender document.</p>
17	<p>General Geotechnical report Please provide a copy of Geotechnical report for the mine lease area</p>	<p>All the data available have been provided with the tender document.</p>
18	<p>Draft MDPA 3.1 - Grant of Mining Lease over the Lease Area shall be conditional upon prior payment of the third instalment of the Upfront Payment which is INR [amount in figures] (Indian Rupees [amount in words]) within a period of [30] days from the Agreement Date. Provided that no Mining Lease Deed shall be executed on expiry of a period of three years from the date of the letter of intent, and the letter of intent shall be invalidated leading to annulment of the entire process of auction with forfeiture of equivalent amount of bid security from available performance security If the delay incurs due to approval, permits or clearances from the Govt. Authority the Mining Lease can be extended to the no. of days delayed from the authority up to maximum of 2 years. 3.1 - Grant of Mining Lease over the Lease Area shall be conditional upon prior payment of the third instalment of the Upfront Payment which is INR [amount in figures] (Indian Rupees [amount in words]) within a period of [30] days from the Agreement Date. Provided that no Mining Lease Deed shall be executed on expiry of a period of three years from the date of the letter of intent, and the letter of intent shall be invalidated leading to annulment of the entire process of auction with forfeiture of equivalent amount of bid security from available performance security. Provided further that the State Government may allow a further period of two years for execution of the Mining Lease Deed if the reasons for delay were beyond the control of the preferred bidder.</p>	<p>Please refer to second proviso to sub-rule 6 of Rule 10 of Mineral Auction Rules.</p>

Further, in case of non-execution of Mining Lease during above period and thereby invalidation of letter of intent, due to reasons not attributable to Preferred Bidder, then bid security from available performance security will not be forfeited and Performance Security will be returned to Preferred Bidder and any instalment of Upfront Payment paid shall be returned to the Successful Bidder.

Any penal action should not be imposed on account of any delay in execution of Mining Lease due to reasons not attributable to Preferred Bidder. Accordingly, modifications are requested.

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Draft MDPA  
Table 4.3.1 –

Sl. No.	Appropriation Event	Amount of Performance Security to be appropriated
2	Failure of the Successful Bidder to comply with the Minimum Production and Despatch Requirement as required under Clause 8	An amount equal to shortfall in Minimum Production as per Schedule E x highest IBM price of that particular year x Final Price offer.

2) If the Minimum Production and Despatch Requirement is not achieved due to reasons not attributable to Successful Bidder then appropriation event shall not apply. Please confirm.

Sl. No.	Appropriation Event	Amount of Performance Security to be appropriated
2	Failure of the Successful Bidder to comply with the Minimum Production and	An amount equal to shortfall in Minimum Production as per Schedule E x highest IBM price of that

Please refer to Format of MDPA annexed with the tender document.

27/11/11



	Despatch Requirement as required under Clause 8 due to reasons attributable to Successful Bidder	particular year x Final Price offer.	
	2) If the Minimum Production and Despatch Requirement is not achieved due to reasons not attributable to Successful Bidder then appropriation event shall not apply. Please confirm. Modification in clause proposed accordingly		
20	<p>Draft MDPA</p> <p>7.1.1 - The Successful Bidder shall make monthly payments on the basis of the Final Price Offer (the "Monthly Payment"). The Monthly Payment shall be computed on the basis of the Value of Mineral Despatched or the value of the minimum production requirement as specified in Clause 8, whichever is higher.</p> <p>Minimum production requirement has been furnished in Schedule E which is on annual basis. This minimum production requirement on annual basis cannot be used to determine monthly payments to State Government. Accordingly, we understand that reconciliation of actual production with respect to minimum production requirement will be on annual basis and Successful Bidder will pay any shortfall into the amount with respect to minimum annual production on annual basis. Kindly confirm. Accordingly, Monthly Payment shall be on the basis of Value of Mineral Despatched during the month. Kindly confirm.</p>		Tender Document condition shall prevail.
21	<p>Draft MDPA</p> <p>8.3 - Any non-compliance with the Minimum Production and Despatch Requirement would result in appropriation</p>		Tender Document condition shall prevail.

	<p>of the Performance Security in the manner stipulated in Clause 4 (PERFORMANCE SECURITY) and in case where such noncompliance exceeds for more than 7 (seven) instances, such non-compliance shall give the State Government a right to determine the Mining Lease without prejudice to any other proceeding to be taken against the mining lease holder.</p> <p>8.3 - Any non-compliance with the Minimum Production and Despatch Requirement would result in appropriation of the Performance Security in the manner stipulated in Clause 4 (PERFORMANCE SECURITY AND APPROPRIATION) and in case where such noncompliance exceeds for more than 7 (seven) instances due to reasons attributable to the Successful Bidders, such non-compliance shall give the State Government a right to determine the Mining Lease without prejudice to any other proceeding to be taken against the mining lease holder.</p> <p>It is a fair preposition to impose penal action only in the event of non-compliance by Successful Bidder. If the event of non-compliance is not attributable to Successful Bidder, then no penal action should be imposed.</p>	
22	<p>Governing Law and Dispute Resolution</p> <p>There is no provision of clause for resolution of Dispute between the Parties.</p> <p>A. This Agreement and all questions of its interpretation shall be construed in accordance with the laws of India, without regard to its principles of conflicts of laws. B. Any dispute, controversy or claim arising out of or relating to or in connection with the Agreement including a dispute as to the validity or existence of this Agreement, or any breach or alleged breach thereof, shall be settled through mutual discussions between the Parties. In this regard, the Successful Bidder shall nominate an officer not below the rank of a director to participate in the discussions on its behalf. C. In the event that the Successful Bidder fails to nominate an officer in the manner required above; or the Parties are</p>	Act, Rule and tender document condition shall prevail.

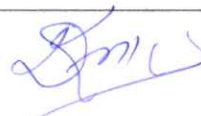


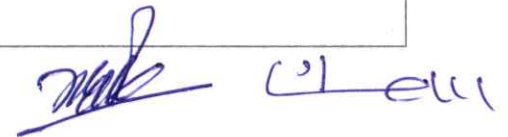
unable to resolve any dispute in accordance with the above clause within a period of [30] Business Days starting from the date on which the first notice of dispute was provided by either Party, such dispute shall be resolved in accordance with the Arbitration and Conciliation Act of India. D. In the event that the Successful Bidder fails to nominate an officer in the manner required under Clause B; or the Parties are unable to resolve any dispute in accordance with Clause B within period of [30] Business Days starting from the date on which the first notice of dispute was provided by either Party, such dispute shall be referred to arbitration by in accordance with Clause E. Such arbitration shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Delhi, and the language of arbitration proceedings shall be English. E. There shall be 3 (three) arbitrators, of whom each Party shall select 1 (one), and the third arbitrator shall be appointed by the 2 (two) arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Arbitration Rules. The arbitrators' award (the "Award") shall be final and binding on the Parties as from the date it is made, and the Parties agree and undertake to carry out such Award without delay. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. F. The Parties agree that an Award may be enforced against them and their assets wherever situated. G. [In the event that the Successful Bidder fails to nominate an officer in the manner required under Clause B; or the Parties are unable to resolve any dispute in accordance with Clause B within period of [30] Business Days starting from the date on which the first notice of dispute was provided by either Party, such dispute shall be taken by either Party for resolution. H. It is expressly agreed between the Parties, that any existence of a

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	<p>dispute shall not affect in any manner any of the rights of the Nominated Authority under this Agreement, including without limitation the right to appropriate Performance Security or terminate this Agreement, until a final determination in this regard is made.</p> <p>Provisions for resolution of Dispute between the Parties should be inserted in the Agreement.</p>	
23	<p>Draft MDPA</p> <p>18.2- Term - This Agreement shall commence on the dates mentioned in Clause 18.1 and shall continue for the period of validity of the Mining Lease granted to the Successful Bidder ("Term").</p> <p>18.2- Term - This Agreement shall commence on the dates mentioned in Clause 18.1 and shall continue for the period of validity of the Mining Lease granted to the Successful Bidder or Termination of this Agreement based on mutual agreement of the parties. ("Term").</p> <p>In case mining lease is not granted by the State Government, then parties should have recourse to terminate the Agreement based on mutual discussion.</p>	Please refer to Rule 10 of Mineral Auction Rules, 2015
24	<p>Termination of the Agreement</p> <p>No clause in the Tender document regarding Termination of the Agreement.</p> <p>Appropriate clause pertaining to Termination of the Agreement should be inserted in the MDPA.</p>	Tender Document condition shall prevail.
25	<p>Delay / denial for grant of Mining Lease or any other Governmental approval within the purview of State Government.</p> <p>There are no remedies available in the Agreement in case the State Government fails to grant Mining Lease or any other governmental approval under the purview of State due to reasons not attributable to Successful Bidder. Since the Successful Bidder would have already made substantial investment in terms of exploration, submission of Performance Securities, Upfront Payments etc. prior to the triggering of the event of Mining Lease,</p>	Please refer to Rule 10 of Mineral Auction Rules, 2015



	<p>any delay / refusal by the State Government to issue Mining Lease at later date would cause substantial loss to the Successful Bidder due to no fault of it. In such case,</p> <p>1) The State Government is requested to confirm the grant of Mining Lease and any other Government approval under the purview of State within time bound manner and</p> <p>2) In the event of delay / denial by the State Government for grant of Mining Lease or any other Government approval due to reasons not attributable to Successful Bidder, the Successful Bidder should be entitled to compensation of additional costs / losses incurred by it. Please confirm.</p>	
26	<p>Tender document</p> <p>13.1 of Tender document It is clarified that the Upfront Payment shall be calculated based on the Value of Estimated Resources computed on the basis of the findings pursuant to the prospecting operations undertaken pursuant to the composite licence.</p> <p>It is clarified that the Upfront Payment shall be calculated based on the Value of extractable Resources computed as per the approved Mining Plan prepared on the basis of the findings pursuant to the prospecting operations undertaken pursuant to the composite licence Geological reserves are not true representation of the mine potential and Successful Bidder would be able to benefit only from the extractable reserves. As per Clause 13.1 of Tender Document, Upfront amount is adjustable against the Monthly Payments while Monthly Payments are payable for the mineral extracted. Hence, Upfront Amount should be calculated and charged only for Extractable Reserves and NOT for Value of Estimated Resources.</p>	Upfront payment will be calculated as per rules.
27	<p>Tender Document</p> <p>Clause 12 Timetable Stage – II Sr. No. 1</p> <p>Stage III Sr. No. 1 – T4 Submission of all necessary clearances /approvals from various government</p>	Please refer to second proviso to sub-rule 6 of Rule 10 of Mineral Auction Rules.



	<p>agencies/departments by Successful Bidder</p> <p>We understand State Govt. will facilitate in the Bidder in obtaining all clearances, approvals and permits required for prospecting and mining operations. Please confirm.</p> <p>Note:</p> <p>Any delay arising which are beyond the control of Successful Bidder, the successful bidder must be excused from any appropriation of performance security and penalty of any sorts.</p> <p>Since any sorts of approvals/ clearances and permits from State Authority are strictly time consuming and not in the control of Successful Bidder</p>	
28	<p>Tender Document</p> <p>Clause 12: Provided that on expiry of a period of one year from the date of the letter of intent, no Prospective License Deed of Composite License shall be executed, and the letter of intent shall be invalidated leading to annulment of the entire process of auction. Provided further that the State Government may allow a further period of six months for execution of the Prospective License Deed if the reasons for the delay were beyond the control of the preferred bidder.</p> <p>If the delay incurs due to approval, permits or clearances from the Govt. Authority the Prospecting License Deed can be extended to the no. of days delayed from the authority up to maximum of 6 months.</p> <p>Clause 12: Provided that on expiry of a period of one year from the date of the letter of intent, no Prospective License Deed of Composite License shall be executed, and the letter of intent shall be invalidated leading to annulment of the entire process of auction. Provided further that the State Government may allow a further period of six months for execution of the Prospective License Deed if the reasons for the delay were beyond the control of the preferred bidder. Further, if a delay incurred due to reasons not attributable to Preferred Bidder, then Performance Security will not be forfeited and returned to Preferred Bidder / Successful Bidder.</p>	<p>Please refer to second proviso to sub-rule 3 of Rule 18 of Mineral Auction Rules.</p>

	<p>Preferred Bidder / Successful Bidder should not be penalized in case of any delay in grant of Prospective License by State Govt. due to reasons not attributable to it.</p>	
29	<p>MDPA          Clause 4.2.2 - Provided however that in the event an Appropriation Event has occurred solely on account of an Event of Force Majeure which could not have been mitigated by the Successful Bidder through Good Industry Practice as provided in Clause 17, then the Performance Security shall not be appropriated for such specific Appropriation Event.          The clause should be amended as mentioned in the suggested text for amendment section.          4.2.2 - Provided however that in the event an Appropriation Event has occurred solely on account of an Event of Force Majeure or any event not attributable to and beyond the control of Successful Bidder which could not have been mitigated by the Successful Bidder through Good Industry Practice as provided in Clause 17, then the Performance Security shall not be appropriated for such specific Appropriation Event.          Any penal action should not be imposed on account of any delay due to reasons not attributable to and beyond control of Preferred Bidder. Accordingly, modifications are requested.</p>	<p>Tender Document condition shall prevail.</p>








**Email****Supriya Rai**

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**Clarification under Section 11 of the MMDR Act, 1957, in order to conduct the auction for mineral Garnet block 122.27 Ha composite license in Garnet block n/v Sakariya Kheda Tehsil & District Bhilwara-reg**

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**From :** Supriya Rai <supriya.ra@govcontractor.in>

Wed, May 24, 2023 12:29 PM

**Subject :** Clarification under Section 11 of the MMDR Act, 1957, in order to conduct the auction for mineral Garnet block 122.27 Ha composite license in Garnet block n/v Sakariya Kheda Tehsil & District Bhilwara-reg 2 attachments**To :** secy-mines <secy-mines@rajasthan.gov.in>, dsmines1raj@gmal.com**Cc :** DHEERAJ KUMAR <dheeraj.kumar83@gov.in>, ajay kadian <ajay.kadian@nic.in>, Consultant Mines IV <mines4-mom@gov.in>, Nitin Bharti <nitin.bharti@gov.in>

Sir,

I am directed to attach herewith a letter no M.VI-16/62/2022-Mines-VI dated 23.05.2023 on the subject cited above for your kind perusal and necessary action please.

Regards  
Supriya  
Mines-IV Section  
Ministry of Mines

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 **letterdt 23052023.pdf**

57 KB

 **Annexure.pdf**390 KB

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**IMMEDIATE**

M.VI-16/62/2022-Mines VI  
Government of India  
Ministry of Mines  
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Shastri Bhawan, New Delhi  
dated,23rd May, 2023

To

The Additional Chief Secretary  
Department of Mines and Petroleum  
Secretariat  
Jaipur

**Sub: Clarification under Section 11 of the MMDR Act, 1957, in order to conduct the auction for mineral Garnet block 122.27 Ha composite license in Garnet block n/v Sakariya Kheda Tehsil & District Bhilwara**

**Reference: Govt. of Rajasthan letter dated 01.07.2022**

Sir

I am directed to refer to the Government of Rajasthan letter under the reference on the subject cited above.

2. In this regard, it is clarified that Government of Rajasthan may notify the above block under sub-section (4) of Section 11 of the MMDR Act, 1957 to conduct e-auction for Composite License for mineral Garnet for the area of 122.27 Ha. in Garnet block n/v Sakariya Kheda Tehsil & District Bhilwara.

3. While notifying the above area for grant of Composite License, Govt. of Rajasthan is requested to prescribe the following conditions as mentioned by DAE vide their letter dated 05.04.2023 (copy enclosed):

- i. The surface/channel/pit/trench/borehole samples generated during detailed exploration from the proposed block shall invariably be analysed for uranium and thorium by the licensee/lessee and the results may be incorporated in the prospecting report.
- ii. The licensee/lessee shall permit officers of AMD, if required, to inspect/investigate the area to confirm mineralization of atomic minerals, if any.
- iii. In the case of discovery of any atomic minerals consequent to

exploration/mining, the licensee / lessee shall comply with the provisions of MMDR Act, 1957 and the rules made thereunder in the interest of Atomic Minerals, in particular to Rule 64 "Geophysical data to be supplied to GSI and DAE and Rule 65 "Special provisions relating to Atomic Minerals" of MCR, 2016.

- iv. In the case of discovery of any atomic minerals, further mineral concessions shall be subject to assessment of the threshold as per provisions of AMCR, 2016.
  - v. The compliance with the provisions of the MMDR Act, 1957, Atomic Energy Act, 1962 and the rules/guidelines framed/notified thereunder
4. This issue with the approval of Competent Authority.

Yours Faithfully

(Dheeraj Kumar)

Deputy Secretary to the Government of India

Tele No-011-23388061

Email: dheeraj.kumar83@gov.in

Signed by Dheeraj Kumar

Date: 23-05-2023 18:54:24

Reason: Approved

Government of India  
Department of Atomic Energy  
PSU Section

Anushakti Bhavan,  
C.S.M. Marg,  
Mumbai – 400 001

No. 3/10(98)/2022-PSU /4592

April 5, 2023

**OFFICE MEMORANDUM**

Subject: Reference of State Govt. of Rajasthan seeking clarification under Section 11 of the MMDR Act, 1957 in order to conduct the auction for mineral garnet block 122.27 Ha composite license in garnet block n/v Sakariya Kheda Tehsil & District Bhilwara – reg.

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The undersigned is directed to refer to Ministry of Mines O.M. No. 16/62/2022-Mines VI dated 17/02/2023 forwarding geological report furnished by the State Govt. of Rajasthan requesting comments of the Department on the above subject.

2. In this regard, on perusal of Geological report of the State Govt. of Rajasthan and the data available with AMD, generated during the course of preliminary investigations in the said area has shown that the grade of atomic minerals in the proposed auction block with the coordinates as given below, falls under the below threshold category as per AMCR, 2016.

Point	Latitude	Longitude
A	25°26' 16.41"	74°47' 49.52"
B	25°26' 16.48"	74°48' 37.21"
C	25°25' 38.27"	74°48' 21.97"
D	25°25' 38.23"	74°47' 55.152"

3. Since AMCR, 2016 is not applicable for garnet occurring in inland hard rock terrains, the State Govt. of Rajasthan may be informed to proceed with auctioning of composite license of the garnet mineral block subject to the following conditions:

- (i) The surface/channel/pit/trench/borehole samples generated during detailed exploration from the proposed block shall invariably be analysed for uranium and thorium by the licensee/lessee and the results may be incorporated in the prospecting report.
- (ii) The licensee/lessee shall permit officers of AMD, if required, to inspect/ investigate the area to confirm mineralization of atomic minerals, if any.
- (iii) In the case of discovery of any atomic minerals consequent to exploration/ mining, the licensee / lessee shall comply with the provisions of MMDR Act, 1957 and the rules made thereunder in the interest of Atomic Minerals, in particular to Rule 66 "Geophysical data to be supplied to GSI and AMD and Rule 66A "Special provisions relating to Atomic Minerals" of MCR, 1960.

[Contd.]



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(iv) In the case of discovery of any atomic minerals, further mineral concessions shall be subject to assessment of threshold as per provisions of AMCR, 2016.

4. This is issued with the approval of Competent Authority.

*Abhilash Kidave*  
*5/4/23*

(Abhilash Kidave)  
Under Secretary (PSU)  
Tel: 022 – 2202 7918  
e-mail : [usim@dae.gov.in](mailto:usim@dae.gov.in)

Mr. Mustaq Ahmad  
Director,  
Ministry of Mines  
Shastri Bhawan,  
New Delhi - 110 001.