



**HINDUSTAN COPPER LIMITED**  
(A Government of India Enterprise)

**TENDER DOCUMENT FOR DEVELOPMENT, OPERATION AND  
MAINTENANCE OF SURDA MINE, JHARKHAND, INDIA**

**No.: HCL/M&C/ICC/Surda/2019/1 Dated 10.08.2019**

**HINDUSTANCOPPER LIMITED**  
**(A Government of India Enterprise)**  
**‘Tamra Bhawan’**  
**1, Ashutosh Chowdhury Avenue**  
**KOLKATA 700019**

**NOTICE INVITING TENDER**

**Tender Notice No.: HCL/M&C/ICC/Surda/2019/1 Dated 10.08.2019**

Hindustan Copper Limited (HCL), a Public Sector Undertaking under the administrative control of the Ministry of Mines, was incorporated on 9<sup>th</sup> November 1967. It is the only vertically integrated copper producing company in India with presence in mining, beneficiation, and smelting, refining and downstream saleable products. HCL holds all the operating mining leases of copper in India.

HCL invites sealed tenders under two-bid system from reputed and experienced contractors for Development, Operation & Maintenance of Surda Mine at Indian Copper Complex, Jharkhand, India over a period of seven (7) years (excluding 4 months of initial mobilization period). The interested contractors are requested to note the following:

1. Under two-bid system, the first bid (the “Technical Qualification Bid”) of the process involves qualification of interested parties in accordance with the provisions of the pre-qualification criteria (PQC) stipulated in the tender and the second bid is the “Price Bid”. **The offers are to be submitted on line at URL ‘<https://etenders.gov.in>’ of NIC, who are our service provider for E-Procurement.** The price bid will be opened only of those bidders who qualify techno- commercially. Please refer clause no. 2.6 for detailed procedure for submission of offers.
2. Tender document can be downloaded from the HCL website (<http://www.hindstancopper.com>). Bidders must submit a tender document fee of Rs.5000/- plus GST @12% i.e. Rs.5600/- (Rupees Five Thousand Six Hundred only) through NEFT/RTGS in favour of Hindustan Copper Limited, along with their Part-I bid of the tender and mention the details in their e bid. The tenders not accompanied by the tender document fee as specified above shall be considered as non-responsive and summarily rejected.

**3. Addresses for Communication:**

- a. Interested bidders may obtain further information from:

Executive Director (Materials & Contracts)  
Hindustan Copper Limited  
'Tamra Bhawan'  
1, Ashutosh Chowdhury Avenue  
Kolkata – 700 019  
Email [dkmahajan@hindustancopper.com](mailto:dkmahajan@hindustancopper.com)  
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- b. The e bids (including the Part – II Price Bid) have to submitted in the e tendering portal on or before as per schedule mentioned in **clause 1.13**. NO hard copy document pertaining to Part – I (Techno Commercial Bid) of the tender may be submitted. Only in case Bid Security is in the form of Bank Guarantee, the original Bank Guarantee may be submitted at the above mentioned address or dropped in the tender box located on the 3<sup>rd</sup> floor of 'Tamra Bhawan', with a copy of the same uploaded in e tendering portal.

The Tenders shall be opened as per schedule mentioned in **clause 1.13**. However, in the eventuality of the day of opening of the tenders becomes a non-working day due to a force majeure event, the date of opening of the tenders will shift to the next working day at the same time.

- c. Official website for notices: All notices related to this tender including Clarifications / Amendments / Corrigendum to the tender document shall be available on HCL website <http://www.hindustancopper.com> under the heading "Tenders".

(D K Mahajan)  
Executive Director (Materials & Contracts)

## **DISCLAIMER**

The information contained in this tender document or subsequently provided to bidder(s), whether verbally or in documentary or in any other form by or on behalf of Hindustan Copper Limited ("HCL") or any of its employees or advisors, is provided to bidder(s) on the terms and conditions set out in this tender and such other terms and conditions subject to which such information is provided.

This tender is not an agreement and is neither an offer nor invitation by HCL to the prospective bidders or any other person. The purpose of this tender is to provide interested parties with the information that may be useful to them in making their financial offers pursuant to this tender (the "Bid"). This tender includes statements, which reflect various assumptions and assessments arrived at by HCL in relation to the Work (as defined in the tender). Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This tender may not be appropriate for all persons, and it is not possible for HCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this tender. The assumptions, assessments, statements and information contained in this tender may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations if any required with respect to the tender and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender and obtains independent advice from appropriate sources.

Information provided in this tender to the bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

HCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any bidder or 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 tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in the bid stage.

HCL also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the

statements contained in this tender.

HCL 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 tender. The issue of this tender does not imply that HCL is bound to select a Bidder or to appoint the selected bidder for the work and HCL reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever.

The 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 HCL or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and HCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

The bidders are prohibited from any form of collusion or arrangement by a bidder (or its advisers or consultants) in an attempt to influence the selection and award process. Giving or offering of any gift, bribe or inducement or any attempt to do any such act on behalf of the bidder towards any officer/employee of HCL or to any other person in a position to influence the decision of HCL for showing any favour in relation to this tender or any other contract, shall render the bidder liable to such penalty as applicable under applicable law and as HCL may deem proper, including but not limited to rejection of the bid and forfeiture of its bid security (as defined in the tender).

This tender shall be governed by the laws of India.

Each bidder's acceptance of delivery of this tender constitutes its agreement to, and acceptance of, the terms set forth in this disclaimer. By acceptance of this tender, each bidder agrees that this tender and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.

## CONTENTS

This tender comprises the disclaimer set-forth hereinabove, the contents as listed below in Section I, contract document in Section II.

### Section I: Tender Invitation

Sl	Clause No	Particulars	Page No
1	1	Introduction	8
2	1.2	Brief Description of Surda Mine	8-9
3	1.3	Scope of Work and Payment Methodology	10-50
4	1.4	Special Conditions of Contract	51
5	1.5	Pre-Qualification	51-54
6	1.6-1.11	Documents for Bidding	54-58
7	1.12	Brief description of Bidding Process	58-59
8	1.13	Schedule of Bidding Process	59
9	2.1-2.4	General	59-62
10	2.5-2.13	Preparation and Submission of Bid	62-67
11	2.14-2.15	Bid Security and Bid Prices	67-70
12	3	Evaluation of Bids	70
13	3.3	Selection of Bidders	70-72
14	4	Fraud and Corrupt Practices	73-74
15	5	Pre-Bid Conference	75

### APPENDICES

Sl	Appendix No	Particulars	Page No
1	I	Covering Letter	76-78
2	II	Details of the Bidder	79
3	III	Bank Guarantee for Bid Security	80-81
4	IV A	Power of Attorney for Signing of Bid	82-83
5	IV B	Power of Attorney for Lead Member of Consortium	84-85
6	IV C	Joint Bidding Agreement	86-89
7	V & V A	Integrity Pact	95-104
8	VI	Information on Financial Qualification	105
9	VII	Information on Technical Qualification	106
10	VIII	Resource mobilization to commence the work	107
11	IX A	Statement of Legal Capacity	108
12	IX B	Proposed Site Organization	109
13	IX C	Certificate of Site Visit	110
14	X	Schedule of Item and Rate	111-117

## Section II: CONTRACT

Sl	Article No	Particulars	Page No
		Contract	118-119
1	1	Definitions and Interpretation	120-129
2	2	Contract	130
3	3	Conditions Precedent	131-132
4	4	Work Site	133-134
5	5	Engineer-In-Charge	135
6	6	Contractor's Obligations	136-149
7	7	HCL's Obligations	150
8	8	Contract Price	151-153
9	8	Liquidated Damage and Taxes & Duties	153-156
10	9	Force Majeure	157
11	10	Material Breach and Suspension	158
12	11	Events of Default and Termination	159-161
13	12	Divestment of Rights and Interests	162-163
14	13	Mode of Payment by HCL	164
15	14	Dispute Resolution	165-166
16	15	Miscellaneous	167-170

## Schedules

Sl	Schedule No	Particulars	Page No
1	I	Engineer in Charge	171-173
2	II	Conditions for Employment of Labour	174-175
3	III	Condition for Environment, Health & Safety Management	176-179
4	IV	Supplies from HCL	180-181
5	V	Schedule of Items and Rate	182
6	VI	Escalation	183-184
7	VII	Format for Bank Guarantee towards Performance Security	185-186
8	VIII	Mandate Form for Electronic Payment through Internet	187-188
9	IX	Statutory Dues / Miscellaneous	189-194

**HINDUSTAN COPPER LIMITED  
(A GOVT OF INDIA ENTERPRISE)**

**TENDER DOCUMENT**

**SECTION I –TENDER INVITATION**

**1. INTRODUCTION**

**1.1 Background:**

1.1.1 HCL, a public sector undertaking under the administrative control of the Ministry of Mines, Government of India, was incorporated on November 09, 1967. It is the only vertically integrated copper producing company in India with presence in mining, beneficiation, smelting, refining and downstream saleable products.

1.1.2 Surda mine is an underground mine and the only operating mine at Indian copper Complex at present. It is located at latitude 22<sup>0</sup> 35' 17" N and longitude 86<sup>0</sup> 26' 04" E and features in Survey of India toposheet No. 73 J/6. Surda mining lease area is 388.68 hectare. The lease is valid till 31.03.2020 for the time being which is likely to extend further. Mine is at a distance of 11 km from Ghatsila Railway station on Howrah – Bombay main line and 6 km from Maubhandar smelter and township of M/s HCL/ICC. The mine is well connected by blacktopped road with Kolkata – Ranchi NH No. – 33 via Maubhandar, the district headquarter at Tatanagar and nearby Mosaboni Township. Surda mine is a part of Mosaboni group of copper mines and located between Pathargora mine in south and Kendadih mine in north.

Starting with small scale operation in 1930, the Surda mine was fully developed in 1956 which now extends over a strike length of 2.2 km to a depth of 500 m i.e. 13<sup>th</sup> level. Its installed production capacity is 1300 tonnes per day (TPD). However, at the time of its closure on 16.06.2003, the mine produced @ 900 TPD.

HCL later outsourced operation and maintenance of Surda mine along with Mosaboni Concentrator plant to an outside agency in the year 2007 for a period of 7 years initially and then extended the contract for a further period of 3 years. However HCL is operating Mosaboni concentrator departmentally.



HCL has lease for Surda mine for 388.68 hectare up to 31.03.2020. Obtaining statutory Environment Clearance from Ministry of Environment & Forests (MoEF) for 0.9 million tonne per annum is under process.

1.2 The rock formations are mostly metamorphosed sediments and meta volcanic of Precambrian age. Garnetiferous mica schist, quartzite, quartz-kyanite-schist belong to Chaibasa stage. Underlying this highly metamorphosed rock types are the less metamorphosed basic volcanics and quartzites of Dhanjori group. These rocks strike N15W with dip  $35^{\circ}$  -  $40^{\circ}$  NE.

The mine is served by 2 shafts from the surface as given below:

- i) No.3 vertical shaft from northern end sunk up to 5<sup>th</sup> level (L) (i.e. about 160 m below surface).
- ii) No.4 incline shaft of size 4.4 m wide x 2.6 m height from southern side approx. 1200 m south of No.3 shaft at  $40^{\circ}$  inclination to the horizontal is sunk up to 10th level i.e. 360 m below surface.

Both the shafts are equipped with winders for movement of man, materials and ore.

At the close proximity of the vertical shaft No. 3 there is sub incline shaft of 4.9 m wide x 2.3 m height from 5<sup>th</sup> level to 13<sup>th</sup> level with the winder and ore bin installed at 4<sup>th</sup> level. Levels are developed at 37.5 m intervals.

A winze in ore is existing between 10<sup>th</sup> L to 13<sup>th</sup> L close to Sub-incline shaft at No. 3 vertical shaft area with a size of 3 m wide x 1.6 m height almost at  $30^{\circ}$  inclination.

Stoping is spread over different area / section from 6<sup>th</sup> level to 11<sup>th</sup> level. It is planned to expand capacity of Surda mine from 0.4 million tonne per annum to 0.9 million tonnes per annum by expanding the operations in depth up to 14<sup>th</sup> level now and in future up to 18<sup>th</sup> Level through a Vertical shaft and further deepening of the sub- incline shaft upto 16<sup>th</sup> L as a 2<sup>nd</sup> outlet.

The Selected Bidder shall be responsible for the engineering, procurement, construction and execution of all the activities in relation to the Project under and in accordance with the provisions of the Contract to be entered into between the Selected Bidder and HCL in the form provided by HCL.

### **1.3 The Scope of Work will broadly include:**

1.3.1 The successful bidder will be fully responsible for all operations and maintenance for ore production, development from Surda Mine, dispatch of the same to Mosaboni Concentrator plant. The payment to the successful bidder will be based on per tonne of Ore produced and dispatched up to Mosaboni Concentrator.

Mining of copper ore which includes the exploration and exploitation of copper ore from Surda Mine in scientifically and in environment friendly way for production of copper ore, excavation of the rock as per the specification, loading, breaking, transportation, disposal of the rock & back filling of stopes after every cut in cut & fill stopes and after completion of mining in room & pillar stopes, with classified mill tailings brought from Mosaboni concentrator tailing pad, mine development, exploratory drilling, dispatch of copper ore from Surda Mine to Mosaboni Concentrator plant.

The work pertains to producing Copper Ore during the period of initially for 7 years (excluding mobilization period of 4 months), starting from 3.18 Lakh MT per year of 0.90% grade of Copper Ore gradually upto expanded capacity as per the schedule given in the following pages of tender document through matching equipment subject to fulfillment of conditions stipulated in Clause 2.2 "Duration of the Contract".

It incorporates operation of the existing or higher sized mining equipment with a capacity to handle 3000 MT per day copper ore production through the vertical shaft when completed. The tonnage that is possible to hoist with the present system is 5 lakh tonnes of ore per year.

The Successful Bidder shall be engaged at various underground levels for excavation of lateral mine development, deepening of Sub Incline through pilot raising , deepening of 25 S winze, deepening of No.4 shaft by sinking from 10<sup>th</sup> L to 14<sup>th</sup> L, haulage drive, ore pass, conventional raise development following the ore body, excavation of pump sumps at 13<sup>th</sup> at Sub-incline and No,4 shaft, excavation of ore bins of 50 T and 500T ore bins with Rock breaker and precast grizzly, man holes as & where required, Diamond Drilling (hole dia: 46.70 mm) and other associated jobs mentioned in detail in the Schedule as given in the following pages of tender document for Surda Mine for contract duration.

The scope also includes detailed exploration, mine planning, stope layout designing, Mine Development designing, Production Drilling, Ventilation planning and any other work related to operation of Surda Mine. However, the planning and designing made by the Successful Bidder shall be vetted by HCL and approval of Stopping permission to be obtained from DGMS & IBM, prior to its execution. The successful bidder will make the stopping permission applications and drawings in consultation with the Mine Manager and the Engineer in charge and help in getting the approval. The stopping application will go under the signature of the Mine Manager.

For the purpose of Planning and designing, the Successful Bidder shall establish a Planning Cell supported by Mine Planning software having qualified & experienced persons of Mining, Survey, Geology, Civil discipline etc. in this regard.

The Selected Bidder shall be responsible for the design & engineering, procurement, construction and execution of all the activities in relation to the Project under and in accordance with the provisions of the Contract to be entered into between the Selected Bidder and HCL in the form provided by HCL.

Transportation of ore from Surda Mine to Mosaboni Concentrator Plant will be the responsibility of the successful bidder.

The successful bidder shall make his own arrangement for Zero discharge of the effluents generated from mining operation.

The successful bidder will have to arrange for 100% financing of the project.

The successful bidder is to operate and maintain the equipment at the Surda Mine Project. Requirement of manpower, will be met by the successful bidder. The successful bidder may engage manpower for supervision including statutory supervision, at its own terms and conditions, provided that this manpower will have no legal right for the employment in HCL at the expiry of the term of the agreement with successful bidder. Details of the existing manpower regarding skills, training and terms of their employment can be obtained from the project site. The selected bidder will be required to deploy at first from the existing number of employees as available at the Project. Thereafter preference in employment should be in the principle of increasing distance as per the Govt. norms.

1.3.2 The successful Bidder should formulate a Project implementation strategy as per the best international practices and in Conformity to Indian Mining Legislation. The successful Bidder can, while drawing mining scheme as per 1.1.5, propose optimum mining layout including level interval, location of ventilation raises, stope design and other relevant parameters/layouts.

**1.3.3 The Selected Bidder shall be responsible for the following:**

- a) Shall establish store, work shop, garages and office structure within the Lease area of Surda Mine and deploying their security personnel for restricting unauthorized entry to the Mine along with C.C. TV facility at the entrance duly maintained. The Mine Manager, Engineer-in-Charge and/or their representative shall be allowed to access the C.C. TV footage. However, it shall be not a breach of contract in case in addition HCL deploys its own security also. The area within the boundary shall be handed over to the Successful Bidder.
- b) Arrange Compressed Air set up by installing compressors and linking to the existing compressed air line going below ground through shafts . However the compressed air line through the shaft may need replacement due to aging. All maintenance and extension of pipe lines will be the responsibility of the successful bidder for procurement and fixing.
- c) Arrangements for water for drilling and sand stowing by re-circulation of pumped water exits and also bore holes in the permitted area. Extension and maintenance of existing drilling water line in mines to be arranged.

Existing infrastructure of Compressed air and Drilling water pipe lines located at HCL's lease area to below ground and at Levels shall be handed over to the Successful Bidder as is where is basis. Further maintenance and laying of new pipelines in the fresh area as well as left out area including shafts/winzes along with procurement as per requirement and as per instructions of Engineer-in-Charge shall be the responsibility of the Successful Bidder.

- d) Shall ensure reliability/availability of equipment supplied for the scope of work during the contract period in such a way that the production does not suffer. In case of any break down of the equipment, the same should be immediately attended to and intimated to the Engineer-in-Charge or his authorized representative.
- e) **Spare Parts:** Procurement of spare parts and consumables required for maintenance and smooth running of equipment shall be the responsibility of the Successful Bidder at his own cost. The Successful Bidder should maintain a

stock of essential spares as per the recommendation of the manufacturer, which may be required to ensure immediate maintenance with minimum downtime.

f) **Safety Features in the equipment:** The equipment supplied/used by the Successful Bidder must be provided with the safety features to meet the present requirement by DGMS and other Indian statutory bodies. The Successful Bidder shall maintain all standard safety devices/gadgets and additional facilities provided by manufacturer during the entire contract period.

g) Shall undertake to construct and maintain the roads as mentioned below:

Existing Approach roads to the mine site from state highway, Internal roads within mine premises.

If the successful bidder fails to construct/maintain the roads as mentioned above, the works shall be carried by third party at the risk & cost of the successful bidder. The approximate road length will be 2.9 km which is used for ore and tailing transportation.

h) **Service Road and Maintenance thereof:** Existing Service roads required shall be provided by the successful bidder at his own cost with the prior permission of the Engineer-in-Charge. Time to time maintenance/repairing of these service roads will also be the responsibility of the successful bidder and it should be done at his own expense. HCL, however, reserves the right to make use of these service roads as and when necessary without any payment to the successful bidder. It is to be clearly understood that the fair weather roads and the service roads to be constructed must be accessible during rains and therefore, the successful bidder will have to make adequate arrangements in this regard. The approximate road length will be 2.9 km which is used for ore and tailing transportation.

i) The selected Bidder shall, facilitate / assist HCL to obtain statutory clearances from the concerned State & Central Ministries prior to and during undertaking any operation at the site, e.g. clearances/permissions from State Ministry of Mines, Ministry of Forest & Environment (inclusive of clearances from State Pollution Control Board), License(s) from Petroleum & Explosive Safety Organization, Central Ministries of Mines including DGMS & IBM, Labour, Environment & Forests, Ministry of Power etc. The Contractor shall indemnify HCL against any penalty leviable for non-compliance of Central & State Acts by the Contractor.

- j) Shall ensure Power supply of the heavy machinery to be deployed and other plant and machinery to be set up. HCL shall supply power on the surface at a fixed point. For second source of power supply there is an old 3.5MVA DG set installed at 33 KV receiving substation. Being statutory requirement, the maintenance, up keeping & operation shall be under the scope of the successful bidder. Any augmentation/repair/replacement required to the substation and DG Set for increased load on account of new equipment shall be the responsibility of the successful bidder. All existing/standby equipment shall be handed over by HCL to successful bidder on 'as is where is' basis.

#### 1.3.4 Detailed scope of work for Ore Production and development of Surda Mine:

- 1) **Mine production:** Mine production work includes stoping and development operations.

There are two types of stoping methods practiced in this mine namely, Cut & fill and room & Pillar method of mining, depending on the width of the ore body. About 85 % of the tonnage comes from Cut & fill stoping method and the rest from room & Pillar. Room & Pillar stope also needs to be mined from the mineral conservation point of view and also to create void space for dumping waste rock. These Room & Pillar blocks if left will be difficult to mine at a later date and hence to be included in mining plan. In cut & fill method, horizontal cut and fill is practiced where the lode width is between 3.5m to 6 m. When the width of lode is more than 6 m Post and Pillar method of mining is practiced. These stopes are required to be mined as per approved stoping permission obtained from DGMS and IBM.

The horizontal cut & Fill stopes is developed by driving a sill drive 5 m above the main ore drive. The size of the sill drive is 3m wide x2.4 m height. Thus solid pillar of 5 m thickness is left below as sill. Each stope is divided into two panels, and the length of the stope is generally 100 to 200 m in strike. Each panel should have minimum one entry from top and below level with proper ladder way and hand rails. A footwall haulage is developed 10m away from the footwall contact of the ore body for the entire strike length of the stope. Ore pass at 55° is taken from the foot wall haulage with minimum one ore pass per panel. Initial ore passes can be taken from hang wall drive by extending steel rings of 1.5 m diameter, but later it should not break in to the hang wall of the ore body. Stope drilling is done horizontally using air leg operated jack

hammer standing over the blasted muck pile. The maximum height of the panel is up to 5m height. The ore pass raise driven in waste rock from F/W haulage is connected by cross cut driven from footwall contact of the ore body. Before filling a concrete wall is constructed to prevent the fill material going down the ore pass. Before stowing a decantation pipe line is to be spread in the void panel and connected by pipe to below level. Filling is done up to the height to keep 2.4 m clear space between the filled floor and the roof. Electric LHD of 1 to 2 m<sup>3</sup> are used or compressed air hopper loader are used in the stope to muck and dump the ore in to ore pass. The is collected from the ore pass through a steel chute filling into mine cars and trammed by battery operated locomotive to the ore bin.

**Post and Pillar:** Post and Pillar method of Mining is practiced when the ore body thickness is more than 6 m. Minimum two panels are required in any stope. One panel remains under production and the other under filling and drilling operation after the fill gets consolidated and the floor becomes hard. The Sill drive is driven at a vertical height of 10 m from the floor of the level from the hangwall raise between the two levels. The sill drive is made through to the other end raise of the stope. The end raise are protected by leaving 5 m pillar all along the raise length inside the panel. The sill drive is stripped and widened up to 9m. Cross cuts are driven every 13 m along strike to form 4 m x 4m in situ pillar. Such pillars are to be formed every 9 m across the strike and 13 m along the strike. These pillars are to be rock bolted and should remain vertical in shape even after the panel is heightened to 5 m. The roof needs to be rock bolted standing on the muck pile before the muck is removed. Electric LHD's are used for mucking the blasted material. Cable bolting may be required in case of any geological disturb ground or in case of any loose falling, required for safety of men and equipments working in the stope.

The drilling is done by drilling up holes at 75 to 80°, of 3m length of 41mm diameter using hydraulic drills mounted on double boom stope wagon. Air leg/ hydraulic operated jack hammers are required for stripping. Blasting is done using cartridge explosive with electric delay detonators blasting maximum 80 holes per round. In case ANFO is required approval from DGMS and other competent authorities are required to be obtained. Filling of the stope is done by classified mill tailings brought from Mosaboni mill tailing ponds into a surface

bunker. The bunker is connected with bore holes to underground fixed location and from there by HDPE pipes to the stope under fill. An efficient communication system by telephone is to be established at all strategic points up to the stope with the man on surface to control filling. No leakage will be allowed. Before a panel is filled decantation pipe lines will have to be laid on the floor and taking out the pipe line through the ladder way down or by other means. Care has to be taken that no slime is used for filling.

Monitoring of horizontal and vertical rock pressure are to regularly monitored by installing Tape extensometer and closure pegs in the drives and cross cuts in the levels frequented by men. 10% of the rock bolts installed must be tested for pull test with 8MT load.

The two methods of cut & fill vary only with pillar formation in case of Post & pillar method due to increase in lode width. Rests all are same.

#### **Room and Pillar Method of Mining:**

This method of mining is practiced in ore bodies from 1.5 m to 3.5 m lode width. A raise is put along the H/W contact from lower level to upper level. A chute is installed at the lower level, together with an electric scraper engine to load the broken ore into the mine cars. A sill pillar of 5 m above the lower level and a crown pillar of 3 m below the upper level are left as support. In this method both faces of a central raise are advanced to a span of 15 m, with systematic bolting of the roof at staggered pattern of 1.2m x 1.2 m with 1.5m long, 20mm diameter tor-steel grouted rock bolts. Ore in the footwall is stripped. A rib pillar of 3 m is left between two consecutive stopes. Floor stripping is undertaken where width of ore body exceeds 1.5 m. Once mining is completed to the extremities of the stope, back filling of excavated void is done. The method is manual using air leg operated jack hammer.

- 2) A cement lined bunker is being used at surface for stope filling operation. The same would be handed over to the successful bidder in as is where condition.

All the operations of stoping will be the responsibility of the successful bidder in procuring installation and running.

The successful bidder shall operate and maintain in efficient manner of the existing winders located at 3 shaft (100 HP winder), Sub incline (



175 HP winder) and 4 shaft (400 KW winder). Also shall procure, renovate, repair, install & operate any statutory items not available / not functioning in winders for fulfillment of all statutory obligations at its own cost.

3) **Blasting:**

Blasting is done using cartridge explosive with electric delay detonators. If ANFO is to be used as an explosive, permission from Explosive inspectorate, local administration and DGMS will be required.

Blasting will be done at the end of the each shift only. This will be done under the strict supervision of a Mine Foreman. The blasting shall be done by the persons having Blaster certificate of competency issued by DGMS. The Successful Bidder shall follow all Rules, Regulation, bye laws and orders made for safe transportation and use of explosive in blasting operation. Explosives, detonators and accessories required for blasting will be made available by HCL on chargeable basis which will be on actual cost price plus (5%) as an administrative charge. Recovery towards cost of explosives, detonators will be made from RA bills. However the Successful Bidder can make use of existing Explosive Magazines at site. All other material, accessories, tools and tackles required for blasting shall be arranged by the Successful Bidder. HCL will provide the explosive required to execute the job from current magazine to the Successful Bidder as per Statute. However the transportation of explosive from explosive magazine lease boundary will be responsibility of HCL.

- 4) The successful bidder will keep qualified competent persons, technicians, helpers and other personnel required to ensure minimum guaranteed ore production and development to meet the scheduled target per month derived from the annual target given above. The Successful Bidder shall keep skilled operators in sufficient numbers for smooth operation of the equipment. The operators to be engaged in operation must have minimum one year experience for operating such kind of underground LHD, Battery Locomotive, Rock Breaker etc. The operators have to undergo vocational training as per the Mines Vocational Training Rules 1966 and have to undergo preliminary

medical examination as per Mines Rules 1955 in the Company's hospital at no cost to company basis.

- 5) **Haulage Maintenance:** The successful bidder shall make necessary arrangement for resources, including required equipment for the maintenance of the roadways (from loading point to unloading point/ haul road) for cleaning, leveling and drainage of water from work site to main drainage system, where the equipment are working. Shall keep haulage drive always in dry condition.
- 6) **Track Maintenance:** In ore tramming, as per requirement, the procurement, laying/dismantling of track shall be within the scope of work of the Successful Bidder. Further the maintenance of track line will also be the responsibility of the Successful Bidder. Presently all level tracks and 25S winze are 30 lbs. and sub-incline and No.4 shaft are 60lbs. The No. 3 shaft guide rais are also 60 lbs. The entire material including 60 lbs/30lbs Rail Track, Rail Crossings, Salwood/Concrete sleeper, Fish plate joint, Square Head Nut & Bolts, Spikes (Dog nails), Tools and tackles required for laying/ dismantling and maintenance of track will be arranged by the successful bidder. The successful bidder as per MMR 1961 have regular daily, weekly, monthly and yearly maintenance of all the winders, hoist, track lines of the inclined shaft and shaft fittings and guide rails and ladder ways.
- 7) **Drain Maintenance:** The successful bidder shall be responsible for the proper drainage system in the mine. All accumulated water shall be channelled out from the working area to main drainage as per the direction of Engineer-in-Charge, without any extra payment. Drain maintenance all along the tramming and hauling areas to main pump sump will be the responsibility of the Successful Bidder inclusive of making sludge pits as and when required and regularly cleaning of pump sump & sludge pits as and when required.
- 8) If any stripping or chipping etc. of the drives/x-cuts is required in case the equipment is fouling in spite of providing the standard size of excavation for running the LHD or any other equipment, the same should be done by the Successful Bidder by themselves. However

before undertaking such jobs, it should have the prior permission of the Engineer-in-Charge or his authorized representative.

- 9) The successful bidder shall submit daily shift wise production report to the Engineer-in-Charge / representative of Engineer-in-Charge specifying working place, total operating hours and total tonnage measured.
- 10) The successful bidder at its own cost shall make arrangements for transportation of copper ore, transportation & disposal of mill tailings from Mosabani concentrator plant to fill bunkers located in Surda mine lease area. The mill tailing yards in lease area of the mine shall be maintained in accordance with the rules & regulations made under the statute.
- 11) The successful bidder shall then arrange for laying of pipe lines from fill plant to delivery point in underground stopes, shall construct fill barricade, laying of perforated pipes, drain pipes from stopes to lower level via man way etc. Maintain the fill bunkers in good condition as well as make them available at all time.
- 12) **Pumping, dewatering & Drainage:** Three stage pumping system ( From 13<sup>th</sup> level to 10<sup>th</sup> level, from 10<sup>th</sup> level to 5<sup>th</sup> level & 5<sup>th</sup> level to surface) is being maintained at present in No 3 shaft. At No4 shaft the water is pumped to 8<sup>th</sup> L dam from below and the water is brought to No.3 shaft and pumped out to surface. Total dewatering required per day as of now is 1300KL/day (Average).
- 13) Two new pump sump is required to be sunk at 13<sup>th</sup> Level. One at 25S Winze between the 25 S Winze and sub-incline close to 25 S Winze to collect all the water below 10<sup>th</sup> L. The other at 13<sup>th</sup> L of No.4 shaft close to the Platt. At each sump location an electric centrifugal pump with a head of 125 m for 25 S Winze and 165 m for No.4 shaft locations are required to be installed close to the sump with a negative section. The 4 inch GI pipe line with flanges, delivery pipe will be laid through the 25 S Winze and No.4 Shaft and discharging at the 10<sup>th</sup> L and 9<sup>th</sup> L main sump respectively.

- 14) The successful bidder must ensure proper pumping, dewatering and drainage of the mine for efficient conduct of the mining operations during the contract period. The successful bidder should make his own arrangement for additional pumping requirement wherever required for up keeping the Mine & Plant during the contract period. The job also includes regular de-silting of the sumps to make space for water.

In case of exigency when no work is carried out in the mine due to some reasons, the contractor will be required to do pumping to keep the mine dry as per instruction of Engineer-in charge of HCL. However, in that case, no extra payment for pumping will be given to the contractor.

The cost of pumping (applicable in case of force majeure as mentioned in clause 8.7), will be Rs 35.5 / cum. Escalation formula as per Schedule VI) will be applicable on this rate during the currency of the contract. Arrangement of the measuring system such as fixing of flow meter, V-notches, tanks etc shall be the responsibility of the successful bidder. Reading of the flow meter shall be considered as final quantity of the water discharge.

Dewatering operations in case of stoppage arising out of the Force Majeure the contract will be operated as per details given below:

For continuous stoppage of work up to 30 days – the contractor's liability arising out of such closure will be fully borne by the successful bidder.

For continuous stoppage of work beyond 30 days both the parties shall consult each other regarding further continuation/ discontinuation of the dewatering in case continuous dewatering beyond 30 day, the contractor shall be paid dewatering charges as mentioned above.

- 15) The successful bidder shall undertake for keeping & maintenance of the mine free from inundation, flooding in Underground premises during the contract period.
- 16) **Weigh Bridge:** Maintenance & augmentation of Weigh Bridge and it's calibration at mine site as of appropriate weighing capacity shall be the responsibility of the Successful Bidder. However HCL may

depute its representative for supervision, inspection of the same from time to time.

Weighment of the ore to be done at Surda Mine premises before dispatch to Mosaboni concentrator and also at a weigh bridge at Mosaboni concentrator area before the ore is dumped in to ore bin. The weighment at Mosaboni Concentrator Plant weigh bridge will be final for payment.

- 17) **Weigh Bridge:** A new 60 tonne electronic Weigh Bridge is to be procured, installed and commissioned inside Surda mining lease preferably near Surda mine vertical shaft. The weigh bridge will be used for No.4 shaft ore, No 3 and in future from the new vertical shaft.

The Weigh Bridges shall be with an annual maintenance contract with OEM of repute. Calibration certificate should be obtained from the Weight and Measurement Department of State Government as per statute/ requirement.

- 18) **Strata Control/ Instrumentation:** Monitoring of levels for horizontal and vertical strata pressure by installing Tape Extensometer & Convergence Recorder in the stoping area in the main drives and other drives & cross cuts and footwall haulages. These points must be fixed at an interval of 10 m. The readings are to be taken every fortnight and recorded in a bound paged book and any change in readings must be informed to Mines Manager and the Engineer in charge for further necessary action.

- 19) The entire job including selection and study, drilling of holes/ site preparation for instrumentation, procurement & installation of instruments, data collection shall be under the Successful Bidder's responsibility. A copy of the readings so taken shall be handed over to the Engineer-in-Charge.

- 20) **Mine Ventilation:** As per MMR 1961, all rules and regulation mentioned in the chapter on Ventilation must be followed in letter and spirit.

- 21) **Grade/ Sampling:** Sampling of the back of the cut & fill stopes are to be done by channel sampling from hang wall to foot wall at a

spacing of 5 m. In room & Pillar stopes channel sampling is done at the sides of the moving face till it reaches 15 m, at interval of 5m. Grab sampling is to be done randomly from the mine cars. The samples are to be analysed in an Assay lab to be made by the successful bidder.

22) **Detailed scope of work for Mine development Surda Mine:** The mine development includes in the scope of work are as follows:

- i. No.4 incline shaft deepening from 10<sup>th</sup> L to 14<sup>th</sup> L below, keeping the No.4 shaft in operation and hoisting from 9<sup>th</sup> L bin.
- ii. Construction of 500 T ore bin at 13<sup>th</sup>L with grizzly and rock breaker, with spillage handling facility from 14<sup>th</sup>L, both at SI & No.4 shaft.
- iii. Ore transfer from 10<sup>th</sup> to 13<sup>th</sup> L bin at No4 shaft & 12<sup>th</sup> L to 13<sup>th</sup> bin at SI.
- iv. Horizontal drives & cross cuts with raises from level to level from 9<sup>th</sup> level to 14<sup>th</sup> L both at Sub-incline and No4 shaft area with construction of plats .
- v. Ventilation raises at south Surda from 14<sup>th</sup> L to 9<sup>th</sup> L and 14<sup>th</sup> L to 11<sup>th</sup> L in north end of sub-incline.
- vi. Deepening of sub-incline from 13L below to 14L by pilot raising from 14<sup>th</sup> L and holing to the existing sub-incline below 13<sup>th</sup> L.
- vii. Deepening of 25 S Winze by sinking from 13L to below 14 L with construction of plat , 50 T bin & grizzly .
- viii. Pump sump at 13<sup>th</sup> L of 600 m<sup>3</sup> capacity at North of 25 S Winze and at plat cross cut at No4 shaft, along with procurement and installation of electrical centrifugal pumps and delivery pipe lines.

Mine development work for horizontal development includes excavation of the rock as per the specifications at each level by jack hammer drilling with pusher leg and blasting with 25mm diameter cartridge explosives, loading using track mounted Rocker shovel loading into 1.5 MT mine car transportation and disposal of the excavated rock at the ore bin or any other place as suggested by Engineer-in-charge. Procurement and extension of air-line, water line,

track line, ventilation ducting / fan electric cable, drainage , rock bolting etc. will be the responsibility of the successful bidder. No extra cost will be paid to the successful bidder for handling of development ore.

Mine development in No 3 shaft area, South of SI shaft is from 9L to 14<sup>th</sup> level. 14<sup>th</sup> level will be developed through 25 S winze in SI area. The other levels can be taken through SI.

- 23) Raises in general is driven in ore following the hangwall contact of the ore body with a size of 2.4m width x 1.8m height with an average length of 65 m. For ore pass in stopes the inclination is around 65<sup>o</sup> for self reeling of the broken ore. Electric Scrapper is used to muck down the blasted material through a wooden China man chute to the 1.5 MT mine cars. The mine cars are hauled manually or with locomotive to the ore bin for dumping the ore. The ore is subsequently hoisted to surface. The operation includes preparation of drilling face by loose dressing, checking of sockets, marking of the face with paint giving direction line, drilling, blasting, mucking and tramming to the ore bin. Ladder way to be provided at one side of the raise with hand rails, extension of air and water pipe lines, ventilation ducting including scraper rope. All procurement and extension will be the responsibility of the successful bidder.
- 24) Mine development (exploratory drive, footwall drive, ventilation raises etc) work includes mucking, cleaning and coursing of water, support by rock bolt and additional support including side pinning as and when required for development. Installation of ventilation fans, extension of ducting for ventilation, excavation of 300mm x 300mm drain, compressed air and water pipe line as per the instructions of the Engineer-in-Charge. As and when, any additional supports required to be erected and fixed by the Successful Bidder, the payment shall be made as per the schedule of rates after certification of the Engineer-in-Charge. Successful Bidder has to carry out the work as stipulated under various rules framed by DGMS and any special conditions imposed by DGMS for safety of the work persons and work place. Manholes shall be not less than 1.8 metres in height and 1.2 metres in depth, and not less than 0.75 metres but not more than one metre in width (as per MMR 1961) will be made.

- 25) **Deepening of 25 S Winze:** The successful bidder shall deepen 25 S Winze following the hang wall contact of the ore body at about 30° inclination from 13<sup>th</sup> L to 10m below 14<sup>th</sup> level for a depth of 70 m with a size of 3.0 m x 1.8m un-lined. At 13<sup>th</sup> and 14<sup>th</sup> L a cross cut of 18 m to be driven from the winze to make an ore bin of 50 T capacity. The bottom of the bin will be provided with steel chutes to load the skip and hoist to 10<sup>th</sup>L. The ore will be dumped into the ore bin at 10<sup>th</sup>L and waste to the void stopes within 500 m. The 40 HP hoist at 25S Winze is installed just above 10<sup>th</sup> L close to Sub-incline shaft. A bunker at 10<sup>th</sup> L has to be made of steel to hold the ore/ waste rock hoisted by the 1 T capacity skip. The contractor so desires may change the hoist to a bigger size hoist depending on the site space availability. The hoist if changed should be taken back after completion of the contract and re-fixing the existing one in its place.

The job comprises of face pumping and discharges to 10<sup>th</sup>L drain leading to the sump. Face dressing, cleaning of sockets, marking with paint, marking the direction line and grade line ,drilling, blasting, mucking , hoisting, extension of track rails, air and water pipe lines and ventilation ducting, rock bolting, excavation of manholes as per MMR 1961, pumping of water to any extent, scaling of loose rock etc.. Supply and laying of track of 30 lb of gauge 3'(feet) on steel/RCC sleepers at maximum 1.5m interval and tongue rail in between sleepers with round guide roller mounted on floor at 5 metre interval as per approved design.

**From 25 S winze a drive of 80m to be taken in lode in North side, followed by a cross cut of 20m to reach the location of the sub-incline from where the raise to be taken for the sub-incline.** Electric scraper engine will be required while raising and widening. A chute to be fixed at the raise starting to load the blasted material into side tipping mine car and hauled to the bin at 25 S at 14<sup>th</sup>L.

The cross cut will be extended further by 20 m to reach the location of the raise for developing a spillage raise below 13<sup>th</sup> L. A raise at 70° inclination is to be taken to hole into the floor of the SI incline and funneled to cover both the skip tracks.

- 26) **Sub-Incline development:**



To sustain ore production from Surda Mine, it is essential to extend the Sub-Incline shaft below 14<sup>th</sup> L .

The successful bidder shall excavate and extend the Sub Incline (SI) shaft from 17m below 13<sup>th</sup> L to 5 m below 14<sup>th</sup>L . The spillage ore has to be cleaned below the existing loading chute before start of work through 25 S winze. The extension will be done by raising from 14<sup>th</sup> level by raising with raise size of 2.4 m width x 1.8 m height and holing into the existing sub-incline shaft. Care has to be taken in raising, so that the roof of the existing sub-incline matches with the roof of the raise. After holing the raise will be widened and heightened to the unlined finished size of SI of 4.9m (W) x 2.3m (H). In SI, rock bolting excavation of manholes as per MMR 1961, compartment of ladder way for men, 60 lb track of 1m gauge on steel/RCC sleepers at minimum 1.5m interval and tongue rail in between sleepers with guide roller mounted on floor at 5m interval, 6" MS flanged pipe with corrosion proof paint, 2" dia GI pipes for drilling water, GI flanged pipe (1") of B class, install pipe lines as per approved drawing from 13<sup>th</sup> L to 14<sup>th</sup> L at a height of 2 meter in one side of drive including minimum two supports of 6 meter length each by eye hook duly grouted on side wall and suspension of pipe by wire rope with steel clamp of suitable size, light fittings at every 6 m interval etc shall be done. Below 14L the sub-incline to be deepened by 05 m by sinking for landing of the skip. The approach to the site is through 25 S winze.

27) **Ore bin of 500 T at 13th L SI, Ore transfer and Spillage bin.**

A 500 T ore bin has to be made at 13<sup>th</sup> L sub-incline shaft cross cut. The size of the bin will be 7.5 m in length x 3.5 m width and about 12 m height. The bin will be provided with pre-cast grizzly blocks with cross girders. An electro-hydraulic rock breaker is to be installed in the bin capable of handling stope and development tonnages. Below the bin a pair of steel chutes to be fixed and operated by compressed air to fill the SI skips. Below the skip loading position, a spillage raise is to be excavated to connect 14<sup>th</sup> level cross- cut driven from 25 S winze. The spillage raise opening at 14<sup>th</sup> L will be fitted with a chute to fill 1.5 tonne side tipping mine cars and emptied in to 14<sup>th</sup> level bin at 25 S winze. To be hoisted to 10<sup>th</sup> level ore bin of SI located close by.

An ore transfer is to be made from 12<sup>th</sup> L to 13<sup>th</sup> L close to the bin by drop raising, in such a way that ore dumped into the ore transfer at 12<sup>th</sup> L gets into the bin directly. A heavy duty chain is to be hung to control the flow of muck to the bin.

28) Providing, transmitting, placing of RCC of 300 mm thickness of M-25 grade at sub incline brow (upto 10m) and plat from 13<sup>th</sup> & 14<sup>th</sup> level in sides and roof including providing, fixing, and removal of steel shuttering plates, staging, centering, cutting, bending, binding, fixing, welding including carriage of steel reinforcement, vibrating of concrete, fixing of insert plates and dowel bars as directed inclusive of all labour, material incidental charges etc. complete as per the drawing and direction of Engineer-in-Charge including cost of reinforcement steel and cement.

29) **Construction of Shaft Platt at SI:** Shaft Platt (3no.) at 12<sup>th</sup>, 13<sup>th</sup> & 14<sup>th</sup> level for 10 metre from the edge of the shaft of 10 metre wide x 5 metre height including drilling, blasting, muck removal and disposal to void stopes if available otherwise hoist to surface, ventilation, scaling down of loose rock as per approved design. Successful bidder has to be make arrangements of the spillage cleaning of Sub Incline from 11<sup>th</sup> level chute below. Also in future from 14<sup>th</sup> L spillage bin.

The successful bidder shall also construct Shaft Plat (2 no.) at 13<sup>th</sup> & 14<sup>th</sup> L of 25 S winze, 5 m long from the edge of the shaft of 6 m wide x 3.5 m height including drilling, blasting, muck removal and disposal to void stopes if available otherwise hoist to surface and ventilation and scale down loose rock as per approved design.

30) A pump sump to be excavated at the floor of 13<sup>th</sup> L close to 25 S winze North for a size of 10 m length x 6 m wide x 10 m depth. Electrical Centrifugal pump to be installed in concrete bed foundation with negative suction with a head of 125 m. 4 inch GI pipe line with flanges and Non-return valve is to be fixed through 25 S winze to discharge the water to 10<sup>th</sup> L SI sump. The pump and the electrical would be in the supply item and rest will have to be procured and installed by the contractor.

- 31) The total drive development from No. 3 shaft area is around 3248 m , total raising 2235 m and total stripping around 2485 m<sup>3</sup>. Total development in No.3 shaft area is approx 5637m.
- 32) **The Deepening of No. 4 shaft and its other developments are crucial for continued ore production at Surda Mine and comprises of the followings :-**
- i) Cleaning of spillage at 10<sup>th</sup> L spillage bin via 10<sup>th</sup>L 1200 S winze bin.
  - ii) Excavation of winding room chamber at 10<sup>th</sup>L below No.4 shaft area with rope raise and ore bin and installation of a hoist with man riding facility with all electrical and safety appliances .
  - iii) Making a concrete wall below the 9<sup>th</sup>L bin spillage raise at No.4 shaft incline.
  - iv) Fixing of sheave wheel below the concrete wall for the hoist.
  - v) Deepening of No.4 shaft by 260m from 10<sup>th</sup> L to below 14<sup>th</sup>L.
  - vi) Construction of ore bin of 500T capacity with grizzly and rock breaker at 13<sup>th</sup>L.
  - vii) Construction of spillage raise at 14<sup>th</sup>L and a bin of 50 T to handle the spillage at 14<sup>th</sup> L of No.4 shaft.
  - viii) Around 4700 m of horizontal development between 9<sup>th</sup> to 14<sup>th</sup> level.
  - ix) Raises, 17nos of 1100 m beside rope raise , bin raise etc. for 96 m.
  - x) Stripping for by-pass track line at raise site is around 2250 cum.

The shaft is from Surface to 10<sup>th</sup> level. The last ore bin is at 9<sup>th</sup> level hence stoping is possible only up to 9<sup>th</sup> level. A winze exists at 1200 S from below 8<sup>th</sup> level to 12<sup>th</sup> level with a bin at 10<sup>th</sup> level with hoisting facility.

Approach to 10<sup>th</sup> level will be made from 1200 S winze ladder way. The waste rock hoisted from shaft deepening to be unloaded to side tipping mine car at 10<sup>th</sup> level bin and trammed to 1200S winze bin at 10<sup>th</sup> level and hoisted to 9<sup>th</sup> level for emptying to void stopes. Below the 10<sup>th</sup> level chute the 1200 S winze is filled with tailing.

Sinking with full size of 4.4 m width x 2.6 m height will be developed from 10<sup>th</sup> level at 40 degree inclination and proceed up to 20 m below 14 level, for an inclined length of 260 m. with insets and plat opening at 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup> and 14<sup>th</sup> level.

At 13<sup>th</sup> level a cross cut to be taken to towards the ore body for making a bin 7.5 m length x 3.5 m width x 12 m height to make a 500 MT capacity bin with pre-cast grizzly of opening 30cm x 30 cm along with a Rock breaker to be installed. Bottom of the bin will have the raise where compressed air operated chutes will be installed to load the individual skip.

The bin will be connected by drop raises from 13<sup>th</sup> L to 10<sup>th</sup> L, along with finger raise for dumping from individual level and finally hoisting from 13<sup>th</sup> level bin. The ore pass will directly open in to the 13<sup>th</sup> L bin. Heavy duty chains will be used to control the flow of ore from the ore transfer to the bin.

From 14<sup>th</sup> level a spillage raise 2.4m x 1.8 m at 65 -70<sup>o</sup> will be taken and holed below the skip loading point of 13l bin to handle the spillage of 13<sup>th</sup> L bin.

A 50MT bin with a grizzly is to be made at 14<sup>th</sup> level of No.4 shaft plat cross cut, for spillage handling of 13<sup>th</sup> level bin and also development of 14<sup>th</sup> level. The spillage from 14<sup>th</sup> L bin will be directly hoisted by the main shaft skip to surface. Spillage from this will be very nominal and could be mucked back manually to the skip.

Once the No.4 shaft sinking is completed, permanent rails and other fixtures are to be fixed and aligned in line with 10<sup>th</sup> level skip tracks. Then only the breaking of the concrete wall and joining the track with matching rails should finally be done. This will avoid long shut down of No.4 shaft for equipping. The successful bidder will take back the sinking hoist, sheave wheel etc. after completion and commissioning of No.4 shaft.

9<sup>th</sup> L and 10<sup>th</sup> level development can start both in north and south immediately using 1200 S Winze and get connected with north Surda along with required raises etc.

After completion of the ore bins, and ore transfer and commissioning of the shaft upto 14<sup>th</sup> level, the level developments in north and south can start simultaneously from 11<sup>th</sup> L to 13<sup>th</sup> level, using the ore transfer to hoist the ore from 13<sup>th</sup> level bin. Development of 14<sup>th</sup> L from the 14<sup>th</sup> L bin directly.

Raises at 100 m interval will be developed between the levels for ventilation, ladder way etc. These raises will be used for developing the sill drive in areas where cut and fill stopes would come and also as service raise during stoping. Rest of the raises could be used for room & pillar stopes.

A series of raises at South end of No.4 shaft to be excavated between the levels from 14<sup>th</sup> L to 9<sup>th</sup> level for the purpose of ventilation.

It is important to connect South and north Surda at the earliest for ventilation and 2nd outlet for the lower levels.

- 33) A pump sump to be excavated at the floor of 13<sup>th</sup> L close to No4 shaft incline. The size of the sump will be 10 m length x 6 m wide x 10 m depth. Electrical Centrifugal pump to be installed in concrete bed foundation with negative suction with a head of 165 m. 4 inch GI pipe line with flanges and Non-return valve is to be fixed through No.4 shaft to discharge the water to 9<sup>th</sup> L sump. The pump and the electrical would be in the supply item and rest will have to be procured and installed by the contractor.

The total drive development is 5265m raising 1485m, and total including 260 m of shaft deepening, drop raising is 7128 m from NO.4 Incline shaft .

- 34) **Waste Rock handling:** Waste rock generated during the Mine Development of waste faces will be directed to mined out stopes at same level/ upper levels stopes if available or waste dumping yard at surface transported through Shaft as specified by Engineer-in-Charge. No extra payment shall be made to the Successful Bidder for handling of the waste rock at surface yard through shaft on account of non-availability of mine out stopes belowground.

The incidental development ore tonnage shall be handled through the existing hoisting route i.e. internal hoisting through 25S winze/Sub Incline/1200S Winze, dumping it into Main/grizzly Ore pass or Mine car through hoist/winder or Battery Locomotive whichever may be the case. The spillage lying below 11<sup>th</sup> level SI chute to be cleaned from 13<sup>th</sup> level via 25 S winze. Also the spillage below 13<sup>th</sup>L at SI

needs to be cleaned for checking sockets as a prevention for holing to be taken.

- 35) Gradient of mine workings up to 1 in 200 will be considered as horizontal development. Level development between 10<sup>th</sup> to 14<sup>th</sup> L between No4 shaft and sub-incline is taken in a manner so that in future loco tramming does not pose a problem for gradient. The development from No. 4 shaft area will go up to the co-ordinate 490 S (SI is taken as 00 co-ordinate) towards Sub-incline shaft. Development from SI area will meet at 490 S coordinate.
- 36) The successful bidder shall do rock bolting/side pinning involves drilling of hole (32mm dia) and grouting of rock bolt (minimum 20 mm dia and 1.5 m in length) in the hole as per statute. Bearing plate (150mmx150mmx8mm thickness, holed in the centre) should be tightened against the strata passing through rock bolt by way of matching nut. Pull test should be conducted for at least 10% of the rock bolts and should have more than 7 tonne load. Procurement of all the materials including rock bolts required for rock bolting will also be the sole responsibility of the Successful Bidder. Rock bolting should always be completed within 3.0 m from the advancing face all the time (as per DGMS circulars/ approved SSR).
- 37) Raise development involves the work of vertical/ incline raise drilling by jack hammer or any other suitable equipment, blasting and removal of waste / ore as per the circuit. Scraper for mucking in raise shall be deployed by the successful bidder with side ladder way, ventilation duct with wooden chute to load into mine cars.
- 38) **Sampling:** The drive/ crosscut face to be channel sampled after each round of advancing with the help of chisel and hammer. Channel sampling is to be done as directed by Engineer-in-Charge or his representative and manpower & other necessary accessories are to be provided by the successful bidder. The sample so collected may be handed over to the HCL's Geology Department as and when required. The copies of the sample report shall be submitted to the HCL's Geology Department.
- 39) Drilling machine, spare parts, drilling accessories, materials, lubricants, tools, tackles etc. required for maintenance and operation

of the equipment will be arranged by the successful bidder at his own cost. Also any other or additional equipment, tools or facilities required for execution of the work under the contract will have to be arranged by the successful bidder at his own cost.

- 40) **Centre and Grade Line:** Centre & Grade line are to be maintained strictly. Surveying along with preparation of plans, sections etc. will also be the responsibility of the successful bidder.
- 41) **Drawing & Schedule:** Drawings & schedule required for the Mine Development and Production shall be submitted 60/30 days respectively in advance to the Engineer-in-Charge for vetting.
- 42) **Drilling & Blasting:** The face has to be drilled and blasted with drill jumbo/ jack hammer in the standard pattern and to be blasted in scheduled blasting time. Both these operations should be perfectly controlled so that the desired size of the opening is achieved.
- 43) **Pumping:** The successful bidder shall be responsible for the proper drainage in the excavation made. All accumulated water shall be channelled out from the working area to main drainage as per the direction of Engineer-in-Charge, without any extra payment.
- 44) **Drain:** Water coursing in development faces will be done by the successful bidder by making 30 cm x 30 cm finished size drain. The drain will be prepared in Approach Cross Cuts, Footwall Drives, Extraction Drives/ Cross Cuts and/or as directed by Engineer-in-Charge. This will be kept prepared up to 15 m from the face. The concreting of the drain min. 75 mm thick (bottom and road side) shall be done by the Successful Bidder in Approach Cross Cut, Main Foot Wall Drive and in any other Drive as required as per the instructions of the Engineer-in-Charge.
- 45) **Ventilation:** Surda Mine is ventilated by two mechanical ventilators, one for the northern side of the mine and another for southern side. The successful bidder shall be responsible for carry out ventilation network modelling and simulation studies for designing and

reorganizing the ventilation system for improvement of work place environment in mine as per statutes.

46) **Detailed scope of work of Diamond drilling for Surda Mine:**

**Diamond Drilling:** Electrically driven drilling machine and water pump are to be used in the contract. The job comprises AX size definition diamond drilling bore holes core dia: 28.50 mm) are to be drilled at Surda Mine. Length of the holes varies from 20 m to 100 m, angle of bore holes may vary from horizontal to vertical (both upward / downward directions) with core recovery of minimum 90%. Core recovery will be calculated either month-wise or RA bill period-wise. Core obtained from bore holes should be systematically numbered / indexed, arrow marked and arranged in the core boxes brought by the Successful Bidder and carried to the surface sampling station and stacked at an earmarked place. In case of any disturbance caused to the sequence of core, the boreholes have to be re-drilled and the cost of re-drilling will be borne by the successful bidder. The core shall be colored photographed for records. These photograph shall be indexed serially bore hole wise. The album of the core photographed shall be made available to HCL.

The depth of each borehole will be measured in the presence of Engineer-in-Charge or his representative. Measurement of bore-hole deviation by multi-shot borehole camera or similar state of art technology recording degrees, minutes and seconds at every 10 m depth interval, which may also be decided by the Engineer-in-Charge as per the requirement. The contractor shall provide the film of measurement to the Engineer-in-Charge.

The successful bidder will arrange for the detailed Core logging, (including lithological details, structural features e.g. joints, veins, foliation, mineralization pattern, visual estimation of rock components and other associated minerals, Rock Quality Designation (RQD) etc, core splitting sample preparation in the format provided by the Engineer-in-Charge.

The successful bidder will ensure that logger (Geologist) will be deployed and would possess post graduate degree in Geology from a recognized institute. The geological logging work will have to be neat and clean with visible best possible hand writing; will have to be to the



entire satisfaction of the Engineer-in-Charge and successful bidder will have to obtain approval at the end of the logging.

Sampling of core will be at every one meter of the run. In the mineralized portion the sample length shall depend upon the intensity of mineralization, wherein the sample length may be less than one meter; however in any case the sample length shall not exceed one meter. Sample preparation shall be as per standard operating procedure.

Core sampling and processing will be as per the standard operating procedure, i.e. core will be split vertically into two identical halves as per the mineralization pattern/density, one half shall be sampled and the other half of the split core will be stored back in the core box for future reference and records. The split core shall also be colour photographed and indexed for records and made available in album form.

One half of core shall be crushed and pulverized to the required mesh size and two identical samples prepared as per standard sampling procedure. One half for chemical analysis, the other will be preserves/stored for check analysis and records for future use/reference.

The assay will be entered in the log-sheet in presence of HCL geologist(s).

All samples shall be analyzed for Cu, and two samples per borehole shall be analyzed for Pb, Zn, Ni, Co, Cd, Bi, Sb, Mo, Si, Al, Mg, K, Na, Ca, Ag, Au, Fe, Cr, LoI, etc. by high resolution analytical tools besides copper. Chemical analysis to be carried out at reputed recognized laboratories, which shall also be cross checked at random by HCL.

The successful bidder will then arrange for drawing and plotting of the bore hole data along with deviation if any in the plans and sections at different scales as per zones and sub zones provided by the Engineer-in-charge.

Leveling of drill position, removal of nearby debris and good housekeeping will be done by the successful bidder. Accuracy is the essence of the work, in no case any underplay with the accuracy will be tolerated.

Maximum on an average  $2^0$  deviations in the inclination of the hole from collar either upward or downward is allowed.

In case core recovery is poor due to poor ground / strata conditions, the

same shall be certified by the Engineer-in-Charge or his representative shall have the discretion to decide whether any concession is to be given for poor core recovery.

The bore holes are to be drilled at given locations together with maintenance and operations of drilling machine and associated work like water/ air pipe line extension and shifting of drilling machine and peripheral drilling materials to different drilling locations will be done by the successful bidder.

Drilling machine, water pump, drill rods, casings, drill bits, core barrels, spare parts, drilling accessories, materials, lubricants, tools, tackles etc required for the execution of said definition drilling will be arranged by the successful bidder at his own cost along with maintenance and operation of the drilling machine and water pump etc. Also any other or additional equipment, tools or facilities required for execution of the work under the contract will have to be arranged by the successful bidder at his own cost.

The sampling and logging will conform to internationally accepted standards, norms and format.

The successful bidder shall-

- During the initial period with the existing facilities, tailings & waste can be managed by recycling of waste water and solid waste being used back in mine. This operation has to be meticulously executed with efficiency, handling and transport system. In future the system has to be improved in the adjacent areas subject to availability of land.
- Shall maintain the ambient air quality within the standard and or standards as specified by SPCB/CPCB given below:
  - Shall submit report(s) duly monitored and issued by NABL/ISO 9001 with OHSAS 18001 accredited laboratories in compliance of above by quarterly or any other period as specified by Engineer-in-Charge.
  - Shall install and maintain Central Ground water Board/ State Ground Water Directorate approved system of rain water harvesting-cum-ground water recharge.

- Shall create and maintain new water body(ies) / remove deposit (s) of existing water body(ies) and nearby stream(s) & pond(s) and shall maintain the wholesomeness water.
- Shall grow & maintain greenery in the periphery and other available spaces and shall continue enhancing its plant density & biodiversity.
- Shall prepare environmental statement with supporting stoichiometric calculations analysis reports every year or any other period as specified by Engineer-in-Charge.
- Shall prepare and submit AAQ, Noise level monitoring report and effluent analysis report quarterly or any other period as specified by Engineer-in-Charge.
- Shall reclaim the mined out and shall develop plantation within & around the plant premises.
- Shall install water meter at specified locations, earmarked by the Engineer-in-Charge and shall record monthly readings in a bound paged book.
- Shall prepare action plan for solid / hazardous waste generation, storage, utilization and disposal from all the sources and strictly adhere to
- Shall assess impact on the water quality, both surface and groundwater and necessary safeguard measures, if any required, should be taken.
- Shall provide infrastructure facilities to workers.
- Shall prepare Risk assessment and disaster management plan for the mine.
- Shall include capital cost and recurring cost/annum for environmental and pollution control measures.

47) **Other Responsibilities:**

- i. All equipment, manpower and consumables required for executing the work shall be procured/arranged by the successful bidder at his own cost. The successful bidder shall arrange for drilling, blasting, mucking and hauling for Mine Development and Ore production both. Year of manufacture of equipment proposed to be deployed for this work should not be more than 12 months from the date of supply at the site and shall be in unused condition and its fleet capacity should match with the target, subsequent procurements to match with the enhanced

target shall also be with the new equipment only). Maintenance and procurement of all other equipment essential for their operation, maintenance and procurement of drilling accessories, spare parts and all other consumables shall be responsibility of successful bidder only. Cap lamps along with charger, racks and safety wears will also be the responsibility of the successful bidder.

- ii. The successful bidder shall submit the list of manpower separately for Ore Production and Mine Development including other activities before start of the work to the Engineer-in-Charge. The Engineer-in-Charge shall allow for the work upon his satisfaction to the sufficiency of the manpower.
- iii. Procurement of all machineries, transportation of the machineries at site, materials, tools and tackles etc. required for maintenance of equipment will be arranged by the successful bidder at his own cost. Also any other or additional equipment, tools or facilities required for execution of the work under contract will have to be arranged by the successful bidder at his own cost.
- iv. Maintenance of Rock Breaker, grizzly and track for Ore production shall be the responsibility of the successful bidder.
- v. As per requirement, Raise equipping work, including cost of material, which involves fixing of wooden plank, platforms, Mild Steel ladders (painted to avoid corrosion) at an interval of maximum 06 meters, fencing of platform with wire mesh and Compressed Air, Sump Water Delivery and Drilling Water pipeline erection as per the instructions of Engineer-in-charge shall be within the scope of the Successful Bidder.
- vi. Stone masonry wall for erecting ventilation stoppings, in stopes for wall construction, for sealing the raise mouth before filling in room & pillar stopes etc. as and when required will be done by the Successful Bidder as directed by Engineer-in-Charge or his authorized representative.
- vii. Successful Bidder has to fulfill the entire statutory requirement and has to carry out the work as stipulated under various rules framed by DGMS and any special conditions imposed by DGMS for safety of the work persons and work place.

- viii. Work shop facility required at each main level will have to be created by the Successful Bidder and the extra excavation required for this purpose will have to be done by the contractor.
- 48) **Ventilation:** It shall be successful bidder's responsibility to keep his working area well ventilated to ensure an adequate supply of air to within 4.5 meter of the face or blind end as per statutory standards applicable and make his own arrangement for procurement and maintenance of equipment's like ducts, auxiliary fans or suitable mechanical appliances, electric cables, starters, ACB/VCB, switches etc (complying to CERA-2010) for proper coursing of air.
- Successful Bidder shall arrange for regular inspection of all the areas to check proper ventilation at different workings as per statutory standards and submit the report to the Engineer-in-charge. Conducting periodical statutory ventilation survey in the area shall also be the responsibility of the successful bidder. The successful bidder shall maintain records of such survey and get countersigned by the Mines Manager.
- 49) The successful bidder at his own cost should arrange all the essential inputs required for operation/maintenance of Equipments except mention in free supply by HCL.
- 50) The successful bidder shall ensure safe working of Men & Machinery and the company shall in no way be held responsible for any damage/loss/accident etc. of any type and/or reason including blasting operations.
- 51) The successful bidder shall be liable to pay for any damage caused to the HCL's Equipment etc. due to negligence of his employees. HCL reserves the right to deduct amount of such damages caused by the successful bidder or his employees to HCL's equipment from Security Deposit lying with HCL/ running bills at that time.
- 52) Working hours shall be on 3 shifts of 8 hours per day, 6 days a week as followed at Surda Copper Mine. Total working days per month shall be the days in a month except Sunday and paid holidays. For carrying out work on Sundays / holidays, the successful bidder will

approach the Engineer-in-Charge or his representatives atleast two days in advance and obtain permission in writing.

- 53) The successful bidder should comply with all the statutory provisions as per MMR 1961 during the period of work and maintain records under the said regulation.
- 54) The successful bidder shall not be entitled to any additional cost on account of shifting of equipment from one place to another place.
- 55) The successful bidder should employ only skilled, qualified, experienced and authorized manpower for operation and maintenance of Equipment. In case of newly appointed manpower, they should undergo Vocational Training, as per statute for working in mines.
- 56) The successful bidder should conduct & provide details regarding expected Occupational & Safety Hazards. Protective measures for Occupational Safety & Health hazards so that such exposure can be kept within permissible exposure level so as to protect health of workers. Health of the workers with special reference to Occupational Health. Plan of exposure specific health status evaluation of workers; pre placement and periodical health status of workers; plan of evaluation of health of workers by pre designed format, chest x ray, Audiometry, Spirometry Vision testing (Far & Near vision, colour vision and any other ocular defect) ECG, during pre placement and periodical examinations and plan of monthly and yearly report of the health status of workers with special reference to Occupational Health and Safety. The standard set will be as prescribed by the latest Conference(s) on Safety in Mines.

57) **Operational Features:**

The successful bidder's Scope of Work shall also include all the obligations covered in various parts of "Instructions to contractors", "General Conditions", "Special Conditions" and will interalia include the following:

Design, construction, fabrication, supply, transportation to site, receipt at site including handling & storage of all mining, civil, structural, mechanical, electrical, pollution control, equipments, water supply, sewage disposal,

drainage etc. including other items will be responsibility of the selected bidder. The Scope of Work shall also include bringing in and/ or procurement and/ or deployment of new equipment and/ or plant & machinery as well as replacement of existing equipment as required. Financing of the replacement equipment shall also be the responsibility of the successful bidder.

Installation, commissioning, maintenance and operation of all equipment and/ or plant & machinery in the mine shall be the responsibility of the bidder notwithstanding whether deployed by the bidder or by HCL. The successful bidder shall arrange supply of spare parts for equipment till its rated life or till hand over of the same to HCL management after the end of contractual period, whichever is later. Equipment deployed by the successful bidder other than the existing equipment must be either of the same size or of higher size for the category of work assigned to the equipment.

The scope also includes detailed exploration, mine planning, stope designs, ventilation planning and any other work in relation to mine and Concentrator operation.

**58) Facilitation Process:**

A Joint management group between HCL & successful bidder will be constituted for direction, compliance of statutory obligation, supervision and control of mining operations. The management structure will be discussed and decided mutually.

A detailed structure & modalities for functioning of joint management group will be formulated in consultation with successful bidder after award of work. Such modalities will be flexible & subjected to review for amendment, if warranted so.

The management structure and function of different key personnel will be mutually worked out and decided before starting of the work and day to day working shall function accordingly. The day-to-day manpower and supervisory personnel, executives shall work as per direction of Project Authority of HCL as well as that of the successful bidder. Disciplinary action, if any, must be taken by HCL at contractor's request duly vetted by Joint Management Group.

The equipment and/or plant & machinery procured and financed by the successful bidder will be transferred to HCL at the expiry of the term of contract at HCL's discretion at a pre-determined value. HCL reserves the right

not to accept any movable equipment at the end of contract period, if the same, in its opinion, is not in appropriate working condition. However, HCL will accept all fixed equipment at the end of the contract period provided they are in a working condition commensurate with the quoted transfer price. Contractor shall be responsible for maintenance of equipment and would be obliged to insure for any loss or damage. The contractor would make good or pay compensation to deliver equipment in good condition.

The successful bidder will be free to follow its own procurement and other procedures.

The total inventory of the project in terms of spare parts and other materials will be available to HCL at the end of the contract term to choose from and retain the necessary items at a negotiated price for further use by HCL.

Power Supply, Illumination & communication: The successful bidder will have to arrange power for carrying out its operation. Illumination and communication will also have to be arranged by the successful bidder of its own. The successful bidder shall meet its requirement by augmenting the existing power supply, illumination and communication arrangement of the project at its own cost.

- 59) **Patents And Royalties:** The successful bidder, if licensed under any patent covering equipment, machinery, material or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this Contract, agrees to pay all royalties of matter to be used or supplied or methods and processes to be practiced or employed in the performance of the Contract is covered by a patent under which the successful bidder is not licensed then the successful bidder before supplying or using the equipment, machinery, material, composition, method or process shall obtain such licenses and pay such royalties and license fee as may be necessary for performance of the Contract. In the event the successful bidder fails to pay such royalty or obtain any such license, and any suit for infringement of such patent which is brought against the successful bidder or HCL as a result of such failure will be defended by the successful bidder at his own cost and the successful bidder will pay any damages and costs awarded in such suit. The successful bidder shall promptly notify HCL if the successful bidder has acquired knowledge of any equipment, machinery, material, process, and methods to be supplied hereunder. The successful bidder agrees



to and does hereby grant to HCL an irrevocable, royalty free license to use in any country, any invention made by the successful bidder or his employees in or as a result of the performance of the work under the Contract.

However, the Royalty for copper ore shall be paid by HCL. Other charges, statutory and otherwise such as electricity charges, water drawal charges, water cess, annual consent fees etc shall be borne by the Contractor. The successful bidder shall also ensure Ambient Air (Water, noise, dust etcalso) Quality sampling, analysis and submission of report by a NABL accredited laboratory at statutorily prescribed intervals and bear the cost of that failing which a penalty may be imposed by HCL who should undertake the same at the Contractors risk and cost.

- 60) The contractor shall make economic use of water and shall reuse the industrial water by re-circulating it in a close conduit.
  
- 61) It should not allow any spillage of tailing out of the prescribed area of storage/ usage. In case of such eventuality he has to forthwith address the same and clear the area. The Contractor has to indemnify HCL against any damage/ loss/ claim of compensation from the local villagers/ authorities.
  
- 62) The Contractor shall not violate the Indian Explosives Act and rules framed there under. Any penalties levied on HCL due to misuse/non permitted use will be recovered from the contractor with a minimum of 10% penalty due to such negligence.
  
- 63) Safety aspects to be observed by the successful bidder: Special precautions should be taken while deploying workers in the mine and Concentrator plant. Before employing any labour to the mine proper vocational training should be imparted and all rules and regulations in that regard should be strictly followed and shall ensure that:  
  
No person/vehicle shall be deployed at any place other than authorized place.  
  
All workers should obey lawful instructions of mine management.  
  
All drivers shall obey systematic traffic rules prepared by management.

Before deployment of the workers, they must be trained and briefed about safety aspects in a mine. However during course of execution of the work, if any accident occurs whether major or minor, the matter shall have to be immediately informed to mine management so that Notices of accidents in accordance of the statutes (Reg. 9 of MMR 1961) be given and other necessary steps may be taken in accordance the Mines Act 1952 and other relevant laws.

The successful bidder shall see that his workmen are strictly following the provision of safety rules and are using the safety equipments provided by the successful bidder. In case the successful bidder fails to provide the safety equipments to workers, the same shall be supplied by HCL and the cost thereof shall be recovered from the bills of successful bidder.

- 64) **Infrastructure:** HCL will be sharing its existing infrastructure with the Successful Bidder on a “as-is where is” basis at no cost to HCL.

Office buildings at site will be provided free of charges subject to availability. Residential buildings in township will be rented, subject to availability, on standard rent chargeable to HCL employees. Electricity and water will be charged at the actual rates. The buildings and other facilities are to be maintained properly by the successful bidder to the satisfaction of HCL. The contractor is required to acquaint themselves with the existing facilities and may specify the additional facilities as deemed required by it. Supply and maintenance of electricity, and water shall be the responsibility of the Contractor. Building and other facilities are to be maintained on yearly basis failing which the recovery on actual expenditure basis by HCL shall be recovered from RA bills.

- 65) **Security:** Successful bidder will be allowed to engage Security & supervisory manpower, at their own terms having no liability on HCL as already mentioned in the scope of work.

The successful bidder has to arrange its own Security at the work site for guarding HCL’s/Contractor’s equipment, copper concentrate produced etc. The necessary cost and salary & wages for such Security Guards are to be borne by the Successful bidder and shall be covered in his quoted rate.

The Successful bidder shall be responsible for internal security within the mine site and shall adhere to HCL's security regulations as may be notified to the Successful bidder.

- 66) The successful bidder shall use its best endeavour to ensure that unauthorized persons do not enter the sites.

The Successful bidder shall take all precautions to prevent break out of fire of any nature in the place or in the vicinity of his operations. He shall be responsible for all damages due to fire directly or indirectly attributable to his own activities or those of his sub-contractors.

The Successful bidder shall erect and maintain fencing and barricades required in connection with his operation to guard or protect sites of work and safety of public.

- 67) **Supply of Materials/Consumables:** The successful bidder shall at his own expense, provide all Stores, Spares materials & consumables, required for the work unless specifically mentioned otherwise and rate quoted by the contractor shall be for the finished work inclusive of all materials, consumables, spares etc. required for completion of the work as well as maintenance of equipment deployed for the work as specified in the contract.

Inventory of materials: The ownership of inventory lying with HCL on the date of handing over of mine to the Successful bidder will remain with HCL.

An inventory of all equipment/assets will be prepared by HCL and handed over to the Successful bidder who will return the inventory to HCL on expiry of Contract period in good working condition save normal wear and tear.

State of Development of Mine: The successful bidder shall maintain the mine in proper state of development. The Successful bidder, after the expiry/termination of the agreement, will hand-over the mines to the HCL in the same or better state of development in which the mine is being handed over to the successful bidder as per the plan and section of the mine jointly signed by the successful bidder and HCL at time of issuance of work order. On failure of the successful bidder to comply with this provision, HCL shall be at liberty to bring the mine to the required state of development departmentally or by

employing any other Agency and the cost thereof shall be recovered from the pending bills/security and earnest money of the successful bidder.

68) **Statutory Personnel:** The services of Mines Manager, Safety Officer, Ventilation officer, Training Officer, Mine engineer (both Mechanical & Electrical), Geologist, Welfare Officer etc. shall be provided by HCL. The Contractor shall deploy its own statutorily qualified staff that will be duly authorized by Mine Manager in respect of their area and nature of work. The contractor has to make the payment directly to the statutory staff failing which HCL will make the payment and recover from the Contractor's running bill. The contractor's officers and staff will work in close coordination with HCL's officials and particularly in respect of safety, they have to work under the guidance of Mine Manager and his other Statutory Staff. The successful bidder is also required to deploy all other statutory personnel as required under the statute.

- a) 1<sup>st</sup> class Mining engineer
- b) 2<sup>nd</sup> class Mining engineer
- c) Mine Foreman
- d) Mining Mate
- e) Short firer/ blaster
- f) Winding engine driver (1<sup>st</sup>& 2<sup>nd</sup> Class)- as per requirement
- g) Mechanical Engineer & Foremen
- h) Electrical Engineer & Supervisors
- i) Geologist
- j) HR/ Labor & Welfare Officer
- k) Training Officer, Instructors and Trainers
- l) Adequate number of First Aid trained personnel
- m) Site Dispensary with Doctor, Nurse & Para Medical Staff
- n) Rescue room and training persons for rescue as per rule.
- o) Other competent persons as required by the Indian Laws

Site Superintendent and other personnel of the successful bidder: The successful bidder shall keep during the period of agreement a competent Superintendent at the work sites and other necessary suitable and qualified personnel for smooth execution of work. The successful bidder shall employ only competent, skillful and orderly men to do the work. The Mines Manager/Mines Agent/In-charge/any executive nominated by HCL shall have right to ask the successful bidder to remove from work site any person of the successful bidder who's presence, in his opinion, is undesirable and the successful bidder will have to remove him within three hours of such orders. In extreme cases, HCL may ask successful bidder to permanently debar undesirable person from entering in the premises of HCL including all leases and working places.

- 69) **Pollution Control Measures:** The successful bidder has to take adequate pollution control measures to prevent pollution in and around the working area arising out of the different workings / operation of machineries.

The successful bidder has to install an Environment Statistics display at suitable location as decided by both parties into the Contract showing critical emission parameters within their premises.

### 1.3.5 Production & Development Schedule for Surda Mine

<b>Sl</b>	<b>Ore production</b>	<b>I year</b>	<b>II year</b>	<b>III year</b>	<b>IV year</b>	<b>V year</b>	<b>VI year</b>	<b>VII year</b>	<b>Total</b>
<b>1</b>	Copper Ore Production from Surda Mine, '000MT	317	317	400	500	500	500	500	3034
<b>2</b>	Total development in Surda Mine, in meters	634	1167	960	1384	2729	3247	2644	12765

### **Break up of development details**

<b>No.3 Shaft Surda Mine</b>	<b>1st year</b>	<b>2nd year</b>	<b>3rd year</b>	<b>4th year</b>	<b>5th year</b>	<b>6th year</b>	<b>7th year</b>	<b>Total</b>
1. Drive in Ore in Mts	225	221	390	635	680	210	Nil	2361
2. Drive in (Waste rock) Mts.	18	99	Nil	300	330	140	Nil	887

Total Drive No.3 Shaft Mts.	243	320	390	935	1010	350	Nil	3248
3. Raise in Ore Mts.	43	152	130	260	151	408	608	1752
4. Raise in ( Waste Rock) Mts	11	47	20	25	60	260	60	483
Total Raise in No 3 Shaft	54	199	150	285	211	668	668	2235
5. Drop Raise in (Waste Rock)				79				79
6. 25 S Winze in Ore Mts	70							70
7. Shaft Deepenig below 14L			5					5
8. Stripping in cum	35	35	1605	210	400	200	Nil	2480
<b>Total Development No 3 Shaft</b>	<b>367</b>	<b>519</b>	<b>545</b>	<b>1299</b>	<b>1221</b>	<b>1018</b>	<b>668</b>	<b>5637</b>
<b>Total Stripping in CUM</b>	<b>35</b>	<b>35</b>	<b>1605</b>	<b>210</b>	<b>400</b>	<b>200</b>	<b>Nil</b>	<b>2485</b>

<b>No.4 Shaft Surda Mine.</b>	<b>1st year</b>	<b>2nd year</b>	<b>3rd year</b>	<b>4th year</b>	<b>5th year</b>	<b>6th year</b>	<b>7th year</b>	<b>Total</b>
1.Drive in Ore in Mts	200	200	Nil	Nil	765	1025	330	2520
2.Drive in waste rock in Mts	Nil	265	175	20	625	760	900	2745
Total Drive in No.4 shaft.	200	465	175	20	1390	1785	1230	5265
Raise in Ore in Mts .	22	43	Nil	Nil	Nil	369	346	780
Raise in Waste Rock in Mts .	45	40	120	25	Nil	75	400	705
Total Raise in No4 Shaft in Mts	67	83	120	25	Nil	444	746	1485
Shaft Deepening below 10 L	Nil	100	120	40	Nil	Nil	Nil	260
Drop Raising in waste rock Mts	Nil	Nil	Nil	Nil	118	Nil	Nil	118
Stripping in Cum	562	860	860	640	600	150	Nil	3672
<b>Total Development No 4 Shaft</b>	<b>267</b>	<b>648</b>	<b>415</b>	<b>85</b>	<b>1508</b>	<b>2229</b>	<b>1976</b>	<b>7128</b>
<b>Total Stripping in No 4 Shaft</b>	<b>400</b>	<b>860</b>	<b>860</b>	<b>640</b>	<b>635</b>	<b>Nil</b>	<b>Nil</b>	<b>3395</b>

Grand Total Surda Mine Dev.	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	Total
Figs in Mts.								
Total Development No 3 Shaft.	367	519	545	1299	1221	1018	668	5637
Total Development No.4 Shaft	267	648	415	85	1508	2229	1976	7128
Total Dev. in Surda Mine.	634	1167	960	1384	2729	3247	2644	12765
Total Stripping in Cum in SRD	435	930	4070	1060	1435	400	Nil	8365
Stoping Tonnage MT	3,17,000	3,17,000	4,00,000	5,00,000	5,00,000	5,00,000	5,00,000	30,34,000

*Note: The above developments are tentative and subject to changes based on actual scenario.*

**Payment methodology:**

The bidders to note that this contract involves stoping and developments both in ore and waste rock.

- i. The development cost is in Rs/ meter, which includes the drilling, blasting, mucking, tramming and hoisting upto the surface. Payment for stoping is done in terms of Rs per Tonne.
- ii. Since the development ore and stoping ore are all dumped in a common ore bin in underground, coming from various areas and levels. To differentiate between the stoping ore and the development ore, the following procedure to be followed :
  - a. Each development headings at month end, depending upon the cross section is measured for the linear advance in a month, jointly with the HCL's surveyor and the successful bidders representative and volume is calculated and is multiplied by 2.89 (the Sp. Gravity of the ore) to give the tonnage broken in

each development heading. In this fashion the total development tonnage in ore whether it is raise or drive is calculated.

- b. The total development tonnage so derived is then subtracted from the total ore tonnage hoisted. The difference is the total stoping tonnage.
- c. Thus development is paid in meter and stoping in tonne.
- d. Similarly if mining is done in Room & Pillar method whose cost per tonne is different from cut & Fill stopes, similar stope measurement is done for each stope and plotted in survey plan by the surveyors and are plotted in subsequent months to know the volume broken. This volume is multiplied by 2.89 to get the tonnage of Room & Pillar stope. This tonnage is then subtracted from the total stoping tonnage to get individual tonnage for each method of mining.
- e. The development in waste rock is paid in Rs/ meter since they are separately dumped either in void stopes or hoisted separately to surface.

**Production: Once the Surda vertical shaft gets completed and connected to Surda present workings the production will rise to 9.0 lakh tonnes per year.**

HCL is in the process of obtaining necessary statutory clearances for enhancing its production capacity to 0.9 million tonne per annum. Till the expansion of Surda Mine is commissioned, ore production target will be as per schedule indicated above.



### 1.3.6 Open Items:

Certain activities under Open Items mentioned below are likely to be executed by the successful bidder as per requirement at the indicated rate during the tenure of the Contract Period:

Sl	Description of Schedule Item	Unit	Rate (INR)
1	Steel fabrication and erection in underground for various purposes	t	211806
2	Installation of Rock Bolt of 20 mm (dia) torsteel including drilling, grouting with cement with bearing plate of 6 mm thickness, 150mm x 150mm, 6" threaded nut of required size:	nos	1052
3	Shotcrete 100 mm thickness	m <sup>2</sup>	4260
4	<b>RCC:</b> Providing, transmitting, placing of RCC of M-25 nominal with 1:1.5:3 ratio (1 cement : 1.5 coarse sand : 3 graded stone aggregate using, 20 mm and 12.5 mm down screened and washed) including providing, fixing, and removal of steel shuttering plates, staging, centering, cutting, bending, binding, fixing, welding including carriage of steel reinforcement, vibrating of concrete as directed inclusive of all labour, material incidental charges etc	m <sup>3</sup>	34083
5	<b>PCC:</b> Providing, transmitting, placing PCC of M-15 grade with 1:2:4 ratio (1 cement : 2 coarse sand : 4 graded stone aggregate using, 20 mm and 12.5 mm down screened and washed) including providing, fixing, and removal of steel shuttering plates, staging, centering vibrating of concrete inclusive of all labour, cement, materials incidental charges etc	m <sup>3</sup>	29130
6	Miscellaneous excavation at any location in the mine including drilling, blasting, muck removal and disposal through vertical shaft at surface within a distance of 1 km from shaft top , ventilation, scaling down of loose rock as per approved design	m <sup>3</sup>	5107
7	Stoping by Room and Pillar method including all activity and also including rock bolting	t	757

Expenditure on account of Open Item shall be upto 5% of the initial awarded value of the Contract.

The tentative development for first 5 years are given. However, based on satisfactory performance by the contractor if any additional capital development required beyond 5<sup>th</sup> year for the entire development of the mine to enable it of 0.90 Million Tons will be

given by Engineer in charge HCL with due consultation with the contractor. Liquidated Damage will be imposed as per the formula set out in LD clause 8.6 subclause 4.

Note:

- 1) The Quantities given are indicative estimate and may vary depending upon actual requirement and detailed design in future. In case development is required of different cross section than the size mentioned in this schedule of quantities, the rate will be calculated from the nearest sizes of working available in the schedule of rates.
- 2) The total variation in cost shall be within 5% of the mine development cost during the initial 5 years period. For the remaining year, the quantity will be derived as per requirement.
- 3) The Mine Development schedule of quantities may be interchanged in ratio of rates so that the total value remains same.
- 4) Further any of the above items are interchangeable subject to the condition that there shall be no additional financial impact.

1.3.7 Operational Features: The successful bidder's Scope of Work shall also include all the obligations covered in various parts of "Instructions to Bidders", "General Conditions", "Special Conditions" and will interalia include the following:

- Design, construction, fabrication, supply, transportation to site, receipt at site including handling & storage of all mining, civil, structural, mechanical, electrical, pollution control, equipments, water supply, sewage disposal, drainage etc. including other items will be responsibility of the selected bidder. The Scope of Work shall also include bringing in and/ or procurement and/ or deployment of new equipment and/or machinery as well as replacement of existing equipment/ fixtures as required. Financing of the replacement equipment/ fixtures shall also be the responsibility of the successful bidder.
- Installation, commissioning, maintenance and operation of all equipment and/or machinery in the Surda Copper Mine shall be the responsibility of the bidder notwithstanding whether deployed by the bidder or by HCL. For all the immovable and movable equipment and/or machinery, the successful bidder shall arrange supply of spare parts for equipment.

The scope also includes development, production drilling and any other work relation to mine operation.

#### **1.4 Special Conditions of the Contract:**

- 1.4.1 The successful bidder shall ensure reliability/availability of all equipment and drilling equipment for working at Surda Copper Mine during the contract period. In case of any break down of the equipment, the same should be intimated to the Engineer-in-Charge or his representative immediately and also immediate action is to be taken to rectify/replace the equipment to achieve the monthly target.
  
- 1.4.2 The successful bidder should employ only skilled and authorized manpower for operation and maintenance of the equipment. In case of new appointment of manpower, they should undergo vocational training as per statute for working in mines at ICC Vocational training centre and must undergo Initial Medical Examination and PME.
  
- 1.4.3 The successful bidder shall ensure safe working of man & machinery and HCL/ICC shall in no way be held responsible for any damage/loss/accident etc. of any type and/or reason including blasting operations.
  
- 1.4.4 The successful bidder will be liable for any damage caused to the HCL's equipment/property etc. due to negligence of his employees.
  
- 1.4.5 The successful bidder shall not be entitled to any additional cost on account of shifting of equipment from one place to another place.

#### **1.5 Pre Qualification:**

- 1.5.1 Scope of Bid/Offer: HCL wishes to select experienced and capable bidder for Operation & Maintenance of Surda Mine along with Expansion of Surda Mine at Indian Copper Complex, Jharkhand, India over a period of seven years (excluding 4 months of mobilization period).
  
- 1.5.2 Integrity Pact: Bidders shall execute an Integrity Pact Agreement with HCL in the format annexed as **Appendix - VA** as a pre-qualification to the submission of

their bids in accordance with the tender. The duly executed Integrity Pact in original on non-judicial stamp paper of appropriate value (Rs. 50/-) shall have to be submitted to HCL along with Techno-commercial bid.

1.5.3 Eligibility of Bidders: The bidder should have to fulfill the following qualification criterion:

- 1) Financial Eligibility:
  - i) The average annual financial turnover of the bidder during the last three (3) audited consecutive financial years, shall not be less than Rs. 79 Crores (Rupees Seventy Nine Crores) or equivalent in foreign currency at Exchange rate prevalent on 31.03.2019 or 31.12.2018 for foreign bidder having calendar year as financial year, as per the audited annual accounts ending on 31.03.2019 or 31.12.2018 for foreign bidder having calendar year as financial year. Relevant documentary evidence including copies of Annual Report, containing Profit & Loss Statement and Balance Sheets for immediately preceding three (3) consecutive accounting years shall be furnished together with the Bid. Documentary evidence for the above shall be annexed to the Offer in the form of a certificate from Chartered Accountant.

In case of a Consortium, the Lead member of the consortium must have minimum 75% of the Turnover specified in Eligibility Criteria i.e. Rs 59 Crores (Rupees Fifty Nine Crores) or more.

The turnover shall be calculated as per the following formula:  
$$\text{Gross Turnover Less Excise Duty / GST/Sales Tax Less Service Tax (as applicable) OR Net Sales (as per INDAs).}$$

- ii) The Bidder (in case of consortium, the consortium) shall have positive net worth as per their latest audited financial statement ending on 31.03.2019 or 31.12.2018 for foreign bidder having calendar year as financial year. Relevant documentary evidence including copies of Annual Report, containing Profit & Loss Statement and Balance Sheets for immediately preceding three (3) consecutive accounting years ending on 31.03.2019 or 31.12.2018 for foreign bidder having calendar year as financial year shall be furnished together with the Bid. A Bidder (in case of consortium, the consortium) not having positive net worth as per their latest audited

financial statement is ineligible to participate in the tender. Further, the Net Worth on 31.03.2019 / 31.12.2018, as the case may be, should not have eroded by more than 30% in the last three years, ending 31.03.2019 / 31.12.2018.

The net worth shall be calculated based on the subscribed paid up share capital plus Share Premium Plus Free Reserve Plus unallocated Balance/ Surplus amount of profit and loss account, less (a) expenses not written off, (b) Accumulated losses in Profit and Loss account, if not reduced from reserves and surplus. The Revaluation Reserves, capital reserves and amount of intangible assets like goodwill etc. will not be taken into account while calculating the net worth.

iii) Corporate Debt Restructuring (CDR):

The bidders who have applied for / availed Corporate Debt Restructuring (CDR) in the last two (2) financial years ending 31.03.2019 are not eligible to participate in the bid.

In regards to the above clause, a certificate from Statutory Auditor by the Bidder shall be enclosed.

The bidders have to confirm that no Resolution Plan by whatever name called, has been formulated or implemented under the extent RBI Circulars / guidelines in this regard nor any insolvency proceedings has been initiated under Insolvency & Bankruptcy Code 2016. In regards to the above clause, a Certificate from Statutory Auditor by the bidder shall be enclosed.

The Bidder shall have to submit copies of relevant documents/evidences, duly certified by a Chartered Accountant as indicated above, in support of their financial eligibility along with their Techno-commercial bid.

2) Technical Eligibility:

The prospective bidder should fulfill the following technical eligibility criteria mentioned below:

A.

The bidder or one of his consortium member should have worked in a Mining organization and produced minimum 4,00,000 tonne of ore

containing any non-ferrous metal from underground mine in any consecutive 12 months period during last 7 years ending on 31.08.2019. Certified copy of proof of production from the employer / Statutory Authority shall be enclosed.

OR

B.

The bidder should have experience in blast hole drilling (115 to 165 mm dia.) and should have achieved excavation, loading and hauling of 16.5 lakh cubic meter rock in open cast Metalliferous mine from a single work in a single year (consecutive 12 months) during the last 7 years ending on 30.09.2018.

And

The open cast metal miner should have tie up with an expert agency having experience in underground metal mine planning and production scheduling activity of minimum one such project of mine capacity minimum one million ton per annum during the last 7 years ending 30.09.2018. The bidder(s) should submit the document in support of the above in the form of PO/confirmation from the employer.

The successful bidder shall ensure that the expert agency should engage at least two teams for mine production planning and project scheduling / monitoring activity throughout the contract period, on regular basis at site under intimation to the site engineers at HCL. An undertaking for the above shall be submitted before finalization of the contract.

The Bidder shall have to submit copies of all relevant documents/evidences in support of their technical eligibility, as indicated above, along with their Techno-commercial bid duly attested by the authorized signatory of the bidder.

The Bidder to submit, Organization Structure to deploy for running the mines in the initial period of the Contract as well as for enhanced target under scope of work.

- 1.6 The bidders shall enclose the following in their offer as per the forms prescribed in this tender:
  - a. Certificate(s) from the statutory auditors of the bidder as per **Appendix VI**, specifying the turnover of the bidder as per the audited annual accounts of the

consecutive preceding three financial years from the tender submission date, and also specifying that the methodology adopted for calculating such Turn over conforms to the provisions of tender.

- b. Certificate(s) from Company or client of the bidder, based on the client certificate and as per **Appendix VII** to be submitted, to showcase relevant experience in rock handling, development, production drilling in mine in the specified period, to fulfill the technical eligibility.
- c. The bidders should submit a **Power of Attorney in non-judicial stamp paper, strictly as per Appendix IV, duly notarized**, authorizing the signatory of this tender to commit the bidder.
- d. The following conditions shall be adhered to while submitting the tender:

In responding to the tender submissions, bidders should submit the required documentary evidence demonstrating their capabilities in accordance with the relevant applicable clauses of the tender.

- 1.6.1 Individual bidders / Consortium are eligible to participate in tender. The definition of consortium is as given in Article 1, i.e. Definitions and Interpretation chapter of NIT of Section II. In case of a Foreign Listed Company, bidding as a Consortium Lead Member, it must have an Indian Company, registered under the Company's Act, as one of the Consortium Members.

No Foreign Listed Company will be allowed to bid as an individual

- 1.6.2 Any entity (consortium or individual members of consortium in case of consortium) which has been barred by HCL and the bar subsists as on the date of the tender by HCL, would not be eligible to submit an offer. The bidder should submit an Affidavit declaring that no such bar has been implied by HCL.

- 1.6.3 A bidder (consortium or individual members of consortium in case of consortium) should, in the last 3 (three) years, have neither failed to perform on any contract related to HCL, as evidenced by an arbitral or judicial authority, a judicial pronouncement or arbitration award against the bidder. The bidder should submit a Affidavit declaring that no arbitration case is filed against them in this respect.

- 1.6.4 The following conditions shall be adhered to while submitting the Tender:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms is insufficient.

Alternatively, bidders may form at the prescribed forms making due provisions for incorporation of the requested information;

- (b) Information supplied by a Bidder;
- (c) In responding to the tender submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below.

#### 1.6.5 **Additional Requirements for a Consortium**

In case the Bidder is a Consortium, it shall comply with the following additional requirements:

- (a) Number of members in a Consortium will be as per requirement of the Bidder;
- (b) Subject to provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium;
- (c) Members of Consortium shall nominate the member who satisfies financial eligibility criteria as prescribed in the NIT, as the lead member (the **“Lead Member”**) of the Consortium, who shall hold minimum 75% of the specified Turnover as specified in Clause 1.5.3.1 above and as per Article 1 of Definitions and Interpretations of Section II. The nomination(s) shall be supported by a Power of Attorney, as per Appendix IV B, duly signed by both members of the Consortium.
- (d) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to their financial and technical obligations;
- (e) An individual Bidder cannot at the same time be a member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be a member of any other Applicant Consortium applying for pre-qualification;
- (f) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the format specified at Appendix IV C (the **“Joint Bidding Agreement”** or **“JBA”**), for the purpose of submitting the Bid and execute the Project in case they have been selected as the successful Bidder. The JBA, to be submitted along with the Part-I Bid, shall, *inter alia*:



- i. convey the intent to enter into the Agreement and subsequently perform all the obligations of the selected Bidder in terms of the Mine Development Agreement, in case the Project is awarded to the Consortium;
  - ii. clearly outline the proposed roles and responsibilities, if any, of each member;
  - iii. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the selected Bidder in relation to the Project in accordance with the Mine Development Agreement;
  - iv. commit that its Members would fulfill the eligibility conditions as laid down in Clause 1.5.3; and
- (g) except as provided under this NIT and the Bidding Documents, there shall not be any amendment to the JBA.
  - (h) The permissible amendments to the JBA under the NIT and bidding documents shall be only with prior written consent of HCL.

1.6.6 The following conditions shall be adhered to while submitting the Bid:

- (a) The Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms is insufficient. Alternatively, Bidders may format the prescribed forms making due provisions for incorporation of the requested information;
- (b) In case the Bidder is a Consortium, each member should substantially satisfy the pre-qualification requirements to the extent specified herein.

1.6.7 **Change in composition of the Consortium:** Change in the composition of a Consortium will not be permitted by HCL after opening of Part-I bid and during any of its evaluation stage.

## 1.7 Number of Tender/Offer and cost thereof

The bidders shall be responsible for all the costs associated with the preparation of their tenders and their participation in the bidding process. HCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

- 1.8 The Contract sets forth the detailed terms and conditions for the work, including the scope of the selected bidder's services and obligations.
- 1.9 The statements and explanations contained in this tender are intended to provide a better understanding to the bidders about the subject matter of this tender and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contactor set forth in the Contract.
- 1.10 Any omissions, conflicts or contradictions in the bidding documents including this tender are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by HCL.
- 1.11 HCL shall receive bids pursuant to this tender in accordance with the terms set forth hereunder and other documents that may be provided by HCL pursuant to this tender, including any modification, alteration, amendment or clarification that may be issued by HCL from time to time (collectively the "Bidding Documents"), and all bids shall be prepared and submitted in accordance with the terms of the bidding documents within the due date of submission.

## **1.12 Brief description of Bidding Process**

- 1.12.1 HCL has adopted a two-part process (collectively referred to as the "Bidding Process") for the selection of the bidder for award of the work. The first bid (the "Technical Qualification Stage") of the process involves the qualification of interested parties in accordance with the provisions of the pre-qualification criteria and the second bid is the price bid. Both the bids have to be submitted on the date of tender submission.

The second bid will be opened only for those bidders who have qualified techno-commercially in the first bid. In case it necessitates any change in the scope of work or change in the terms & conditions on the tender for some valid reasons, after opening of the tender, HCL at its sole discretion reserves the right to give an equal opportunity to the bidders to revise price bid (Part-II) of their offers, if they so desire, depending on the change in the scope of work/terms & conditions. At the bid stage, the aforesaid qualified bidders (hereinafter referred to as the "Bidders") are being called upon to witness price bid opening. The bid shall be valid for a period of not less than **180 (one hundred and eighty) days** from the bid due date and may be extended by another 30 (thirty) days, if required by HCL.

- 1.12.2 The bidding documents include the Contract as well as all the other appendices as annexed to this tender and all the aforesaid documents and any addenda issued subsequent to the issue of this tender, but before the bid due date, will be deemed to form part of the bidding documents.

1.12.3 The bidder is required to deposit, along with its bid, a bid security as per Clause 2.14. The bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.12.4 **Site visit:** Site visit is mandatory before submission of bid. Bidders have to submit a certificate confirming to have visited the site, duly countersigned by HCL/ICC’s Unit Head or his representative in the prescribed format as appendix IX C.

1.12.5 Any query or request for additional information concerning this tender shall be submitted by e-mail to the officer designated at clause 2.6.4.

### 1.13 Schedule of Bidding Process

HCL shall endeavour to adhere to the schedule provided for under this clause. However, in case HCL in its sole discretion undertakes any modification in the schedule specified below, the same will be conveyed through HCL website only. Hence, bidders are requested to periodically visit HCL website for any notification.

Sl.	Event Description	Dates
1.	Issuance of tender	10.08.2019
3.	Issue of amendments (if any)	To be published in HCL website / cpp portal
4.	Date of Pre-bid meeting	26.08.2019 3:00PM
5.	Starting date of Bid Submission	10.09.2019 10:00AM
6.	Closing date of bid submission	24.09.2019 3:00PM
7.	Opening of Part-I bid	25.09.2019 3:30PM
8.	Opening of Price Bid	To be intimated to the qualified bidders
9.	Issue of LOI/WO	To the successful bidder

## 2. INSTRUCTIONS TO BIDDERS

### a. GENERAL

#### 2.1 Site visit and verification of information:

2.1.1 Bidders must visit the work site and ascertain for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data,

applicable laws and regulations, and any other matter considered relevant by them before submission of bid.

- 2.1.2 For this purpose, bidders shall communicate to HCL via notice/e-mail indicating their intention to visit the site along with the intended date of visit and the details of their visiting representatives at least 3 (three) days before their intended visit.

HCL shall communicate its response to the interested bidders who are planning to visit the work site at the earliest approving the date of visit or may specify another date as it may consider suitable.

- 2.1.3 It shall be deemed that by submitting a bid, the bidder has complete understanding of the work and only after that the bidder has :

- a) Made a complete and careful examination of the bidding documents;
- b) Received all relevant information requested from HCL;
- c) Satisfied itself about all matters, things and information
- d) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. by the bidders from HCL, or a ground for termination of the Contract;
- e) Acknowledged that it does not have a Conflict of Interest; and
- f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

- 2.1.4 HCL shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender, or the bidding process, including any error or mistake therein or in any information or data given by HCL.

## 2.2 **Verification and Disqualification**

- 2.2.1 HCL reserves the right to verify all statements, information and documents submitted by the bidder in response to the tender or the other bidding documents and the bidder shall, when so required by HCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by HCL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of HCL there under.

- 2.2.2 HCL reserves the right to reject any bid and appropriate the bid security if:

- a. at any time, a material misrepresentation is made or uncovered, or

- b. the bidder does not provide, within the time specified by HCL, the supplemental information sought by HCL for evaluation of the Bid.
- c. no deviations shall be mentioned in the price bid or any part of the tender document, otherwise the offer will be summarily rejected.

Such misrepresentation/improper response shall lead to the disqualification of the bidder.

In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if LOI has not been issued to such bidder, and if the selected bidder has already been issued the LOI or the selected bidder has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this tender, be liable to be terminated, by a communication in writing by HCL to the selected bidder, without HCL being liable in any manner whatsoever to the selected bidder. In such an event, HCL shall forfeit, invoke and appropriate the Bid Security, or the Performance Security and/or the payments made by the selected bidder as per the Contract, as the case may be, as damages, without prejudice to any other right or remedy that may be available to HCL under the bidding documents and/or the Contract, or otherwise.

- 2.2.3 The Contract to be executed by the successful bidder as given in section II as part of the Bidding documents shall be deemed to be part of this tender.

### 2.3 Clarifications

- 2.3.1 HCL shall endeavour to respond to the questions raised or clarifications sought by the bidders. However, HCL reserves the right not to respond to any question or provide any clarification and nothing in this clause shall be taken or read as compelling or requiring HCL to respond to any question or to provide any clarification.
- 2.3.2 HCL may, if deemed necessary by HCL, issue interpretations and clarifications to all bidders. All clarifications and interpretations issued by HCL shall be deemed to be part of the bidding documents. Verbal clarifications and information given by HCL or its employees or representatives shall not in any way or manner be binding on HCL.
- 2.3.3 However, queries or requests for clarifications shall be accepted from bidders by HCL only upto 10 days prior to Bid submission due date.

## 2.4 **Amendment of Tender**

- 2.4.1 Before bid due date, HCL may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the tender by the issuance of addendum.
- 2.4.2 Any addendum thus issued will be intimated to the bidders by uploading on HCL website only.
- 2.4.3 In order to afford the bidders a reasonable time for taking an addendum into account, or for any other reason, HCL may, extend the bid due date.

## **b. PREPARATION AND SUBMISSION OF BIDS**

- 2.5 The following may please be noted by the bidders:
  - 1) Bidders already having DSC or already registered in CPP for e procurement for tendering in any other organization, can use the same for HCL.
  - 2) No Techno-Commercial document is to be submitted offline.
  - 3) EMD to be submitted in RTGS/NEFT form only. No DD to be submitted as EMD. In case of EMD in BG form, the original to be submitted in hard copy at HCL address mentioned in the NIT.
  - 4 ) Bidder has to check Corrigendum uploaded against the TE from time to time on cpp portal and resubmit their bids in case of any change in their offer due to the corrigendum, before the final bid submission date/time.
  - 5) For bidders registration or Bid submission Procedure is also available “Bidder Manual Kit” in <https://etenders.gov.in/eprocure/app>

### A. Registration procedure:

- 1. Please visit the Link <https://etenders.gov.in/eprocure/app>
- 2. Click on ‘Online Bidder Enrollment’.
- 3. Put your Login ID (Enter email address for login id. eg: [abc@nic.com](mailto:abc@nic.com). Care may be taken to enter valid e-mail ID. This information will be kept confidential. The login ID cannot be modified once registered.)
- 4. Put your correspondence Id. (Correspondence Email ID can be same as your Login ID.)
- 5. Put your Mobile Number (Note: As Mobile and Email are the modes of correspondence, ensure that mobile no and email id provided is correct.)
- 6. Fill rest of the form containing firm’s details like name, address, PAN etc. to register as bidder. For enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II/ Class III Certificates with signing key usage)

issued by any Certifying Authority recognized by CCA India (e.g.Sify / nCode / eMudhra etc.), with their profile.

**B. Bid Submission Procedure :**

(Only by bidders having valid Digital Signature Certificate –DSC)

1. Please visit the Link <https://etenders.gov.in/eprocure/app>
2. Enter your login ID & Captcha
3. Enter password & Captcha
4. Click to DSC Login & enter PIN.
5. Click at ‘Search Active Tenders’.
6. Enter Tender ID & other search criteria & then Click ‘Search’ to search the Tender.
7. Upon finding the desired Tender, click the checkbox to mark the Tender as ‘favorite’.
8. Click on ‘My Tenders’ on left hand side menu panel to find out the favorite Tender list.
9. View the desired Tender by clicking logo under ‘View’ column. Tender details will appear.
10. Scroll down the page containing Tender details.
11. Download the NIT & Bid-of-Quotation (BOQ) from ‘Tender Documents’ section.
12. Click ‘Proceed for Bid Submission’ to proceed ahead.
13. Tick ‘I Agree’ & ‘Next’ to proceed further.
14. Update personal details & click ‘Next’ to proceed ahead.
15. Select EMD Exemption status (Yes OR No) & proceed ahead by clicking ‘Next’.
16. If No, Click ‘Pay Offline’.
17. Click ‘Confirm to Pay’.
18. Enter EMD details in ‘Specify Instruments for EMD Offline Payment’ & save. Click ‘Next’.
19. Click ‘Submit OID’ then click ‘Submit Other Important Documents’.
20. Click ‘Encrypt & Upload’ to upload cover documents.
21. Click folder logo in ‘Fee/PreQual/Technical’ box to upload technical cover documents.
22. As new window opens, click ‘Browse’ to select & attach the documents.
23. After selecting the documents, sign & upload them digitally by clicking ‘Sign & Upload’.
24. Click ‘Ok’ in the message pop-up box to proceed ahead.

25. As window again goes back, click folder logo in 'Finance' box to upload Financial docs.
26. As new window opens, click 'Browse' to select & attach the documents (Bid-of-Quotation/ BOQ)
27. After selecting the documents, sign & upload them digitally by clicking "Sign & Upload".
28. Click 'Ok' in the message pop-up box to proceed ahead.
29. Click 'Next' in Bid Submission -> Packet Details window to proceed ahead.
30. View Bid details and scroll down to check the same.
31. If all correct, click 'Freeze Bid' to lock/freeze your offer.
32. Click 'Print Acknowledgement' & 'Print Bid Details' to print the same & keep it for record.

NB: You do not require registering again for different tender enquiries of HCL. Registration on the website is free of cost.

GePNIC Contact Person:

Important 1: For Registration related issues, all tenderers are requested to contact: Mr. Sk Imran, Mobile Number: 91 8777791736

or Support e-mail : [support-eproc@nic.in](mailto:support-eproc@nic.in)

Important 2: For Bidding related issues, please call NIC Help Desk Number: 0120-4200 462, 4001 002, 4001 005, 6277 787 Sealing and Marking of Techno Commercial Bid (Part-I)

### **Format and Signing of Techno Commercial Bid (Part – I):**

The bidder shall provide all the information sought under this tender. HCL will evaluate only those bids that are received in the prescribed formats and complete in all respects.

The bid shall be typed or written in indelible ink and signed by the authorized signatory of the bidder who shall also sign each page. All the alterations, omissions, additions or any other amendments made to the bid shall be initialed by the person(s) signing the bid.

## **2.6 Techno Commercial Bid (Part-I)**

2.6.1 The bidder shall submit the bid in two parts (Part-I & Part-II) in <https://etenders.gov.in>:

a. Part-I of the bid, shall consist of:

i. Covering letter in the format specified under the schedule as **Appendix-I**



- ii. Details of the bidder in the format prescribed at **Appendix-II**
  - iii. The Bid Security in the format prescribed at **Appendix-III**, and marked as ‘**Bid Security**’ on the envelope.
  - iv. Power of Attorney for signing of bid in the prescribed format (**Appendix-IV A**).
  - v. Power of Attorney for Lead Member of Consortium in the prescribed format (**Appendix-IV B**)
  - vi. Joint Bidding Agreement in the prescribed format (**Appendix-IV C**)
  - vii. Integrity Pact Agreement (**Appendix-V&VA**)
  - viii. Proof of eligibility criteria in the format prescribed at **Appendix-VI & VII**
  - ix. Minimum no of details of equipment including make and year of make in the format prescribed at **Appendix-VIII**
  - x. Statement of Legal Capacity of the bidder in the format prescribed at **Appendix-IX A**
  - xi. Proposed Site Organization in the format prescribed at **Appendix-IX B**
  - xii. Organization Structure to deploy for running the mines and beneficiation plant activities in the initial period of the Contract as well as for enhanced target under scope of work.
  - xiii. Certificate of Site visit in the format prescribed at **Appendix-IX C**
  - xiv. A copy of the tender document with each page initialed by the person signing the bid in pursuance of the power of attorney.
- b. Submission of Part I (Techno-Commercial Bid) and Part II (Price Bid consisting of the quotation of prices) shall only be done in the e tendering Portal and no packet consisting hard copy of the Price Bid may be sent to HCL office.

2.6.2 The pages of the documents of the bid shall be numbered serially. Each page thereof shall be initialized by the authorized signatory.

2.6.3 Only in case of Bid Security in the form of Bank Guarantee, the same shall be submitted in a packet clearly bearing the following identification:

**“Tender for Development, Operation & Maintenance of Surda Mine at Indian Copper Complex, Jharkhand, India”**

and shall clearly indicate the name and address of the bidder. In addition, the bid due date should be indicated on the right hand top corner of the packet.

2.6.4 The packet shall be addressed to:

**ATTN. OF:** Executive Director (Materials & Contracts)

**ADDRESS:** Hindustan Copper Limited

‘Tamra Bhawan’

1, Ashutosh Chowdhury Avenue

Kolkata – 700 019

Email: [dkmahajan@hindustancopper.com](mailto:dkmahajan@hindustancopper.com)

2.6.5 If the envelope is not sealed and marked as mentioned above, HCL shall not assume any responsibility for the misplacement or premature opening of the bid submitted and consequent losses, if any, suffered by the bidder.

2.6.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

## 2.7 **Bid Due Date**

2.7.1 Due date of submission of Bid Documents is as per clause 1.7 at the address mentioned above and in the manner and form as detailed in this TENDER.

2.8 HCL may, in its sole discretion, extend the bid due date by issuing an addendum.

## 2.9 **Late Bids**

Bids received by HCL after the **Bid Due Date** shall not be eligible for consideration and shall be summarily rejected.

## 2.10 **Modifications/Substitution/Withdrawal of Bids**

2.10.1 Except where expressly permitted by these instructions, the bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by HCL and submitted by the bidder with or as part of his bid.

2.10.2 No bid shall be modified, substituted or withdrawn by the bidder on its submission on the bid due date.

2.10.3 Withdrawal of a bid during the interval between the deadline for submission of bids and expiration of the period of bid validity specified in the bid shall result in the forfeiture of Bid Security.

## 2.11 **Rejection of Bids**

2.11.1 Notwithstanding anything contained in the tender, HCL reserves the right to reject any bid and to annul the bidding process and reject all the bids at any time without any liability or any obligation for such rejection or annulment. In the event that HCL rejects all the bids or annuls the bidding process, it may, in its discretion invite all eligible bidders to submit fresh bids hereunder.

2.11.2 HCL 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.

2.11.3 In case of consortium, only the Lead member will register in Mjunction for submission of

bid documents. If bid submission is done by the any of the consortium members other than Lead member, the bid will be rejected.

- 2.12 **Confidentiality:** Information relating to the examination, clarification, recommendation and evaluation of the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising HCL in relation to or matters arising out of, or concerning the bidding process. HCL will treat all information, submitted as part of the bid, in confidence and will require all those who have access to such material to treat the same in confidence. HCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or HCL or as may be required by law or in connection with any legal process.
- 2.13 **Correspondence with the Bidder:** Save and except as provided in this tender, HCL shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

**c. BID SECURITY**

**2.14 Bid Security**

- 2.14.1 The Bidder shall have to furnish Rs 50.0 lakh (Rs. Fifty Lakh) only as part of its bid, a Bid Security in the form of a Bank Guarantee issued by any schedule Commercial Bank in the format at **Appendix III** and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period 60 (sixty) days, and which may be extended for a maximum period of another 30 (thirty) days, if required by HCL OR transfer EMD amount Rs 50 lakh to HINDUSTAN COPPER LIMITED bank account by NEFT/RTGS. In case of transfer by NEFT/RTGS, copy of the RTGS slip / UTR no along with date to be enclosed. The Bank account details are as mentioned below:

Name of account:	HINDUSTAN COPPER LIMITED
Cash Credit A/C no:	10373629348
Name of Bank:	State Bank of India Corporate Accounts Group Branch, Kolkata, India
Address of Bank:	34, Jawaharlal Nehru Road Reliance House Kolkata – 700 071, India
IFSC No:	SBIN0009998

In case of consortium, the bid security will be submitted by the Lead member only.

If the bid security submitted by the any other consortium members other than Lead member, the bid will be rejected.

2.14.2 HCL shall not be liable to pay any interest on the Bid Security so made and the same shall be interest free.

2.14.3 Any bid not accompanied by the Bid Security shall be summarily rejected by HCL as non-responsive subject to exemptions, if any, indicated in the tender documents.

2.14.4 HCL shall be entitled to forfeit, invoke and appropriate the Bid Security as damages inter alia in any of the events specified below. The bidder, by submitting its bid pursuant to this tender, shall be deemed to have acknowledged and confirmed that HCL will suffer loss and damage on account of withdrawal of its bid or for any other default by the bidder during the Bid validity period as specified in this tender. No relaxation of any kind on Bid Security shall be given to any bidder.

2.14.5 Under the following conditions, the Bid Security shall be forfeited, invoked as damages without prejudice to any other right or remedy that may be available to HCL under the bidding documents and/or under the Contract, or otherwise,:

- (a) If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice.
- (b) If a bidder withdraws its bid during the period of validity of bids as specified in this tender and as extended on instructions of HCL;
- (c) In the case of selected bidder, if it fails within the specified time limit -
  - (i) to sign and return the duplicate copy of the LoI; and/or
  - (ii) To do all such acts as are required under this tender or before signing of the Contract ; and/or
  - (iii)To furnish the Performance Security within the period prescribed there for.

2.14.6 The following are exempted from submission of Bid Security:

- Public Sector Undertakings /Govt. Dept/Govt. Institutions

2.14.7 Refund of Bid Security

The EMD provided by the Bidders along with the Bids should be returned to the unsuccessful Bidders within 30 days from the date of opening of price Bid / placement of purchase order / signing of the job contract, whichever is earlier. In case of selected Bidder, Bid security will be retained till Performance Security as

per Contract is submitted, subject to extension of the validity as per the requirement. In the event of the Bid of any party is rejected during the course of Techno-Commercial scrutiny and evaluation, the EMD should be returned to such Bidder immediately within seven days from the date of rejection of their offer.

## 2.15 BID PRICES

In the price bid, the bidder shall include all elements of cost strictly as per the scope of work specified in technical specification. The price shall be item wise in accordance with and as stated in the specification. The bidder will be responsible for complete execution of the job as specified in the scope of work. The rate quoted should be valid for 180 days, which may be extended by 30 days by the bidder, if required by HCL.

The bidder shall give the detail price schedule taking into consideration of all the element of work and services as covered under the scope of work. Quoted Price should be in figure.

The Contract Price is in accordance with commercial terms & conditions, stipulations, specifications, requirements and other conditions of the Contract for the estimated quantities of work and firm unit rates as given in Schedule of items.

Total Quoted Price of bidder shall include basic price, all taxes & duties, levies, freight,

Insurance etc. as applicable on base date but excluding GST.

Bidders shall quote for the entire scope on a “single responsibility” basis such that the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the tender documents in respect of the engineering, procurement, erection, testing, commissioning, construction, Insurance, mine development, ore production and execution of all the facilities in relation to the Project as defined in technical specification. This includes all requirements under the Contractor’s responsibilities for testing, pre- commissioning and commissioning of the equipment, insurance, training of Purchaser’s personnel, commissioning spares, initial fill and Lubricants, special tools and tackles, where so required by the tender documents, the acquisition of all permits, approvals and licenses, etc. up to commissioning and such other items and services as may be specified in the tender documents.

Items against which no price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items. The bidder will execute/supply such item(s) without claiming any extra amount.

Bidder are required to quote the price for the commercial and technical obligations outlined in the bidding documents. Deviations shall not be allowed for this package.

Bidder must clearly mention their Income Tax Permanent Account Number (PAN) and Bank Account Number in the offer. Supplies & Services quoted in Indian Rupee shall be quoted on “HCL, MCP Site” basis. Base Date of the Contract Price shall be the date of opening of Part I (Techno Commercial Bid) of the tender.

Bidder to quote in the “Price Schedule” in Indian Rupees only.

### **3. EVALUATION OF BIDS**

#### **3.1 Opening and Evaluation of Bids**

**3.1.1** HCL shall open the Techno Commercial Bid (Part – I) only on e tendering portal and hard copy documents of Part I received by post at HCL, as per schedule given in clause 1.13 in the presence of the bidders who choose to attend. However, in the eventuality that the day of opening of the bids becomes a non-working day due to a force majeure event, the date of opening of the bids will shift to the next working day at the same time.

Part II of the bid (“Price Bid”) shall be opened in the e tendering portal for those bidders who qualify techno-commercially as per qualifying criteria of the tender. The date and time of opening of Price Bid (Part – II) B shall be communicated in due course of time.

**3.1.2** To facilitate evaluation of bids, HCL may, in its sole discretion, seek clarifications in writing from any / all Bidder(s) regarding its Bid.

#### **3.2 Selection of Bidder**

**3.2.1** The bidder whose bid is adjudged as responsive and quoting the lowest Contract Price evaluated on the basis of quantities in Schedule of Quantity and rate, for implementation of the Work shall be declared as the selected bidder (the “**Selected Bidder**”).

3.2.2 Bids will be invited for the Project on the basis of the lowest total lump sum fee (“Contract Price”) required by a Bidder for executing the Project. Bidders shall be required to quote in the Price Bid the Contract Price that shall be charged by them for the execution of the Project. The Contract Price amount shall constitute the sole criteria for evaluation of Bids. The Project shall be awarded to the Bidder quoting the lowest Contract Price. In this tender document, the term “Lowest Bidder” shall mean the Bidder seeking the lowest Contract Price. Bidder shall quote for total/all items of price schedule. Bidder to quote in the “Price Schedule” in Indian Rupees only.

Evaluation shall be done on Total Quoted price of Price Schedule which includes Basic price, all taxes & duties, levies, freight, Insurance etc. but excluding GST. Price for Open items shall not be considered for Evaluation of Price bids.

3.2.3 After selection, a Letter of Intent (the “**LoI**”) shall be issued, in duplicate, by HCL to the selected bidder and the selected bidder shall, within 7 (seven) days of the receipt of the LoI, sign and return the duplicate copy of the LoI in acknowledgement thereof. In the event the duplicate copy of the LoI duly signed by the selected bidder is not received within the stipulated time, HCL may, unless it consents to extension of time for submission thereof, appropriate/invoke the Bid Security of such bidder as damages on account of failure of the selected bidder to acknowledge the LoI. No correspondence will be entertained by HCL from the unsuccessful bidders.

3.2.4 After acknowledgement of the LoI as aforesaid by the selected bidder, it shall cause the selected bidder to execute the Contract within the period of ten (10) days. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract.

3.2.5 The selected bidder shall, for the due and proper performance and fulfillment of its obligations during the contract period of the Work, provide Demand Draft / Pay Order / banker’s Cheque in favour of “Hindustan Copper Limited” payable at Kolkata or an irrevocable and unconditional bank guarantee from any scheduled commercial bank in India, in favour of HCL, for a sum equivalent to 5% of the total contract amount in the form set-forth in the Contract (the “**Performance Security Deposit**”). Performance Security Deposit in any other format is not acceptable. Payment shall not be released if PSD has not been deposited in totality. The Performance Security Deposit shall remain valid initially for a period of 12 months from the Appointed date and will be renewed subsequently as per Article 6 of NIT. The selected bidder shall further extend the validity of its Performance Security Deposit, if so required by HCL.

The said Performance Security Deposit shall be provided by the selected bidder within **30 (thirty) days** of the date of issue of LoI. In the event, the selected bidder

fails to provide the said Performance Security within the time period stipulated herein, HCL may forfeit the Bid Security submitted by the selected bidder along with their bid.

In addition to the above, the Retention money shall be 5% (Five percent) of the Contract amount, i.e. remaining 5% of the Security Deposit and to be recovered at the rate of 5% (five percent) from Running Bills , more so detailed under clause 6.1 of NIT.



#### **4. FRAUD AND CORRUPT PRACTICES**

- 4.1 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 issue of the LOI and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOI or the Contract, HCL shall reject a Bid, withdraw the LOI, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder or Selected Bidder, as the case may be, if it determines that the Bidder or Selected 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, HCL shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to HCL under the Bidding Documents and/or the Contract, or otherwise.
- 4.2 Without prejudice to the rights of HCL under clause 4.1 hereinabove and the rights and remedies which HCL may have under the LOI or the Contract, if a Bidder or Selected Bidder, as the case may be, is found by HCL 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 issue of the LOI or the execution of the Contract, such Bidder or Selected Bidder shall not be eligible to participate in any tender or request for proposal issued by HCL during a period of 2 (two) years from the date such Bidder or Selected Bidder, as the case may be, is found by HCL 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.
- 4.3 For the purposes of this clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of HCL who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOI or has dealt with matters concerning the Contract, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of HCL, shall be

deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Contract, who at any time has been or is a legal, financial or technical adviser of HCL in relation to any matter concerning the Project;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by HCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

**5. PRE-BID CONFERENCE**

5.1 Pre-Bid conference of the Bidders shall be convened at a designated date, time and place. A maximum of three representatives of each Bidder shall be allowed to participate.

5.2 During the course of the pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of HCL. HCL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

5.3 The Bidders are requested to submit any question/query by email to reach HCL as per 1.13 Schedule of Bidding Process.

Non-attendance at the pre-bid conference will not be a cause for disqualification of a Bidder.

**APPENDIX - I**

**Covering Letter  
(To be placed in Part I of the Bid)**

Date:

**Executive Director (Materials & Contracts)  
Hindustan Copper Limited  
1, Ashutosh Chowdhury Avenue  
Kolkata – 700019**

**Sub: Bid for Development, Operation and Maintenance of Surda Mine, Jharkhand, India**

Dear Sir,

With reference to your tender no. .... dated **xx.xx.2019**, I/We, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Work in prescribed format. The Bid is unconditional and unqualified.

1. I/We acknowledge that HCL will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Selected Bidder for the aforesaid Work, and we certify that all information provided therein is true and correct and nothing has been omitted which renders such information misleading and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying as a Selected Bidder for the implementation of the aforesaid Work.
3. I/ We shall make available to HCL any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/ We acknowledge the right of HCL to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including any addendum issued by HCL; and
  - (b) I/ We do not have any Conflict of Interest and
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with HCL or any other public sector enterprise or any government, Central or State; and

- (d) I/ We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (e) the undertakings given by me/us along with the offer in response to the Tender for the Work were true and correct as on the date of making the Tender and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
6. I/ We understand that you may cancel/annul the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Work, without incurring any liability to the Bidders.
  7. I/ We certify that in regard to matters other than security and integrity of the country, have not been convicted or indicted by a court of law and no adverse orders have been passed by a regulatory authority which could cast a doubt on our ability to undertake the Work or which relates to a grave offence that outrages the moral sense of the community.
  8. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the government or convicted by a court of law for any offence committed by us or by any of our Associates.
  9. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ Employees.
  10. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process the provisions of disqualification in terms of the guidelines referred to above are attracted, we shall intimate HCL of the same immediately.
  11. We further agree and acknowledge that the aforesaid obligations shall be in addition to the obligations contained in the Contract.
  12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by HCL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Work and the terms and implementation thereof.
  13. In the event of my/our being declared as the Selected Bidder, I/We agree to enter into a Contract in accordance that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid Contract and agree to abide by the same.
  14. I/We have studied all the Bidding Documents carefully and have also surveyed the Work site. We understand that except to the extent as expressly set forth in the tender and/or Contract, we shall have no claim, right or title arising out of any documents or information provided to us by HCL or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of the Contract.

15. The Contract Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the tender, Contract, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the work cost and implementation of the Work.
16. I/We offer a bid security of Rs 50.0Lakh only to HCL in accordance with the tender.
17. The Bid security in the form of a Demand Draft/Pay Order/Banker's Cheque/Bank Guarantee (strike out whichever is not applicable) is attached.
18. In the event of I/We being declared as Selected Bidder, I/We hereby undertake and agree to provide an irrevocable and unconditional bank guarantee as Performance Security Deposit in favour of HCL within 30 (thirty) days of the issue of LoI as per the tender.
19. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Work is not awarded to me/us or our Bid is not opened or rejected.
20. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the tender which may be extended for a maximum period of another 30 (Thirty) days, if required by HCL.
21. I/ We hereby submit our Bid for undertaking the aforesaid work in accordance with the Bidding Documents and the Contract. The prices of each item aggregating to the Contract Price are quoted by me/us as provided in the schedule annexed hereto. The said Contract Price shall be payable over the construction period and as set out in Contract. The RA bills can be payable only after receipt of security deposit.
22. I/We hereby confirm that no change has been made in any of the formats attached with tender.
23. I/We agree and undertake to abide by all the terms and conditions of the tender and confirm that there is no deviation in the terms and conditions.

In witness whereof, I/we submit this Bid under and in accordance with the terms of the tender.

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)

Name and seal of Bidder

**DETAILS OF BIDDER**

**(In case of Consortium, details of the Lead Member & other Member of the Consortium to be given in separate sheets)**

**1. IN CASE OF INDIVIDUAL:**

- 1.1 Name
- 1.2 Registration details, if any
- 1.3 Date of commencement of business
- 1.4 Permanent Account Number (PAN)
- 1.5 GST registration number
- 1.6 Copies of Balance sheet
- 1.7 HCL's Website Vendor Registration Code

**2. IN CASE OF PARTNERSHIP:**

- 2.1 Name of Partners
- 2.2 Whether the Partnership is registered or not.
- 2.3 Date of establishment of firm
- 2.4 Permanent Account Number (PAN)
- 2.5 GST registration number
- 2.6 Copies of Balance sheet
- 2.7 HCL's Website Vendor Registration Code

**3. IN CASE OF LIMITED COMPANY:**

- 3.1 Amount of paid-up capital
- 3.2 Name of Directors
- 3.3 Date of Registration of Company
- 3.4 Permanent Account Number (PAN)
- 3.5 GST registration number
- 3.6 Copies of the Balance sheet
- 3.7 HCL's Website Vendor Registration Code

(Signature, name and designation of the Authorized Signatory)

Place:

Date: Name and Seal of the Bidder

## APPENDIX – III

### Bank Guarantee for Bid Security

#### (To be placed in Part I of the Bid)

In consideration of you, Hindustan Copper Limited, having its office at 1, Ashutosh Chowdhury Avenue, Kolkata – 700019 (hereinafter referred to as “HCL”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of \_\_\_\_\_ a Company registered under the provision of the Companies Act, 2013 and having its registered office at \_\_\_\_\_ (and acting on behalf of its consortium, if applicable) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for \_\_\_\_\_, (name of the work)..... in accordance with the tender (hereinafter referred to as “the Work”) pursuant to the tender dated \_\_\_\_\_ issued in respect of the Work and other related documents (hereinafter collectively referred to as “Bidding Documents”), we, \_\_\_\_\_ (indicate the name of the bank), (hereinafter referred to as the “Bank”) at the request of \_\_\_\_\_ (Bidder), do hereby undertake to pay HCL an amount not exceeding Rs. **50.0Lakh (Rupees Fifty Lakh only)** against any loss or damage caused to or suffered or would be caused to or suffered by HCL by reason of any breach by the said Bidder of any of the terms or conditions contained in the Bidding Documents.

1. We \_\_\_\_\_ (indicate the name of the bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from HCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by HCL by reason of breach by the said Bidder of any of the terms or conditions contained in the Bidding Documents or by reason of the Bidder’s failure to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs50.0 Lakh (Rupees Fifty Lakh only)**. The Bank shall be liable to pay the said amount or any part thereof only if HCL serves a written claim on the Bank, on or before \_\_\_\_\_ (indicate date falling 180 days after the Bid Due Date).
2. We, the Bank, further agree that HCL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of HCL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between HCL and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority. Further, we undertake to pay to HCL any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any court or tribunal/relating thereto, our liability under this present being absolute and unequivocal.



The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Bidder shall have no claim against us on making such payment.

3. We, \_\_\_\_\_ (indicate the name of the bank) further agree that the guarantee herein contained shall be irrevocable and remain in full force and effect for a period of 180 (One Hundred and Eighty) days from the Bid Due Date inclusive of a claim period of 60 (Sixty) days or as extended for a maximum period of another 30 (Thirty) days as required by HCL and shall continue to be enforceable till all the dues of HCL under or by virtue of the said Bidding Documents have been fully paid and its claims satisfied or discharged or the \_\_\_\_\_ (office/Department) certifies that the terms and conditions of the said Bidding Documents have been fully and properly carried out by the said Bidder and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
4. We, \_\_\_\_\_ further agree with HCL that HCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said Bidding Documents or to extend the validity period of this guarantee or to postpone for any time or from time to time any of the powers exercisable by HCL against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said Bidding Documents and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance, act or commission on the part of HCL or any indulgence by HCL to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This guarantee will not be discharged due to the change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. It shall not be necessary for HCL to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which HCL may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
7. We, \_\_\_\_\_ (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of HCL in writing.

Dated the \_\_\_\_\_ Day of \_\_\_\_\_

For \_\_\_\_\_

(Indicate the name of bank)

**APPENDIX – IV A**

**Power of Attorney for signing of Bid  
(To be placed in Part I of the Bid)**

Know all men by these presents, We, \_\_\_\_\_ (name of the company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the “ [insert name of the work] ” proposed by the Hindustan Copper Limited (“HCL”) including but not limited to signing and submission of all Tenders, Bids and other documents and writings, participation in Bidders' and other conferences and providing information / responses to HCL, representing us in all matters before HCL, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our Bid, and generally dealing with HCL in all matters in connection with or relating to or arising out of our Bid for the said Work and/or upon award thereof to us and/or till the execution of the Contract with HCL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_DAY OF \_\_\_\_\_, 2019.

For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Witnesses:

1.

2.

Accepted

[Notarized]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the name should be under common seal affixed in accordance with the required procedure.*

- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder.*

**APPENDIX – IV B**

**Power of Attorney for Lead Member of Consortium**

**(To be placed in Part I of the Bid)**

Whereas, Hindustan Copper Limited (“HCL”) has invited Bids from bidders for Operation and Maintenance of Surda Mine & Mosaboni Concentrator plant along with Expansion of Surda Mine, Jharkhand, India.

Whereas, \_\_\_\_\_, and \_\_\_\_\_ (collectively the “Consortium”) being members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the NIT and other connected documents in respect of the work, and

Whereas, it is necessary for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the entire work and its execution.

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, M/s-----, having our registered office at \_\_\_\_\_ and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Contract, during the execution of the entire work, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the entire work, including but not limited to signing and submission of all applications, Bids and other documents and writings, participation in Bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with HCL, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the entire work and/ or upon award thereof till the Contract is entered into with HCL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by our said Attorney in

exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/  
Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS  
POWER OF ATTORNEY ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2019.

For \_\_\_\_\_

(Name & Title)

For \_\_\_\_\_

(Name & Title)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- 1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 2) Also, wherever required, the Consortium members should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Consortium members.

**APPENDIX – IV C**

**Joint Bidding Agreement**

**(To be placed in Part-I of the Bid)**

*(To be executed on Non-Judicial Stamp Paper of appropriate value)*

This Joint Bidding Agreement (the “AGREEMENT”) made at \_\_\_\_\_ on this \_\_ day of \_\_\_\_\_, 2019

**AMONGST**

{\_\_\_\_\_ Limited, a company incorporated under the Companies Act, 2013} and having its registered office at \_\_\_\_\_ (herein after referred to as “**First Part**”, which expression shall unless repugnant to the context include its successors and permitted assigns)

**AND**

{\_\_\_\_\_ Limited, a company incorporated under the Companies Act, 2013} and having its registered office at \_\_\_\_\_ (herein after referred to as “**Second Part**”, which expression shall unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

**WHEREAS:**

- A. **Hindustan Copper Limited (HCL)**, invites applications by its NIT for short-listing of bidders Operation of Surda Mine & Mosaboni Concentrator plant and Expansion of Surda Mine, Jharkhand, India, (hereinafter referred to as the “work”)
- B. The Parties are interested in jointly bidding for the work as members of a Consortium and in accordance with the terms and conditions of the NIT, and
- C. It is necessary condition under the NIT that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalised term shall, unless the context otherwise requires, have the meaning ascribed thereto under the NIT.

## **2. Consortium**

- a) The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purpose of jointly participating in the Bidding Process for the Project
- b) The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other Consortium constituted for this Project, either directly or indirectly or through any of their Constituents.

## **3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Work, it shall enter into an Agreement with HCL and for performing all its obligations as the developer in terms of the Agreement for the work.

## **4. Roles of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and under the Agreement when all the obligations under the agreement shall become effective. The role of First Part shall (in the event that it is a technical member) be \_\_\_\_\_, or (in the event that it is a financial member) be \_\_\_\_\_.
- b. Party of the Second Part shall be the Financial / Technical Member {delete as appropriate, based on who is being nominated as the Lead Member} and the role of Second Part shall be \_\_\_\_\_.

## **5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the work and in accordance with the terms of the NIT and the Agreement.

## **6. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium member is annexed to this Agreement, and will not, to the best of this knowledge

- i. require any consent or approval not already obtained;
- ii. violate any Applicable Law presently in effect and having applicability to it;
- iii. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- iv. create or impose any liens, mortgages, pledges, claims, security, interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or businesses of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- v. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- vi. there is no litigation pending, or to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement

## **7. Termination**

In case the work is awarded to the Consortium, this Agreement shall be effective from the date hereof and shall continue in full force and effect till the execution of the Completion of the work as specified under the Agreement. However, in case the Consortium is either not pre-qualified for the work or does not get selected for award of the work, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by HCL to the Bidder, as the case may be.

## **8. Miscellaneous**

- a) This Joint Bidding Agreement shall be governed by laws of India.
- b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of HCL.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.



**SIGNED, SEALED AND DELIVERED**

**For and on behalf of Lead Member by:** \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Designation: \_\_\_\_\_

Address: \_\_\_\_\_

**For and on behalf of Second Part by:** \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Designation: \_\_\_\_\_

Address: \_\_\_\_\_

*Note:*

- *The mode of execution of the Joint Bidding Agreement should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

## **APPENDIX – V**

### **INTEGRITY PACT**

#### **(To be placed in Part I of the Bid)**

The Integrity Pact (“**Pact**”) essentially envisages an agreement between the Bidder and the owner (“**HCL**”), committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Contract. Only those Bidders who have entered into such a Pact with the HCL would be qualified to submit their bids. In other words, entering into this Pact would be a preliminary qualification. The Pact shall be effective from the stage of invitation of Bids till the execution of the Contract. Thereafter, the Selected Bidder shall be required to execute a separate Integrity Pact, which shall form part of, and be appended to the Contract.

The Pact envisages a panel of Independent External Monitors (“**IEM**”) approved for HCL. The IEM is to review independently and objectively, whether and to what extent the parties have complied with their obligations under the Pact. It has right of access to all Work documentation. The IEM may examine any complaint received by it and submit a report to the CMD of HCL, at the earliest. He may also submit a report directly to the Chief Vigilance Officer and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting the provisions of the Prevention of Corruption Act. However, even though the Contract may be covered by the Pact, the Central Vigilance Commission may, at its discretion, have any complaint received by it relating to such a Contract, investigated.

The IEM on the advice of CVC has been appointed by HCL, who has been assigned by HCL to oversee implementation of the Pact relating to the Contract, in line with the terms and conditions of the Integrity Pact Agreement, to be signed between the Bidder and HCL.

**APPENDIX - VA**

**INTEGRITY PACT AGREEMENT**

Between

Hindustan Copper Limited (HCL) hereinafter referred to as “the Principal”

and

.....hereinafter referred to as “The Bidder”

**Preamble**

The Principal intends to award, under laid down organizational procedures, Contract/s of “[insert name of the work]”. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s).

In order to achieve these goals, the Principal has appointed Sri M.K.Deshmukh and Sri Narendra Kothari an Independent External Monitors (IEMs), who will monitor the tender Process and the execution of the Contract for compliance with the principles mentioned above.

**Section I – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the bidding , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the Bidding Process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Bidding Process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Bidding Process or the Contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 – Commitments of the Bidder(s)**

- (1) The Bidder(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Bidding Process and during the Contract execution.

The Bidder(s) will not, directly or through any other person or company, offer, promise or give to any of the Principal’s employees involved in the Bidding Process or the execution of the Contract

- a. or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Bidding Process or during the execution of the Contract.
  - b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Bids or any other actions to restrict competitiveness or to introduce cartelization in the Bidding Process.
  - c. The Bidder(s) will not commit any offence under the Indian Penal Code / Prevention of Corruption Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) will, when presenting his Bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from Bidding Process and exclusion from future contracts**

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the Bidding Process or take action as per the procedure mentioned in the “Guidelines on Banning of Business Dealings”.

### **Section 4 – Compensation for damages**

- a. If the Principal has disqualified the Bidder(s) from the Bidding Process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Bid Security.
- b. If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Bidder, liquidated damages/penalties of the Contract value or the amount equivalent to Performance Security.

### **Section 5 – Previous transgression**

- a. The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the Bidding Process.
- b. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Bidding Process or action can be taken against them as per the procedure mentioned in “Guidelines on Banning of Business Dealings”.

## **Section 6 - Equal treatment of all Bidders**

- a. The Bidder(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact Agreement, and to submit it to the Principal before execution of the Contract.
- b. The Principal will enter into agreements with identical conditions as this one with all Bidders,
- c. The Principal will disqualify from the Bidding Process all Bidders who do not sign this Integrity Pact Agreement or violate its provisions.

## **Section 7 – Criminal charges against violating Bidder(s)**

If the Principal obtains knowledge of conduct of a Bidder or of an employee or a representative or an Associate of a Bidder which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer of the same.

## **Section 8 - Independent External Monitor/Monitors**

- a. The Principal has appointed competent and credible Independent External Monitor (“IEM”) for this Integrity Pact Agreement. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- b. The IEM is not subject to instructions by the parties/ their representatives and performs its functions neutrally and independently. It reports to the Chairman- cum-Managing Director of HCL.
- c. The Bidder(s) accepts that the IEM has the right of access without restriction to all Work documentation of the Principal. The Bidder will also grant the IEM, upon its request and demonstration of a valid interest, unrestricted and unconditional access to his Work documentation. The same is applicable to Subcontractors. The IEM is under a contractual obligation to treat the information and documents of the Bidder(s) with confidentiality.
- d. The Principal will provide to the IEM sufficient information about all meetings among the parties related to the Work provided that such meetings could have an impact on the contractual relations between the Principal and the Bidders. The parties offer to the IEM the option to participate in such meetings.
- e. As soon as the IEM notices, or believes, that there is a violation of this Integrity Pact Agreement, it will so inform the management of the Principal and request the management to discontinue or take corrective action, or to take other relevant action. The IEM can, in this regard, submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- f. The IEM will submit a written report to the Chairman-cum-Managing Director of HCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- g. The IEM shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors of HCL.
- h. If the IEM has reported to the Chairman-cum-Managing Director of HCL, a substantiated suspicion of an offence under relevant Indian Penal Code/PC Act, and the Chairman-cum-Managing Director of

HCL has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner.

**Section 9 - Pact Duration**

This Integrity Pact Agreement begins when both parties have legally signed it. It expires for the Selected Bidder 12 (twelve) months after the last payment under the Contract, and for all other Bidders 6 (six) months after the Contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact Agreement as specified above, unless it is discharged/determined by Chairman-cum-Managing Director of HCL.

**Section 10 - Other provisions**

- a. This agreement is subject to Indian laws. Place of performance and jurisdiction is the registered office of the Principal, i.e. Kolkata.
- b. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- c. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement as to their original intentions.

\_\_\_\_\_  
(For & On behalf of the Principal)  
(Office Seal)

\_\_\_\_\_  
(For & On behalf of the Bidder)  
(Office Seal)

Witness 1: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with HCL Plants/Units shall apply for registration in the prescribed Application –Form.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by HCL Plants/Units.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order
- 2.0 **DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
  - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
  - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
  - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by HCL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
  - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
  - 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by HCL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by HCL. Besides this there would be a penalty of banning business dealings with HCL or damage or payment of a named sum.

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**GUIDELINES ON BANNING OF BUSINESS DEALINGS****CONTENTS**

<b>S.No.</b>	<b>Description</b>
1.	Introduction
2.	Scope
3.	Definitions
4.	Initiation of Banning / Suspension
5.	Suspension of Business Dealings
6.	Ground on which Banning of Business Dealing can be initiated
7.	Banning of Business Dealings
8.	Removal from List of Approved Agencies-Suppliers/ Contractors etc.
9.	Show-cause Notice
10.	Appeal against the Decision of the Competent Authority
11.	Review of the Decision by the Competent Authority
12.	Circulation of the names of Agencies with whom Business Dealings have been banned

## **1. Introduction**

- 1.1 Hindustan Copper Limited (HCL), being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. HCL has also to safeguard its commercial interests. HCL deals with *Agencies*, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of HCL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on HCL to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

## **2. Scope**

- 2.1 The General Conditions of Contract (GCC) of HCL generally provide that HCL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.3 However, absence of such a clause does not in any way restrict the right of Company (HCL) to take action / decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5 These guidelines apply to all the Plants / Units and subsidiaries of HCL.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

### 3. Definitions

In these Guidelines, unless the context otherwise requires:

*'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer'* shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. *'Party / Contractor / Supplier / Purchaser /Customer/ Bidder / Tenderer'* in the context of these guidelines is indicated as *'Agency'*.

*'Inter-connected Agency'* shall mean two or more companies having any of the following features:

If one is a subsidiary of the other.

If the Director(s), Partner(s), Manager(s) or Representative(s) are common;

If management is common;

If one owns or controls the other in any manner;

*'Competent Authority'* and *'Appellate Authority'* shall mean the following:

For Company (entire HCL) Wide Banning

The Director (Technical) shall be the *'Competent Authority'* for the purpose of these guidelines. Chairman, HCL shall be the *'Appellate Authority'* in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.

For banning of business dealings with Foreign Suppliers of imported coal/coke, HCL Directors' Committee (SDC) shall be the *'Competent Authority'*. The Appeal against the Order passed by SDC, shall lie with Chairman, as First Appellate Authority.

In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach HCL Board as Second Appellate Authority.

For Plants / Units only

Any officer not below the rank of General Manager / Addl Director appointed or nominated by the Unit Head of concerned Plant / Unit shall be the *'Competent Authority'* for the purpose of these guidelines. The Unit Heads of the concerned Plants / Unit shall be the *'Appellate Authority'* in all such cases.

For Corporate Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of M&C shall be the "Competent Authority" and Director (Technical) shall be the "Appellate Authority".

Chairman, HCL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

- 0 *'Investigating Department'* shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- 1 *'List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers'* shall mean and include list of approved / registered Agencies - *Parties/ Contractors / Suppliers / Purchasers / Customers / **Bidders / Tenderers***, etc.

#### **4. Initiation of Banning / Suspension**

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Plant / Unit / Corporate Vigilance may also be competent to initiate such action.

#### **5. Suspension of Business Dealings**

- 5.1 If the conduct of any Agency dealing with HCL is under investigation by any department (except Foreign Suppliers of imported coal/coke), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of HCL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), HCL Corporate Office alongwith the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Plants / Units and Subsidiaries of HCL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Plants / Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

**6. Ground on which Banning of Business Dealings can be initiated**

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or HCL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of HCL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;**
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (HCL) or its official in acceptance / performances of the job under the contract;

- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by Company (HCL) or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Company (HCL) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Company (HCL), forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

## **7. Banning of Business Dealings**

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including Subsidiaries. However, the Competent Authority of the Plant / Unit except Corporate Office can impose such ban unit-wise only if in the particular case banning of business dealings by respective Plant / Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct / default to beyond the Plant / Unit. Any ban imposed by Corporate Office shall be applicable across all Plants / Units of the Company including Subsidiaries.
- 7.2 For Company-wide banning, the proposal should be sent by the Plant / Unit to the CVO through the Head of the Plant / Unit setting out the facts of the case and the justification of the action proposed alongwith all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported coal/coke.

The Corporate Vigilance shall process the proposal of the Plant / Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning.

The CVO shall get feedback about that agency from all other Plants / Units. Based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Vigilance shall issue a show-cause notice to the agency conveying why it should not be banned throughout HCL.

After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the Competent Authority.

- 7.3 There will be a Standing Committee in each Plant / Unit to be appointed by Unit Head for processing the cases of “Banning of Business Dealings” except for banning of business dealings with foreign suppliers of coal/coke. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Finance, Law & M&C. Member from M&C shall be the convener of the committee. The functions of the committee shall, inter-alia include:

0 To study the report of the Investigating Agency and decide if a prima-facie case for Company-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.

1 To recommend for issue of show-cause notice to the Agency by the concerned department.

2 To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

3 To submit final recommendation to the Competent Authority for banning or otherwise.

- 7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

#### **8. Removal from List of Approved Agencies - Suppliers / Contractors, etc.**

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies

0Suppliers / Contractors, etc.

1

- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned.

- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

#### **9. Show-cause Notice**

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

- 9.2 If the Agency requests for inspection of any relevant document in possession of HCL, necessary facility for inspection of documents may be provided.

- 9.3 The Competent Authority may consider and pass an appropriate speaking order:

2

For exonerating the Agency if the charges are not established;

3

etc.

For removing the Agency from the list of approved Suppliers / Contactors,

4

For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

#### **10. Appeal against the Decision of the Competent Authority**

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

#### **11. Review of the Decision by the Competent Authority**

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Unit Head / Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Unit Head / Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

#### **12. Circulation of the names of Agencies with whom Business Dealings have been banned**

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, HCL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

12.4 Based on the above, Plants / Units may formulate their own procedure for implementation of the Guidelines **and same be made a part of the tender documents.**



**APPENDIX – VI**

**(To be placed in Part I of the Bid)**

**Information for Financial Qualification**

Name of the Bidder: -----

S. No.	Head	Year		
		2016-17	2017-18	2018-19
1.	Gross Turnover Less Excise Duty / GST/Sales Tax Less Service Tax (as applicable) OR Net Sales (as per INDAs). <b>(Rs.)</b>			

Name of Statutory Auditor's firm: \_\_\_\_\_

Seal of the Statutory Auditor's firm: (Signature, name and designation of the Authorized Signatory along with Registration Number)

Dated this \_\_\_\_ day of \_\_\_\_\_ 2019

(Name & Signature of Authorized Signatory) \_\_\_\_\_

In the capacity of \_\_\_\_\_ (position) duly authorized to sign this Tender for and behalf of \_\_\_\_\_ (name of the Bidder).

\_\_\_\_\_ (Address)

**Instructions:**

1. The Bidder shall attach copies of Audited Annual Reports for the last 3 consecutive audited financial years ending 31.03.2019 for Indian Bidder and ending 31.12.2018 for foreign bidder. The Audited Annual Reports shall:
  - a. be audited by Statutory Auditor;
  - b. be complete, including all notes to the financial statements; and
  - c. correspond to accounting periods already completed and audited (no statements for partial period shall be requested or accepted).

**APPENDIX – VII**  
**(To be placed in Part I of the Bid)**

**1. Information for Technical Qualification (Refer Pre-Qualification Criterion of the tender)**

**2. Name of the Bidder:**

S No	Particulars	Details	Remarks(If any)
1.	Name of the Organization	:	
2.	Officer- in-Charge	:	
3.	Description of Work & Quantity	:	
4.	Time Period (time period must be any 12 consecutive month period during the preceding seven (7) year period ending on the last day of the month previous to the one in which Notice Inviting Tender (NIT) is issued)	:	
5.	Period for execution of work as per work order/contract	:	
6	Actual time taken for satisfactory execution	:	
7	Actual work completed in a year	:	
8	Work Order proof	:	<b>Attached Yes/no</b>

**3. Certificate:**

We declare that all information stated in the table above is correct and complete in all respect. Any error or omission in mentioning the information shall entitle HCL, at its sole discretion, to reject our Tender.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2019

(Name & Signature of Authorized Signatory)\_\_\_\_\_

In the capacity of \_\_\_\_\_ (position) duly authorized to sign this Tender for and behalf of \_\_\_\_\_ (name of the Bidder).

\_\_\_\_\_ (Address)

The bidders are advised to use separate sheets in case there are using the experience of more than one work for satisfying Technical Eligibility Criterion.

**APPENDIX – VIII**

**Details of Equipment to be deployed**

**(To be placed in Part-I of the Bid)**

NAME OF WORK:

NAME OF THE BIDDER:

The Bidder shall submit herein details of equipment required to perform the work.

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Name and seal of Bidder

**NOTE:**

1. The Bidder should specify the bucket capacity of LHD equipment and capacity of equipment and delivery schedule, if arrangement has been made to possess the same, in remarks column.
2. The Bidder should enclose catalogue of equipment proposed to be deployed for this work.
- 3 Year of manufacture of equipment proposed to be deployed for this work should not be more than 12 months from the date of supply at the site and shall be in unused condition.
1. The spare equipment required if any shall be decided and procured by the successful bidder.

**APPENDIX – IX A**

**(To be placed in Part I of the Bid)**

**STATEMENT OF LEGAL CAPACITY**

[To be printed on the authorized Letterhead of the Bidder including full postal address, telephone no., fax no. and e-mail address]

Date:

To

[Insert the name and address]

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the Tender document.

We have agreed that \_\_\_\_\_ (insert individual's name) will act as our representative and has been duly authorized to submit the Tender. Further, the authorized signatory is vested with requisites power to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signatory, name and designation of the authorized signatory)

For and on behalf of \_\_\_\_\_

**HINDUSTAN COPPER LIMITED**

**CORPORATE OFFICE**

**KOLKATA**

**Name of work: Bid for Development, Operation and Maintenance of Surda Mine, Jharkhand, India**

Name of tenderer: \_\_\_\_\_

**PROPOSED SITE ORGANISATION**

The tenderer is to indicate herewith proposed site organization to be set up for execution of the work which should include qualified Engineers & Mine foremen for supervision of the work as per statute. It is understood that this will be augmented from time to time depending on the requirements for timely completion of work as indicated by Engineer –in Charge.

Bio-data of Site-in-Charge and key personnel including the statutory Foremen/Mate/ Blaster etc.

**NAME, ADDRESS & SIGNATURE OF THE TENDERER**

**APPENDIX – IX C**  
**HINDUSTAN COPPER LIMITED**  
**CORPORATE OFFICE**  
**KOLKATA**  
**CERTIFICATE OF SITE VISIT**

**Name of work:**        **Bid for Development, Operation and Maintenance of Surda Mine, Jharkhand, India**

Name of tenderer: \_\_\_\_\_

This is to certify that the authorised representatives of M/s..... have visited the site on / from ..... to understand the work for the purpose participating the above tendering process.

**NAME, ADDRESS & SIGNATURE OF THE TENDERER**

**COUNTER SIGNATURE OF UNIT HEAD OR HIS REPRESENTATIVE**

**APPENDIX - X**

**(PART II OF THE BID)**

**(To be submitted in e tendering portal only)**

**Appendix – X to be replaced with the updated bill of Quantity**

NAME OF WORK:

NAME OF THE BIDDER:

**A. ORE Production**

SI	Description of Schedule Item	Quantity	Unit	Rate (INR)	Amount (INR)
1	Mining of Copper ore which includes the exploring and exploitation of ore scientifically and in environment friendly way for production of copper ore through different method of stoping and development, loading, tramming, dumping, crushing (after commissioning of underground crusher), hoisting, transportation & disposal of the rock at the specified place, stope development needed to commensurate the production, supporting, stope void filling, continuous pumping & dewatering, dispatch of ore from Surda mining lease to Mosaboni concentrator plant and Mill tailings from Mosabani plant to Surda Mine.	30,34,000	t	Not to be filled in hard copy	Not to be filled in hard copy

**B. Deepening of 25 S winze**

SI	Description of Schedule Item	Quantity	Unit	Rate (INR)	Amount (INR)
1	Deepening of 3.0 m x 1.8 m finished size 25 S Winze following the H/W contact of the ore body at about 300 inclination from 13th L to below 14th level under all the conditions including sludge cleaning, drilling, blasting, muck removal and disposal to void stopes if available otherwise hoist to surface ,rock bolting, excavation of manholes as per MMR 1961, pumping of water to any extent, ventilation, scaling of loose rock supply and laying of track of 30 lb of gauge 3'(feet) on steel/RCC sleepers at maximum 1.5 m interval with round guide roller (Specifications: length 9” of both end tapered dia 9.5”, and middle portion of 7” having dia of 4”, made aluminium cast and 1.25” axle of 16” length ) mounted on floor at 5 metre interval as per	70	m	Not to be filled in hard copy	Not to be filled in hard copy

	approved design..				
2	<b>Construction of Shaft Platt:</b> Shaft Platt (2 no.) at 13 th & 14th level for 5 metre from the edge of the shaft of 6 metre wide x 3.5 metre height including drilling, blasting, muck removal and disposal to void stopes to a maximum distance 100 metre at 10th L, ventilation, scaling down of loose rock as per approved design.	10	m	Not to be filled in hard copy	Not to be filled in hard copy
3	Construction of 50T bin at 13th & 14th Level with grizzly and steel chute below the bin for loading skip.	2	nos		
4	Excavation of pump sump at 13thL of 10 m length x 6 m width x 7 m depth, north of 25 S winze and installation of an electric centrifugal pump with 125 m head complete with electricals and 4 inch GI pipe line laying through the 25S winze up to 10th L pump sump. The job includes procuring and installation of all items.	1	no		
5	<b>Fabrication &amp; Erection:</b> Fabrication & Erection : Procure, fabricate and Erection of steel structure of any size and section in shaft as per approved drawing	10	t	Not to be filled in hard copy	Not to be filled in hard copy
	<b>Sub Total B (1+2+3+4+5):</b>			Not to be filled in hard copy	Not to be filled in hard copy

### C. Deepening of Sub Incline:

Sl	Description of Schedule Item	Quantity	Unit	Rate (INR)	Amount (INR)
6	Deepening by pilot raising of size 2.4 m x 1.8 m and then widening and heightening to 4.9 m(W) x 2.3 m (H) unlined size Sub Incline 35 <sup>0</sup> inclination from 17 m below 13 <sup>th</sup> level to 14 <sup>th</sup> level (including 5 m deepening below 14 <sup>th</sup> L) ,under all the conditions including spillage/sludge cleaning, drilling, blasting, muck removal and disposal to void stopes if available otherwise hoist to surface, rock bolting, excavation of manholes as per MMR 1961, pumping of water to any extent, ventilation, scaling of loose rock , supply & laying of 60 lb track of 1m gauge on RCC/steel sleepers at maximum 1.5m interval with round guide roller (specifications : length 9" of both end tapered dia 9.5" and middle portion of 7" having dia of 4" made aluminum cast and 1.25" axle of 16"	52	m	Not to be filled in hard copy	Not to be filled in hard copy



	length) mounted on floor at 5m interval as per approved design.				
7	<b>RCC:</b> Providing, transmitting, placing of RCC of 300 mm thickness of M-25 grade at sub incline and plat from 13 <sup>th</sup> to 14 <sup>th</sup> level in sides and roof including providing, fixing, and removal of steel shuttering plates, staging, centering, cutting, bending, binding, fixing, welding including carriage of steel reinforcement, vibrating of concrete, fixing of insert plates and dowel bars as directed inclusive of all labour, material incidental charges etc. complete as per the drawing and direction of Engineer-in-charge including cost of reinforcement steel and cement.	400	m <sup>3</sup>	Not to be filled in hard copy	Not to be filled in hard copy
8	<b>Construction of Shaft Plat:</b> Shaft Plat (2 no.) from 13 <sup>th</sup> L & 14 <sup>th</sup> level for 10 meter from the edge of the shaft of 10 meter wide x 5 meter height including drilling, blasting, muck removal and disposal to void stopes to a maximum distance 100 meter at 10 <sup>th</sup> L, ventilation, scaling down of loose rock as per approved design.	20	m	Not to be filled in hard copy	Not to be filled in hard copy
9	<b>Fabrication &amp; Erection:</b> Fabricate, lower, install steel structure of various sizes and sections in the shaft for platform plat at 13 <sup>th</sup> L & 14 <sup>th</sup> L as per approved drawing.	12	t	Not to be filled in hard copy	Not to be filled in hard copy
10	Construction of 500 T ore bin at 13 <sup>th</sup> L with grizzly 1 No. and Electro hydraulic Rock Breaker, along with skip loading chute, rock bolting of the bin from inside and platforms for men to operate, bell signaling system with phone. The job includes drilling blasting, mucking and disposal via 25 S Winze to 10 <sup>th</sup> L void stopes.	1	no	Not to be filled in hard copy	Not to be filled in hard copy
11	Construction of Spillage raise with chute from 14 <sup>th</sup> L to collect the spillage out of hoisting from 13 <sup>th</sup> L ore bin along with steel chute at 14 <sup>th</sup> L to load side tipping mine car and dumping in to 14 <sup>th</sup> L 25S Winze bin to be hoist to 10 <sup>th</sup> L and dumped at 10 <sup>th</sup> ore bin.	20	m	Not to be filled in hard copy	Not to be filled in hard copy
12	Procurement and Installation of pipe lines as per approved drawing from 12 <sup>th</sup> L to 14 <sup>th</sup> L at a height of 2 meter in one side of drive including minimum two supports of each 6 meter long pipe by eye hook duly grouted on side wall and suspension of pipe by wire rope with steel clamp of suitable size.				
	i. Size 6" MS Flanged pipe with corrosion proof paint	1000	m	Not to be filled in hard copy	Not to be filled in hard copy

	ii. Drilling pipe 63 mm dia HDPE pipe	250	m	Not to be filled in hard copy	Not to be filled in hard copy
	iii. GI flanged pipe (1") of B class	250	m	Not to be filled in hard copy	Not to be filled in hard copy
	<b>Sub Total C (6 to 12):</b>			Not to be filled in hard copy	Not to be filled in hard copy

**D. Deepening of No.4 shaft.**

Sl	Description of Schedule Item	Quantity	Unit	Rate (INR)	Amount (INR)
13	Spillage cleaning and Winder Chamber excavation with rock bolting at 10 <sup>th</sup> L	400	m <sup>3</sup>	Not to be filled in hard copy	Not to be filled in hard copy
14	Rope Raise of 2.4 m x 1.8 m along with rock bolting at 10 <sup>th</sup> L	25	m	Not to be filled in hard copy	Not to be filled in hard copy
15	Conventional Raise of 2.4 m x 1.8 m for Bin along with rock bolting at 10 <sup>th</sup> L	20	m	Not to be filled in hard copy	Not to be filled in hard copy
16	Raise of 2.4 m x 1.8 m for Bin along with rock bolting at 14 <sup>th</sup> L	10	m	Not to be filled in hard copy	Not to be filled in hard copy
17	500 t Bin Raise of 2.4 m x 1.8 m below 13t L	25	m	Not to be filled in hard copy	Not to be filled in hard copy
18	Excavation at 13 <sup>th</sup> L for Ore Bin 500 t along with rock bolting	210	m <sup>3</sup>	Not to be filled in hard copy	Not to be filled in hard copy
19	Excavation at 14 <sup>th</sup> L Spillage Handling Bin (50 t)	35	m <sup>3</sup>	Not to be filled in hard copy	Not to be filled in hard copy
20	14 <sup>th</sup> L Spillage Bin Raise of 2.4 m x 1.8 m along with rock bolting	16	m	Not to be filled in hard copy	Not to be filled in hard copy
21	Deepening of No.4 shaft of 4.4 m width x 2.6 m height from 10 <sup>th</sup> level to below 14 <sup>th</sup> L at 40 <sup>0</sup> inclination .The job includes cleaning of accumulated spillage in the spillage raise at 10 <sup>th</sup> L via 1200 S Winze to 9 <sup>th</sup> L ore bin. Excavation of hoist chamber, rope raise, bin for waste rock handling with chute. Construction of a concrete wall below the spillage raise to completely block the shaft. Drilling, blasting, mucking and hoisting to 10th L and subsequent hoisting to 8th level via 1200S Winze to dispose the waste in void stopes. Installation excavation of manholes as per MMR 1961, pumping of water to any extent, ventilation, scaling of loose rock , supply & laying of 60lb track of 1m gauge on RCC/steel sleepers at maximum 1.5m interval with round guide roller	260	m	Not to be filled in hard copy	Not to be filled in hard copy

	(specifications : length 9" of both end tapered dia 9.5" and middle portion of 7" having dia of 4" made aluminum cast and 1.25" axle of 16" length) mounted on floor at 5m interval as per approved design.				
22	Installation of hoist with man riding facility with all electrical, signaling systems etc. as per DGMS guide lines. Installation of sheave wheel with suitable diameter steel rope.	1	No.	Not to be filled in hard copy	Not to be filled in hard copy
23	<b>Construction of Shaft Platt:</b> Shaft Platt (5 no.) from 10 <sup>th</sup> to 14 <sup>th</sup> level for 10 meter from the edge of the shaft of 10 meter wide x 5 meter height including drilling, blasting, muck removal and disposal to void stopes to a maximum distance 150 meter at various levels, ventilation, scaling down of loose rock as per approved design.	50	m	Not to be filled in hard copy	Not to be filled in hard copy
24	<b>RCC:</b> Providing, transmitting, placing of RCC of 300 mm thickness of M-25 grade at No 4 incline shaft and plat from 10 <sup>th</sup> to 14 <sup>th</sup> level in sides and roof including providing, fixing, and removal of steel shuttering plates, staging, centering, cutting, bending, binding, fixing, welding including carriage of steel reinforcement, vibrating of concrete, fixing of insert plates and dowel bars as directed inclusive of all labour, material incidental charges etc. complete as per the drawing and direction of Engineer-in-charge including cost of reinforcement steel and cement.	750	M <sup>3</sup>	Not to be filled in hard copy	Not to be filled in hard copy
25	<b>Fabrication &amp; Erection:</b> Fabricate, lower, install steel structure of various sizes and sections in the shaft for platform plat at 10 <sup>th</sup> to 14 <sup>th</sup> L as per approved drawing.	23	t	Not to be filled in hard copy	Not to be filled in hard copy
26	Construction of 500 T ore bin at 13 <sup>th</sup> L with pre-cast grizzly supported by steel girders of sufficient strength. Rock bolting the bin from inside, and installing an Electro Hydraulic Rock Breaker with all electricals with foundation required to install the rock breaker. The job involves drilling ,blasting rock bolting, mucking the ore and hoisting the waste through hoist and 1200 S Winze and hoisting to 8 <sup>th</sup> level and dumping in void stopes/surface.	1	no	Not to be filled in hard copy	Not to be filled in hard copy
27	Construction of 50 T bin at 14 <sup>th</sup> L No.4 Shaft with grizzly and steel chutes for loading both the skips. Inside the bin must be rock bolted.	1	no	Not to be filled in hard copy	Not to be filled in hard copy
28	Construction of spillage raise from 14 <sup>th</sup> L to hole	16	m	Not to be filled in	Not to be filled in hard copy

	through below loading chute of 13 <sup>th</sup> L. The job involves drilling, blasting mucking rock bolting etc.			hard copy	
29	Excavation of Pump sump at 13 <sup>th</sup> L, close to No. 4 shaft cross cut and Installation of electric centrifugal pump with all electrical, and laying of 4 inch delivery water line with flanges and non-return valves etc from 13 <sup>th</sup> L to 9th L pump sump with a head of 165 m. The job includes procuring and installation of all items.	420	m <sup>3</sup>	Not to be filled in hard copy	Not to be filled in hard copy
	<b>Sub Total D (13 to 29):</b>			<b>Not to be filled in hard copy</b>	<b>Not to be filled in hard copy</b>

**E. Development and Other Excavations:**

Sl	Description of Schedule Item	Quantity	Unit	Rate (INR)	Amount (INR)
30	Excavation for drive (horizontal) 3m wide x 2.4 m high at various levels including drilling, blasting, muck removal and disposal, ventilation, pumping & dewatering, scaling down of loose rocks and rock bolting (at 1.5m x 1.5m grid of 20 mm tor-steel of 1.5 m length) with bearing plat of 150x 150 mm square and 8 mm thickness having 150 mm threaded with hexagonal nut as per approved drawing.	8531	m	Not to be filled in hard copy	Not to be filled in hard copy
31	Drop raise vertical. 2.4 m x 2.4 m. Involves drilling , blasting , mucking and hoisting to the designated void stopes.	197	m	Not to be filled in hard copy	Not to be filled in hard copy
32	Excavation of raises to a size of 2 m wide x 1.8 m high, approx. 65m long, at various U/G levels including drilling, blasting, muck removal and disposal, ventilation, scaling down of loose rocks and rock bolting (at 1.2m x 1.2m grid of 20 mm torsteel of 1.5 m length) with bearing plat of 150x 150 mm square and 8 mm thickness having 150 mm threaded with hexagonal nut.	3510	m	Not to be filled in hard copy	Not to be filled in hard copy
33	<b>Diamond Drilling:</b> Underground diamond drilling of AX Size (1 3/8") coring of maximum length of 100 meter in any direction inclusive of all work as specified in tender document..	9000	m	Not to be filled in hard copy	Not to be filled in hard copy
34	Procurement, and installation of pipe lines as per approved drawing at various development headings at a height of 2 meter in one side of drive including minimum two supports of each 6 meter long pipe by eye hook duly grouted on side wall and suspension of pipe by wire				

	rope with steel clamp of suitable size.				
	a) Size 4” GI pipe with reducer & valve, coated with corrosion proof paint	15000	m	Not to be filled in hard copy	Not to be filled in hard copy
	b) Drilling pipe 63 mm dia HDPE pipe	15000	m	Not to be filled in hard copy	Not to be filled in hard copy
35	Procurement, and laying of 30 lbs track at various u/g levels on RCC/wooden sleepers with proper fish plates, nut & bolts with rail sidings, placed at 1m interval at 2' gauge with crossing including supply of accessories	17000	m	Not to be filled in hard copy	Not to be filled in hard copy
36	Procurement, and Installation of light fittings in main haulage levels at 6m interval including lighting cable, transformer etc.	500	nos	Not to be filled in hard copy	Not to be filled in hard copy
37	Construction of manholes in underground at various levels & winzes as per MMR 1961	50	nos	Not to be filled in hard copy	Not to be filled in hard copy
38	Procurement, Installation and commissioning of 60 T Weigh Bridge at surface including all civil works and all other associated jobs including procurement	1	no	Not to be filled in hard copy	Not to be filled in hard copy
	<b>Sub Total E (30 to 38):</b>			Not to be filled in hard copy	Not to be filled in hard copy
	<b>Grand Total (A to E)</b>			Not to be filled in hard copy	Not to be filled in hard copy

L1 Party shall be decided based on the overall lowest Contract Price, evaluated on the basis of Grand Total A to E value of combined work as per scope of work.

**Note:**

**The above rate will be exclusive of Goods and Services Tax (GST), Royalty, DMF and NMET. Applicable GST shall be payable by the successful bidder as per clause 8.9 a) and 8.9 b).**

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Name and seal of Bidder

**SECTION II**  
**CONTRACT**  
**BETWEEN**  
**HINDUSTAN COPPER LIMITED**

**AND**

*[Please Insert the name of the Contractor]*

**(CONTRACTOR)**

**FOR**

*[Please insert the name of the work]*

Contract For Ore Production along with Mine Operation of Surda Mine, Jharkhand, India for a period of 84 (Eighty four) months from..... to .....(excluding mobilization period of 120 days)is entered into on this the [●] day of [●] 2019 at [●] (hereinafter referred to as the “**Contract**”)

**BETWEEN:**

**HINDUSTAN COPPER LIMITED**, a company incorporated under the Indian Companies Act 1956 (hereinafter referred to either as the "**Employer** or **HCL**" which expression shall include its successors and permitted assigns) having its registered office at 1, Ashutosh Chowdhury Avenue, Kolkata – 700019 India of the **FIRST PART**;

**AND**

*[Please Insert the Name of the Contractor]*, a company incorporated under the provisions of the Indian Companies Act, 2013, having its registered office at *[Please Insert the Address of the Contractor]* or, in case of a Consortium, *[please insert the details of the consortium members]*, who have, vide a power of attorney, duly authorized *[Please Insert the Name of the Contractor]*, a company incorporated under the provisions of the Indian Companies Act, 2013, having its registered office at *[Please Insert the Address of the Contractor]*, to execute this Contract for and on their behalf collectively, hereinafter referred to as the "**Successful Bidder** or **Contractor**" (which expression shall unless repugnant to the subject or the context include its successors and permitted assigns) of the **OTHER PART**.

**WHEREAS:**

- (A) HCL is a public sector undertaking under the administrative control of the Ministry of Mines.
- (B) For undertaking the Work (as defined hereinafter), the Employer has conducted a competitive bidding process for inviting tenders from eligible parties. HCL, after evaluating the tender submitted by the parties, selected *[Please Insert the details of the Selected Bidder]* or Consortium comprising *[Please insert the details of the consortium members]* (“**Contractor**”) and issued a Letter of Intent (“**LoI**”) for the Work which was duly accepted by the Selected Bidder.

- (C) The Contractor has represented that it has the experience, expertise, capability and know-how to ensure that the Works are executed and completed in accordance with the terms of the Contract in a safe and environmentally responsible manner and that the Works will be capable of seamless integration with Related Works and be carried out on, under and over the Work Site (as defined hereinafter).
- (D) Relying upon the representations in Recital C, the Employer appoints the Contractor for execution of the Work, and the Contractor agrees to carry out and complete the Works and remedy any defects therein, on the terms and conditions of the Contract.
- (E) The Contractor acknowledges that the Employer has entered into or will enter into other contracts with other contractors and/or parties for elements of the Work (as defined hereinafter) (and not comprised in the Works) and that the Employer will have Related Works performed and that it is of paramount importance that the Works are fully and completely co-ordinated with the Related Works in view of their concurrent and sequential nature.
- (F) This Contract has been executed and delivered in accordance with the laws of India.
- (G) The terms and conditions of this Contract have been fully negotiated between the Employer and the Contractor as parties of competent capacity and equal standing.

NOW THEREFORE in reliance of the mutual covenants and agreements, HCL is desirous of regulating its relationship with the Contractor in accordance with and subject to the terms hereof and in the manner set forth herein.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

## ARTICLE - 1

### DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Contract or any documents either issued or that may be issued in connection with this Contract, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

**"Applicable Laws"** means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including any revisions, amendments or re-enactments including without limitation, the Mines Act, 1952, The Mines Rules, 1955, Mines and Minerals (Development and Regulations) Act, the Metalliferous Mines Regulations, 1961, Minimum Wages Act, and Workmen Compensation Act, PF Act including any rules, regulations and notifications made thereunder and judgments, decrees, injunctions, writs, orders and notifications issued by any court of record or any appropriate authorities, as may be in force and effect during the subsistence of the Contract.

**"Applicable Permits"** means any clearance, permit, authorization, consent, license, lease, ruling, exemption, filing, agreements, or approval, required to be obtained and maintained by the Employer and/or the Contractor from time to time, in order to implement the Work and/or to design and execute the Works in accordance with this Contract.

**"Appointed Date"** means the date of issue of Letter of Intent (LoI).

**"Approved"** shall mean approved in writing including subsequent written confirmation of previous verbal approval.

**"Bidder"** means **Bidding Company or Bidding Consortium, as defined below.**

**Bidding Company:** If the bid is made by a single corporate entity.

**Bidding Consortium:** If the bid is made jointly by corporate entities with suitable consortium agreement amongst them.

**"Bid Security"** shall mean the bid security as furnished by the Contractor in response to the tender in the format attached at Appendix III.

**"Business Day"** means a day other than a Sunday or a public holiday on which scheduled commercial banks are open for business in Rajasthan, India.

**"Change in Law"** means (i) any enactment or issuance of any new Applicable Law; (ii) any change in the interpretation or Tender of an existing Applicable Law by any Government Agency having direct authority for such interpretation or Tender; (iii) any amendment, alteration or modification of an existing Applicable Law by any Government Agency having direct authority for the enactment, enforcement or interpretation, thereof; or (iv) the repeal and re-enactment of any existing Applicable Law.



**“Commencement Date”** shall mean the date falling on the expiry of the mobilisation period of 4 months (120 days) from the date of issue of LoI.

**“Company”** means Hindustan Copper Limited (HCL) having its registered office at 1, Ashutosh Choudhury Avenue, Kolkata - 700 019, West Bengal, including its successor and assignees or its representatives. Company shall also mean the owner wherever the context so requires.

**“Completion”** means the completion of the entire scope of Work herein specified to the required standards accordance with this Contract to the satisfaction of the Engineer-in-Charge, and the terms "Complete" "Completed" "Completion" and "Completing" shall be construed accordingly.

**“Completion Certificate”** means the certificate to be issued by the Engineer-in-Charge in accordance with provision of Article 6.4 certifying Completion of the awarded Work

**"Confidential Information"** means the Contract and everything contained therein, all documentation, data, particulars of the Works and technical and/ or commercial information made by (or on behalf of) the Employer or obtained directly or indirectly from the Employer or the Employer's Representative by the Contractor or which is generated by the Contractor or any information or data that the Contractor receives or has access to as a result of the Contract, other than information which is generally available in the public domain other than by any unauthorized actions or fault of the Contractor; or which is in the possession of the Contractor with a right to disclose.

**“Consortium”** means the consortium consisting of (i) \_\_\_\_\_ and (ii) \_\_\_\_\_ formed/ acting pursuant to the joint bidding agreement dated \_\_\_\_\_.

**“Contract”** means the agreement to be entered into between HCL and the successful bidder, as recorded in the Contract Form signed by the parties, including all annexure thereto and all documents incorporated by reference therein.

**“Contract Agreement”** means the written agreement, which the contractor shall enter into the company, pursuant to the acceptance of the Tender.

**"Contractor's Documents"** means those documents to be prepared by the Contractor under the Contract including without limitation, such data, Drawings, designs, design information, descriptions, calculations, schedules, specifications, plans, samples, patterns, models, mock-ups, computer software drawings, inspection and test plans, manuals, programmes, erection and test data and all other information and documents including all eye readable or computer/other machine readable data relating to the design (to the extent required under the Contract) for execution of the Works or otherwise for the performance of the Contract.

**“Contract Period”** means the period of Contract 84 (Eighty four) months or completion of the contractual quantity, whichever is earlier, excluding 120 days of mobilization period.

**“Contract Price”** shall have the meaning ascribed in the applicable clauses in the tender.

**“Contract Payment Due Date”** means **credit period of 30 days** from the receipt of the bill for the month of completion of the job, after deduction of LD, if any.

**“Contract Payment Period”** means the period within which, payment is to be made by HCL to the Contractor for the actual work done by the Contractor during the month for which payment is sought.

**“Contractual Quantity”** means the quantity for which contract has been entered into.

**“Contract value”** means total value of the contract on date of agreement and not of date of bidding.

**“Day”** means the twenty four hours period ending at 24.00 midnight (Indian Standard Time).

**“DGMS”** means Directorate General of Mines Safety, Government of India.

**“Dispute”** shall have the meaning ascribed thereto in applicable clauses in the tender.

**“Drawings”** shall include maps, plans, sections, and tracings or prints thereof with any modifications approved in writing by the Engineer-in-charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge during the currency of the contract.

**“Emergency”** means a condition or situation that is likely to endanger the Mine safety as per Good Industry Practice on or about the Work Site/Work Facilities including safety of users thereof or which poses an immediate threat of material damage to any of the Work Site/Work Facilities.

**“Emergency Works”** shall mean and include all such works necessary to be undertaken to prevent the occurrence/ happening/ further deterioration/ damage/ disaster/ accident/ incident anticipated by the Engineer-in-Charge that could seriously affect the safety of persons/production of Mine or part thereof.

**“Encumbrance”** means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Work, physical encumbrances and encroachments on the Work Site/Work Facilities.

**“Engineer-in-Charge/HCL’s Representative”** shall mean such officer or officers having such rights and obligations set out in **Schedule I**, to be designated, deputed or authorized, by HCL for the purpose of this Contract and shall include Engineer-in-Charge’s authorized representatives.

**“Event of Default”** shall have the meaning ascribed thereto in applicable clauses in the tender.

**“Final Certificate”** in relation to a work means the certificate issued by Engineer-in-Charge after the period of liability is over.

**“Force Majeure Event”** shall have the meaning ascribed thereto in Article 9.

**“Force Majeure Period”** means, as determined by the Engineer-in-Charge, the period commencing from the date of occurrence of a Force Majeure Event and ending on (i) the date on which the Affected Party acting in accordance with the Good Industry Practice, resumes or should have resumed such of its

obligations the performance of which was excused as per terms mentioned elsewhere in the tender or (ii) the Termination Date, as applicable.

**“Good Industry Practice”** means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted internationally from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Contract and acting generally in accordance with the provisions of all Applicable laws, and would mean good engineering and mining practices in the design, engineering, expansion, construction and work management and which would be expected to result in the performance of its obligations by the Contractor and in the operation and maintenance of the Mining Facilities, in accordance with this Contract, Applicable Laws, Applicable Permits, reliability, safety, environment protection, economy and efficiency. For avoidance of doubt, it is clarified that in the event of a conflict between any Good Industry Practice and any requirement and/or standard prescribed by the DGMS, the latter shall prevail and the Contractor shall have to oblige with the provisions of the latter.

**"GoI"** means the Government of India and includes any agency, authority (including any regulatory authority) department, inspectorate, ministry or statutory person (whether autonomous or not) under the control and direction of the Government of India.

**"GoJ"** means the Government of Jharkhand and any agency, authority (including any regulatory authority) department, inspectorate, ministry or statutory person (whether autonomous or not) (including any successor therefor) under the control and direction of the Government of Rajasthan.

**“Government Agency”** means GoI, GoJ, HCL or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Contractor, the Work Site/ Work Facilities or any portion thereof, or the performance of all or any of the services or obligations of the Contractor under or pursuant to this Contract.

**“HCL”** means Hindustan Copper Limited.

**"HCL's Requirements"** means the document or documents identified as such and included in the Contract and any modifications thereof or addition thereto as may from time to time be issued by (or on behalf of) the Engineer-in-Charge in accordance with the Contract.

**“Joint Measurement Certificate”** shall have the meaning as mentioned in the NIT.

**“Lead Member”** The Lead Member, in case of a Bidding Consortium, is a member company that is responsible for execution, accountable, commission of the contract on behalf of consortium. The Lead member of the consortium must have minimum 75% of the Turnover specified in Eligibility Criteria at clause no 1.5.3.1. HCL will have all dialogue with the Lead member only during the currency of the contract, as and when required.

**“Material Adverse Effect”** means material adverse effect on (a) the ability of the Contractor to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the

provisions of this Contract and/or (b) the legality, validity, binding nature or enforceability of this Contract.

**“Material Breach”** means a breach by either Party of any of its obligations under this Contract which has or is likely to have a Material Adverse Effect on the Work and which such Party shall have failed to cure.

**“Mine”** means Surda Copper Mine at Ghatsila District, Jharkhand, India.

**“Mine Manager”** means a person authorized in writing by Owner under Section 17 of Mines Act, 1952 to be in-charge of the Mine who is responsible for the overall management, control, supervision and direction of the Mine.

**“Mobilization Period”** means the period of 4 months (120 days) from the date of issue of Letter of Intent, during which, the Contractor is required to mobilize his resources and commence the Works at the Site.

**“Modification / Alteration Order”** means an order given in writing by the Engineer-in-Charge to effect additions to or deletion from and alterations in the work.

**“Month”** means a period beginning at 00-00 hours (Indian Standard Time) on the first day of a given English calendar month and ending at 00-00 hours (Indian Standard Time) on the first day of the next succeeding English calendar month.

**“Mtpa”**, means million tonne per annum.

**“Ore Pass”** means the excavation used for transferring Ore to a lower level.

**“Owner”** means the Director (Mining) of HCL.

**“Parties”** means the parties to this Contract collectively and **“Party”** means either of the Parties to this Contract individually.

**“Period of Liability”** in relation to a Work means a period of six (6) months from the date of Completion of development work, during which the Contractor stands responsible for rectifying all defects that may appear in the Work, **i.e. development work**.

**“Person”** means (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or Government Agency or any other legal entity.

**“Preliminary Notice”** means the notice of intended Termination by the Party entitled to terminate this Contract to the other Party setting out, inter alia, the underlying Event of Default.

**“Project Manager”** means any person appointed and authorized by the Contractor, who will take decision at Work Site independently and on behalf of the Contractor during the implementation of the Contract.

**"Related Works"** means works other than the Works, performed or undertaken by the Employer or other contractors or suppliers of the Employer or any contractor employed in connection with the Work and/or services related thereto or by public or private utilities or by any Government Agency or other authorities or by any relevant authority, either prior to, concurrently or sequentially with the Works at, on, over or adjacent to the Work Site in connection with or related to the Work and which may be connected to, associated with, ancillary to or otherwise related to or relevant to the Works.

**"Representative"** means either the HCL's representative or the Contractors representative.

**"Retention money"** means the money which is hold by HCL for successful performance of the contract.

**"Rs" or "Rupees"** refers to the lawful currency of the Republic of India

**"Security Deposit"** means the deposit for security of performance of its obligations during the Contract Period to be provided by the Contractor in accordance relevant applicable clause/clauses mentioned in the tender.

**"Shift"** means the eight hours period consisting three shifts in a day of 24 hours (Indian Standard Time).

**"Site"** shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by HCL for the purpose of the contract.

**"Specifications"** shall mean all directions, various technical specification, provisions and requirements attached to the contract, which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract.

**"Successful Bidder"** means the bidder / consortium of bidders who has been awarded the work.

**"Supervision"** means upto Foreman level at mine and shall include the successive control and directions given by the Contractor in relation to contract work, during the execution of the work and services.

**"Tax"** means and includes all taxes, fees, cesses, levies that may be payable by the Contractor under any Applicable Law.

Tax shall not include any penalty, interest or other penal sum levied on or payable by the Contractor on account of non-payment, short payment or delayed payment of Tax or on account of any other default.

**"Technical Assistance"** means the provision by the Bidder for technical supervision and assistance for maintenance, operation etc. of the Equipment after the commissioning and up to the Contract Period.

**"Temporary Works"** shall mean every work which is of a temporary nature, and which the Contractor shall remove, or at the option of HCL, hand over to HCL, upon such temporary works having fulfilled the reason for which they were required by the Contractor.

**"Tender"** means collectively the tender issued to bidders including any supplements/amendments thereto and other documents, drawings, specifications, agreed variations, if any.

**“Termination”** means early termination of this Contract pursuant to Termination Notice or otherwise in accordance with the provisions of this Contract but shall not, unless the context otherwise requires, include the expiry of this Contract due to efflux of time in the normal course.

**“Termination Date”** means the date specified in the Termination Notice as the date on which Termination occurs.

**“Termination Notice”** means the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Contract

**“Tests”** means the tests to be carried out by Contractor to ascertain the safety and reliability of the Works carried out by the Contractor for the Work.

**“Tonnes”** or “tonne” or abbreviations “te” or “Te” or “T” or “t” or “MT” used in Tender in suffix of a quantity means a metric tonne of 1000 (One thousand) kilograms.

**“Work”** means engineering, procurement, construction and designing of the Works and all Related Works in relation to the Work, in accordance with the provisions of this Contract.

**“Work Agreements”** means collectively this Contract and any other material contract entered into or may hereafter be entered into by the Contractor in connection with the Work.

**“Work/ Works/ Job”** shall mean all or any portion of the entire activities to be performed in relation to the Work of hauling of rock in accordance with the scope of the work, whether supplemented or not by HCL or the Engineer-in-Charge during the progress of execution of the activities by the Contractor by explanatory instructions.

**“Work Site / Site”** means Surda Copper mine and Mosaboni Concentrator plant at Jharkhand, India where the Work is to be implemented by the Contractor in accordance with the Work Requirements or provision of any Temporary Work or for any other purpose for execution of Work.

**“Year”** year shall mean 12 months, normally financial year starting on the 1<sup>st</sup> of April of each calendar year and closing on the 31<sup>st</sup> March of the subsequent Calendar year.

## **1.2 Interpretation**

In this Contract, unless the context otherwise requires,

- a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- b) references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws which have the force of law in any State or Union Territory forming part of the Union of India;

- c) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- d) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract;
- e) the words "include" and "including" are to be construed without limitation;
- f) references to "construction" include investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction;
- g) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- h) the Schedules to this Contract form an integral part of this Contract and will be in full force and effect as though they were expressly set out in the body of this Contract;
- i) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- j) references to recitals, Articles, sub-articles, Clauses, or Schedules in this Contract shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, Clauses and Schedules of or to this Contract;
- k) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Contract from or by any Party or the Engineer-in-Charge shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party or the Engineer-in-Charge, as the case may be, in this behalf and not otherwise;
- l) Unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates.

### **1.3 Measurements and Arithmetic Conventions**

All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.

### **1.4 Ambiguities and Discrepancies**

In case of ambiguities or discrepancies within this Contract, the following shall apply:

- a) Between two Articles of this Contract, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles;
- b) Between the written description on the Drawings and the Specifications, the latter shall prevail;

- c) Between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail;
- d) Between any value written in numerals and that in words, the latter shall prevail.

### **1.5 Resolution of Inconsistencies in Contract Documents**

The provisions of the various Articles of this Contract shall prevail over those of any other documents forming part of the Contract. Should there be any discrepancy, inconsistency, error and omission or any of them arises in the Contract, the matter may be referred to the Engineer-in-Charge, who shall give his decision and issue instructions to the Contractor, directing the manner in which the work is to be carried out. The decision of the Engineer-in-Charge shall be conclusive and final and the Contractor shall carry out the work in accordance with the decision of the Engineer-in-Charge.

### **1.6 Background Information and the manner in which discrepancies are resolved**

**1.6.1** The Employer gives no warranty or undertaking as to the completeness, accuracy or fitness for purpose of any of the Background Information or the various documents that together comprise the Contract. Subject to the express provisions of the Contract, neither the Employer nor any of its agents or servants shall be liable to the Contractor in contract, tort (including negligence or breach of statutory duty), statute or otherwise as a result of:

- a) Any inaccuracy, omission, unfitness for purpose or inadequacy of any kind whatsoever in the Background Information;
- b) Any failure to make available to the Contractor any materials, documents, drawings, plans or other information relating to the Works or the Work;
- c) Any ambiguities, discrepancies, inconsistencies, divergences, design or construction impracticalities or omissions from, within, or between the documents which comprise the Contract.

**1.6.2** The Contractor warrants and represents to the Employer that:

- a) it has conducted its own analysis and review of the Background Information and that it has satisfied itself as to the accuracy, fitness for purpose and completeness of all such Background Information; and
- b) the Contractor has thoroughly examined the documents comprising the Contract and is satisfied that there are no ambiguities, discrepancies, inconsistencies, divergence, design or construction impracticalities or omissions from, within and between such documents and that such documents are accurate, complete and sufficient in all respects for the purposes of the design and execution of the Works; and
- c) after a complete and careful examination, it has made an independent evaluation of the scope of the Works required and has determined the nature and extent of the difficulties, risks and hazards that are likely to arise or may be faced by it in or about of the performance of all its obligations in the



Contract. The Contractor hereby acknowledges its responsibility in respect of all such risks and hazards and agrees that the Employer shall not be liable in respect of the same in any manner whatsoever to the Contractor whether in contract, tort, statute or otherwise.

- 1.6.3** Without prejudice if, notwithstanding the Contractor's analysis and examination of the documents comprising the Contract, any ambiguities, discrepancies, inconsistencies, divergence, design or construction impracticalities or omissions from, within or between any of the documents comprising the Contract, come to the attention of either Party, that Party shall immediately notify the other Party and HCL's Representative, specifying the ambiguity, discrepancy, inconsistency, divergence, design or construction impracticality or omission (as the case may be) and HCL's Representative shall issue instructions in regard thereto.
- 1.6.4** The Parties agree that any ambiguity, discrepancy, inconsistency, divergence, design or construction impracticality or omission as aforesaid shall not vitiate the Contract. No instruction given by HCL's Representative, shall amount to a change and the Contractor shall not be entitled to any extension of time or additional payment in respect thereof.
- 1.6.5** HCL's Requirements shall remain in the sole custody of HCL's Representative but two copies thereof shall be furnished to the Contractor free of charge. The Contractor shall provide and make at its own expense any further copies required by it.

## **ARTICLE - 2**

### **CONTRACT**

#### **2.1 Grant of Contract**

Subject to and in accordance with the terms and conditions set forth in this Contract, HCL hereby grants and authorizes the Contractor to investigate, study, design, engineer, procure, finance and carry out office/camp construction and any other work related to the awarded work in accordance with the provisions of the Contract and Good Industry Practices and to exercise and/or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Contract.

#### **2.2 Contract Period**

Duration of contract is seven (7) years from the date of issue of LoI / Work Order whichever is earlier, excluding four (4) months for mobilization and training etc. The seven years contract period will be decided based on the performance of the contractor after 3½ years excluding mobilization period and the contract period may be terminated after 5 years at the sole discretion of HCL, if the performance of the contractor in Ore Production, Mine development and Diamond Drilling is less than 80% respectively for reasons attributed to the contractor. However, this will not be applicable if the performance is less than 80% in any such cases if the reasons beyond the control of the contractor or HCL.

#### **2.3 Contractual Quantity:**

As stated in clause 1.3.5.

#### **2.4 Acceptance of Contract**

In consideration of the Contract Price agreed to be paid by HCL and other good and valuable consideration expressed herein, the Contractor hereby accepts the Contract and agrees and undertakes to implement the Work/provide and operate Work Facilities, and to perform/discharge all of its obligations as per Good Industry Practices and in accordance with Applicable Laws and the provisions hereof.

## **ARTICLE - 3**

### **CONDITIONS PRECEDENT**

#### **3.1 Conditions Precedent**

The rights and obligations of the Contractor under this Contract are subject to the satisfaction in full of the following conditions precedent to be fulfilled on or before Commencement Date unless any such condition has been waived as provided in this Article:

- a) the Contractor shall have applied for or obtained necessary Applicable Permits unconditionally or if subject to conditions then all such conditions have been satisfied in full and such Applicable Permits are and shall be kept in full force and effect for the relevant period during the subsistence of this Contract;
- b) certified true copies of all Work Agreements have been delivered by the Contractor to HCL;
- c) the Performance Security has been provided by the Contractor to HCL and the same is in full force and effect;
- d) all of the representations and warranties of the Contractor set forth in this Contract are true and correct as on date of this Contract and as on the Commencement Date;
- e) HCL shall have received from the Contractor copies (certified as true copies by an authorized officer of the Contractor) of the constitutional documents of the Contractor;
- f) HCL shall have received copies (certified as true copies by a director of the Contractor) of all resolutions adopted by the Board of Directors of the Contractor authorizing the execution, delivery and performance by the Contractor of this Contract and each of the Work Agreements;
- g) HCL shall have received from the Indian legal counsel of the Contractor a legal opinion with respect to the authority of the Contractor to enter into this Contract and the Work Agreements and the enforceability of the provisions thereof;
- h) The Contractor having executed the Integrity Pact as given in **Appendix VA**.
- i) The Contractor ensuring that its personnel have adequate insurance coverage and are medically fit (as per legal requirements for working in mines), and have adequate vocational training.

Any of the conditions precedents as set forth above may be waived fully or partially by HCL at anytime in its sole discretion.

#### **3.2 Obligation to Satisfy the Conditions Precedent**

The Contractor shall make all reasonable endeavors to satisfy the conditions precedent set out in Article 3.1 above and shall bear its respective cost and expense of satisfying such condition precedent unless otherwise expressly provided.

### **3.3 Termination upon failure to satisfy the Conditions Precedent**

If the conditions precedent are neither fulfilled on or before the Commencement Date or any other later date as may have been stipulated by HCL, nor waived, then HCL shall have the right to terminate this Contract without any liability to any Party by giving thirty (30) days' notice and Bid Security or Performance Security, as the case may be, by the Contractor shall stand forfeited.

## **ARTICLE - 4**

### **WORK SITE**

#### **4.1 Handover of Work Site**

- a) HCL shall assign work to the Contractor at the designated Work Site free from encumbrance together with the necessary right of access for the purpose of implementing the Work within 4 months (120 days) from the date of issuance of LoI.
- b) Upon the Work Site or any part thereof being handed over pursuant to the Article 4.1 (a), the Contractor shall, subject to the provisions of Article 3, have the right to enter upon, occupy and use the Work Site or part thereof delivered to it by HCL and to make at its costs, charges and expenses, such investigation, expansion, excavation and improvements in the Work Site as may be necessary or appropriate to implement the Work in accordance with the provisions of this Contract.

#### **4.2 Rights, Title and Use of the Work Site**

- a) The Contractor shall have the right to the use of the Work Site in accordance with the provisions of this Contract and for this purpose it may regulate the entry and use of the same by other parties with HCL's permission. Provided that such access or use by the Contractor and/or any other party shall not result in a Material Adverse Effect and that the Contractor shall, in the event of any physical damage to the Work Site/Work Facilities on account thereof, ensure that the Work Site/Work Facilities are promptly restored at its cost and expenses.

Provided further, that to the extent such access and use allowed to the Contractor affects the performance of any of its obligations hereunder, the Contractor shall not be deemed or construed to be in breach of its obligations nor shall it incur/suffer any liability on account thereof.

- b) The Contractor shall not part with or create any Encumbrance on the whole or any part of the Work Site save and except as set forth and permitted under this Contract.
- c) The Contractor shall not without the prior written consent or approval of HCL use the Work Site for any purpose other than for the purpose of the Work/the Work Facilities and purposes incidental or necessary thereto.

#### **4.3 Peaceful Possession**

HCL hereby warrants that:

- a) The Work Site together with the necessary access to the Work Site having been acquired through the due process of law belongs to and is vested in HCL, and that HCL has full powers to hold and deal with the same consistent, inter alia, with the provisions of this Contract and that the Contractor shall, in respect of the Work Site, have no liability regarding any compensation payment on account of land acquisition or rehabilitation/resettlement of any Persons affected thereby.
- b) The Contractor shall, subject to complying with the terms and conditions of this Contract, execute work at the designated work site during the contract period. In the event the Contractor is obstructed

by any Person claiming any right, title or interest in or over the Work Site or any part thereof or in the event of any enforcement action including any attachment, distain, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in/ charge on the Work Site or any part thereof, HCL shall, if called upon by the Contractor, defend such claims and proceedings and also keep the Contractor indemnified against any consequential loss or damages which the Contractor may suffer, on account of any such right, title, interest or charge.

**ARTICLE - 5**  
**ENGINEER-IN-CHARGE**

**5.1 Nomination of Engineer-in-Charge**

HCL shall immediately and in any case not later than one (1) week of the Appointed Date (date of issue of LoI), nominate an officer to carry out roles and responsibilities of Engineer-in-Charge for the Work and communicate the details of the same to the Contractor.

Further, the Engineer-in-Charge shall nominate another officer who could act in his position on instances of the said officer (*i.e.* the Engineer-in-Charge) being away from the Work Site.

**5.2 Rights and Obligations of Engineer-in-Charge**

Engineer-in-Charge shall be the representative of HCL to review, monitor, co-ordinate activities and issue directions related to the Work.

Acts of Engineer-in-Charge as far as it is within the rights and obligations set out in **Schedule I** shall be deemed to be acts of HCL.

**5.3 Notifications of change in Office of Engineer-in-Charge**

In the event of change in the office of Engineer-in-Charge due to retirement/ replacement / vacation of the nominated officer, HCL shall promptly notify the details of such change to the Contractor.

## ARTICLE - 6

### CONTRACTOR'S OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligations under this Contract, the Contractor shall have the following obligations:

- 6.1 Performance Security Deposit:** Performance Security Deposit appearing in Schedule VII shall consist of two parts; a) Performance Security to be submitted at the award of work, and b) Retention money to be recovered from Running Bills.
- a) The Contractor shall, for due and punctual performance of its obligations during the Contract Period, deposit a Performance Security which shall be equal to five (5) per cent of the Contract Price with HCL, within thirty (30) days from the issuance of LoI.
  - b) The Performance Security Deposit for the complete amount, as stated in (a) above, shall be payable by the Contractor by way of Demand Draft/ Pay Order/Banker's Cheque/Bank Guarantee from a schedule commercial bank in the format prescribed under **Schedule VII**. Performance Security Deposit in any other format is not acceptable. Payment shall not be released if PSD has not been deposited in totality.
  - c) The Bank Guarantee (BG) shall be valid initially for a period of 1 (One) year from the date of issue of LoI and be renewed for same period on or before at least 30 (thirty) days prior to the date of expiry of 1 (One) year and the same procedure to be continued till the end of the Contract period and it is to be extended further one month prior to the expiry date till six months after the issue of completion certificate. In case of failure, HCL will have the right to encash the BG.
  - d) HCL is at liberty, after having given fourteen (14) days' written notice to the Contractor and without any further reference to the Contractor, to realize and / or forfeit the Performance Security deposit for non-fulfillment and or for unsatisfactory performance of the Contract or any clauses thereof.
  - e) Performance Security Deposit in the form of Bank Guarantee shall remain binding notwithstanding such variations, alterations or extensions in time as may be made, given, conceded or agreed to between the Contractor and HCL, and the Contractor agrees to extend the Bank Guarantee suitably if the Work is not completed as per the Contract Period or it is extended by the written consent of HCL.
  - f) HCL shall not be liable for payment of interest under Performance Security Deposit.
  - g) The Performance Security Deposit shall be released, on application by the Contractor within one (1) month of issue of final work completion certificate by HCL.
  - h) The Bank Guarantee shall not in any way be construed as a limitation of the Contractor's responsibility or liability pertaining to its obligation and guarantees under the Contract and shall be without prejudice to any other remedies available to HCL as expressly set out in the Contract.
  - i) The method of submission of Bank Guarantee is as below:



- j) The Retention money shall be 5% (Five percent) of the Contract amount, i.e. remaining 5% of the Security Deposit and to be recovered at the rate of 5% (five percent) from Running Bills subject to the condition that maximum amount of accumulated retention money will not exceed 5% of the total Contract Price. However, 50% of the accumulated retention money can be refunded to the contractor, on a written request by the successful bidder, against submission of Bank Guarantee from a scheduled commercial bank for the equal amount. Such refund will be made at an interval not earlier than six months. The Bank Guarantee shall be valid for a period of 1 (one) year and be renewed for same period on or before at least 30 (thirty) days prior to the date of expiry of 1 (one) years and the same procedure to be continued till the end of the Contract period and/or till six months after the issue of completion certificate, whichever is later.
- i. The bank guarantees issued by the issuing bank on behalf of the successful bidder in favour of Hindustan Copper Limited (HCL) shall be in paper form as well as Structured Financial Messaging System (SFMS).
  - ii. HCL has chosen State Bank of India to act advising/beneficiary bank of HCL. The bank issuing the guarantee can chose either of these banks to send confirmation through SFMS.
  - iii. The details of beneficiary (i.e. HCL) for issue of bank guarantee in SFMS platform is as furnished as below.

State Bank of India as advising bank of HCL

Name and Details of Beneficiary	I	Name	Hindustan Copper Limited
	II	Address	TamraBhavan, 1, Ashutosh Chowdhury Avenue, Kolkata 700019
	III	Area	Kolkata 700019
	IV	Name of Bank	State Bank of India
	V	Bank A/C No	00000030503862540
Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	I	Name of the Bank	State Bank of India
	II	Name of the Branch of the Bank	CAG Branch Kolkata
	III	MICR Code	700002199
	IV	IFSC Code	SBIN0009998
	V	Address of the Branch of the Bank	34- J L Nehru Road. Reliance House, Kolkata 700071

- iv. The Successful bidder are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.

- v. The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the State Bank of India, CAG Branch Kolkata (IFSC- SBIN0009998), to aid in the process of confirmation of Bank Guarantee.
- vi. The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Hindustan Copper Limited at Kolkata by Speed Post /Registered Post (AD).

## **6.2 Contract Execution Plan**

### **6.2.1 Work Plan**

- a) The Contractor shall, within thirty (30) days of date of issue of LoI, in consultation with the Engineer-in-Charge finalize and submit to the Engineer-in-Charge, a Work Plan. The plan will contain resource mobilization plan giving details of manpower (statutory, supervisory, skilled, semi skilled and unskilled), machinery, equipment tools and tackles and other major materials/ consumables as required for completion of the work as per schedule.

The Engineer-in-Charge shall review the Plan submitted by the Contractor within five (5) days of the receipt thereof and convey its comments/observations to the Contractor including the need, if any, to modify the same. If the comments/ observations of the Engineer-in-Charge require, the Plan to be modified, the Contractor shall suitably modify the same and resubmit it to the Engineer-in-Charge for further review within five (5) days. The Engineer-in-Charge shall give its observations and comments, if any, within three (3) days of receipt of such revised Plan, which shall be incorporated by the Contractor into the final Plan.

In the event that the Engineer-in-Charge is not able to review the Plan in full within the prescribed time, the Engineer-in-Charge may advise the Contractor to commence the Works. Notwithstanding any such review or failure to review by the Engineer-in-Charge, the Contractor shall be solely responsible for the adequacy of the Plan and the Contractor shall not be relieved or absolved in any manner whatsoever of any of its obligations hereunder.

### **6.2.2 Other submissions**

The Contractor shall before the Commencement Date i.e. within 04 (four) months (120 days) from the date of issuance of LoI, will submit to HCL / Engineer-in-Charge, the following information, for the records of HCL:

- (i) Provident Fund Account Details
- (ii) Organization Structure
- (iii) Details of Work Manager, Key supervisory staff
- (iv) Contract Labour License
- (v) Medical Examination Records of the Employees as per Mines Act
- (vi) Permanent account number of Income tax (PAN)

- (vii) TIN
- (viii) GST number
- (ix) Other information as per requirement of contract, if any

### **6.3 Works**

- (i) The Contractor is required to commence the Works on the Commencement Date, **i.e. within 04 (four) months (120 days) from the date of issuance of LoI.**
- (ii) The Contractor shall in accordance with Good Industry Practices adhere to the Plan and complete the Works on or before the expiry of the Contract Period or as per agreed schedule.
- (iii) The Contractor shall, before commencement of the Works;
  - a) have requisite organization and designate and appoint suitable officers/ representatives as it may deem appropriate to supervise the Work, to deal with the Engineer-in-Charge /HCL and to be responsible for all necessary exchange of information required pursuant to this Contract;
  - b) construct, provide and maintain a reasonably furnished site office accommodation for its Project Manager and key supervisors at the Work Site.
  - c) have achieved Completion of Mobilization.

Failure to achieve the Completion of Mobilization before the commencement of Works shall not constitute a ground for extension of Contract Period.

- (iv) For the purposes of determining that the Works are being undertaken in accordance with the Work Requirements, the Contractor shall on its own and/or whenever directed by Engineer-in-Charge, with due diligence, carry out all necessary and periodical Tests in accordance with the instructions and under the supervision of the Engineer-in-Charge. The Contractor shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results.
- (v) On completion of the Works as per the Plan, the Contractor will notify the same to Engineer-in-Charge and ascertain the completeness and acceptability of the work.
- (vi) The Engineer-in-Charge may, by written notice, require the Contractor to suspend forthwith the whole or any part of the Works if in its reasonable opinion the same is being carried on in a manner that is not in conformity with the Work Requirements and/or Plan.
- (vii) The Successful Bidder shall not assign either in part or in whole, its obligations (without diluting any of its primary responsibility and duties) to be performed under this contract to any other party, except with HCL's prior written consent.
- (viii) Contracts must comply with the provisions of the contract and each and every clause of scope of work will be binding upon them.

#### **6.4 Material Breach of Work Requirements**

- (i) The Contractor shall be deemed to be in Material Breach of Work Requirements if the Engineer-in-Charge acting reasonably and in accordance with the provisions of this Contract, has determined that due to breach of its obligations by the Contractor:
- a) There has been failure/undue delay in implementation of the Works and the Works have not been carried out in accordance with the Work Requirement/ Plan;
  - b) There has been a serious or persistent default in adhering to safety requirements and standards as prescribed by DGMS and thereby the Mining Facilities or any part thereof is not safe for operations;
  - c) There has been persistent breach of Work Requirements/ Plan.

For avoidance of doubt, persistent breach shall mean:

- i. Any breach of Work Requirements by the Contractor which has not been remedied by the Contractor despite a notice to remedy in respect thereof issued by the Engineer-in-Charge/HCL; or
  - ii. Recurrence of a breach by the Contractor, during the pendency of notice to remedy by the Engineer-in-Charge/HCL requiring the Contractor to remedy a breach; or
  - iii. Repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to notice to remedy or otherwise.
- (ii) **HCL's Rights**

Upon occurrence of a Material Breach of Work Requirements, HCL shall, without prejudice to and notwithstanding any other consequences provided therefore under this Contract, be entitled to terminate this Contract.

#### **6.5 Insurance**

- a) The Contractor shall at its cost and expense, purchase and maintain, during the Contract Period such insurance as are necessary including but not limited to the following:
- i. Comprehensive third party liability insurance including injury or death to personnel / representatives of Persons who may enter the Work Site;
  - ii. Workmen's compensation insurance;
  - iii. Any other insurance that may be necessary to protect the Contractor, its employees and its assets against loss, damage, destruction, business interruption or loss of profit including insurance against all Force Majeure Events that are insurable.
- b) **Evidence of Insurance**

The Contractor shall, from time to time, provide to HCL copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the Contractor in accordance with this Contract.

c) **Validity of Insurance**

The Contractor shall from time to time promptly pay insurance premium, keep the insurance policies in force and valid throughout the Contract Period and furnish copies thereof to HCL.

d) **Application of Insurance Proceeds**

Unless otherwise provided herein, the proceeds of all insurance policies received shall be promptly applied by the Contractor towards repair, renovation, restoration or re-instatement of the Work Facilities or any part thereof which may have been damaged or destroyed. The Contractor may designate the Lenders as the loss payees under the insurance policies or assign the insurance policies in their favour as security for the financial assistance provided by them to the Work. The Contractor shall carry out such repair, renovation, restoration or re-instatement to the extent possible in such manner that the Work Facilities after such repair, renovation, restoration or re-instatement be as far as possible in the same condition as it were prior to such damage or destruction, normal wear and tear excepted.

**6.6 Employment of Labour**

The Contractor shall, at its cost employ all necessary workmen and personnel for due and punctual performance of its obligations during the Contract Period in accordance with all Applicable Laws and the conditions specified in **Schedule II** and Good Industry Practices.

**6.7 Health & Safety, Training, and Environment**

**6.7.1** The Contractor shall ensure, at its own cost, that its workers, employees and personnel are suited for undertaking the Works. Additionally, all personnel of the Contractor will have to undergo an Initial Medical Examination (“IME”) before they can commence work on the Project Site. For persons above forty five (45) years of age Periodical Medical Examination (“PME”) has to be conducted at the end of the third (3rd) year. IME and PME shall be carried out at Moubhandar hospital, and shall be chargeable at no cost to company basis. The present charges being levied to Contractor is INR 630/- per person. Contractor shall also maintain complete first aid facilities for all his employees and personnel. Industrial injuries shall be reported promptly to the Engineer-in-Charge / HCL, and a copy of Contractor’s report covering each personal injury requiring the attention of a physician shall be furnished to the Engineer-in-Charge. Prior to the employment, each worker likely to be engaged by the Successful Bidder should be medically examined and only medically fit persons will be allowed to work.

**6.7.2** First Aid facilities and provisions as required under Mines Rules, 1955 with latest amendments shall be kept at the work site by the Successful Bidder.

**6.7.3** The Successful Bidder shall be responsible for and shall pay compensation to his workmen which would be payable for injuries due to accidents and/or notified and compensable disease under the Workmen’s Compensation Act 1923, hereinafter called the said Act. If such compensation is paid

by HCL as principal employer under sub-section (1) of the section (12) of the said Act, such compensation shall be recovered by HCL from his Security Deposit or from any sum which may be due or may become due to the Successful Bidder on any account whatsoever, the Successful Bidder should adequately insure the workers, and HCL shall not permit the Successful Bidder to start the work unless such insurance certificate is produced.

**6.7.4** All personnel of the Contractor will be given vocational training including initial training & special training for operators etc. free of cost at Surda Vocational Training Centre, by HCL. Refresher training will have to be given to all the personnel of the Contractor as per the MVT Rules 1966 by HCL at a cost to be determined by HCL in its discretion. As per the present legislation one fifth of the work persons are to be imparted refresher training every year.

**6.7.5** Additionally, the Contractor shall, at its cost, comply with all necessary environment, health and safety measures for due and punctual performance of its obligations during the Contract Period in accordance with all Applicable Laws and the conditions specified in **Schedule III** and Good Industry Practices.

## **6.8 Special Conditions**

- a) All rock obtained from excavation at the Work Site shall remain the property of HCL and shall be disposed off at the site/location allocated by Engineer-in-Charge.
- b) All fossils, gold, coins and articles of antique value and interest found at the Work Site shall be the absolute property of HCL and the Contractor shall take reasonable precautions to prevent its workmen or any other person from removing or damaging any such articles and shall inform immediately upon finding thereof and before removal inform the Engineer-in-charge and carry out the Engineer-in-Charge's directions as to the manner of treatment of the same.
- c) Immediately, on request of HCL, carry out diligently all Emergency Works.

## **6.9 General Obligations**

The Contractor shall at its own cost and expense:

- a) File all necessary and statutory application, returns and reports and obtains all Applicable Permits in conformity with the Applicable Laws and be in compliance thereof at all times during the Contract Period;
- b) Procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Work;
- c) Endeavour to incorporate in each Work Agreement specific provisions that would entitle HCL or a nominee of HCL to step into the same at HCL's discretion, in place and substitution of the Contractor;

- d) Provide all necessary assistance to the Engineer-in-Charge as it may reasonably require for the performance of its duties and services;
- e) Appoint, supervise, monitor and control as necessary, the activities of Contractors, if any, under the respective Work Agreements;
- f) Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Contract;
- g) Make its own arrangements for construction materials and observe and fulfill the environmental and other requirements under the Applicable Laws and Applicable Permits;
- h) Be responsible for quality, soundness, durability, safety and the overall Work Requirements to implement and/or operate and maintain the Work/Work Facilities;
- i) Ensure that the Work Site remains free from all encroachments and take all steps necessary to remove encroachments, if any;
- j) Afford access to the Work Site to the authorized representatives of HCL, the Engineer-in-Charge and any Government Agency having jurisdiction over the Work Site, including those concerned with safety, security or environmental protection to inspect the Work and to investigate any matter within their authority and upon reasonable notice, the Contractor shall provide to such persons assistance reasonably required to carry out their respective duties and functions;
- k) Obtain at its costs and charges, special or temporary right of access, occupation or user of any property that may be required by it in connection with implementation of the Work. The Contractor shall also obtain at its cost such facilities as may be required by it for the purposes of the Work and the performance of its obligations under this Contract.
- l) As per recommendations of 10<sup>th</sup> and 11<sup>th</sup> National Conference on safety in Mines, the Contractor shall be required to adhere to the following additional responsibilities for safety in the Mine:
  - I. Prepare a written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with them
  - II. Provide a copy of the SOP to the Engineer-in-charge.
  - III. Keep an up to date SOP and provide a copy of changes to Engineer-in-charge.
  - IV. Ensure that all the Works are being carried out in accordance with the Applicable Laws and SOP and for the same, the Contractor will deploy adequate qualified and competent personnel for the purpose of carrying out the Works in a safe manner.
  - V. Ensure that every person engaged by him in the Mine must wear safety gadgets to be provided by the Contractor at his own cost and expense. If Contractor fails or is unable to provide safety gadgets, Engineer-in-charge will provide the same and the expenses accrued for the safety gadgets will be deducted from the running bill of the Contractor.

- VI. Submit to DGMS, quarterly returns indicating:
- i. Name of firm,
  - ii. Registration number,
  - iii. Name and address of persons heading the firm,
  - iv. Nature of work,
  - v. Type of deployment of work persons,
  - vi. Number of work persons deployed,
  - vii. Number of work persons who hold vocational training certificate,
  - viii. Number of persons who have undergone IME and
  - ix. Type of medical coverage given to the work persons.

m) Contractor shall be responsible to establish and maintain Time Office at site as required under the statute.

n) **Fencing and barricades:**

1. Successful Bidder shall erect and maintain fencing and barricades required in connection with his operation to guard or protect-
    - i) Excavations,
    - ii) Hoisting areas,
    - iii) Areas adjudged, hazardous by Successful Bidder's or Owner's representatives,
    - iv) Owner's existing property likely to be damaged by Successful Bidder's operations,
    - v) Unloading spots, and
    - vi) Any other place as directed by the Engineer-in-charge.
  2. Successful Bidder's employees shall become acquainted with Owner's barricading practice and shall respect the provisions thereof.
- o) **Safety provisions to be displayed on notice board:** The safety provisions should be displayed on the notice board at a permanent place at the work spot. The person responsible for compliance of the safety code shall be named therein by the Successful Bidder.
- p) **Support:** Wherever necessary, temporary support shall be provided/ erected and maintained so as to keep the area in safe condition till the permanent support is provided/erected. If in the opinion of the Engineer-in-charge any other type of support is necessary, Successful Bidder shall comply with the instructions.
- q) **Alignment:** It shall be Successful Bidder's responsibility to excavate all drives, cross-cuts, and other excavations to correct alignment, gradient and dimensions. However, HCL may perform check survey as per requirement and the Successful Bidder shall render all the necessary facilities to perform the task.
- r) Comply with all regulations applicable for such activities as per changes made to existing laws and new regulations from time to time.



- s) The successful bidder shall also provide all plan and sections for obtaining stoping permission and also submit compliance report to Engineer in Charge for the violation pointed out by statutory bodies like IBM, DGMS etc for onward submission through Mine Manager, Agent of mines.

## **6.10 No Breach of Obligations**

The Contractor shall not be considered to be in breach of its obligations under this Contract nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Contract is affected by or on account of any of the following:

- a) Force Majeure Event, subject to Article 9.2(b)
- b) HCL Event of Default,
- c) Compliance with the instructions of the Engineer-in-Charge/HCL or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Contractor of any of its obligations hereunder;
- d) Emergency decommissioning of the Work or part thereof;
- e) Contractor's inability to remove any accident debris due to non-completion of any police / insurance related inquiry/survey despite prompt steps having been taken by the Contractor in that regard.

## **6.11 Related Works**

### **6.11.1 Contractor's acknowledgement**

The Contractor acknowledges that Related Works may be performed and that it is of paramount importance that the design and execution of the Works are fully and completely coordinated with the Related Works in view of their concurrent and sequential nature and that such coordination is of the utmost importance to the successful integration of the Works with the Related Works and to the timely completion of the Work.

### **6.11.2 Related Works' responsibilities**

Accordingly, the Contractor shall at its own cost and expense, at all times and otherwise in accordance with the requirements and directions of HCL's Representative:

2. Plan, programme, and perform the design and execution of the Works so as to minimize any interference with or hindrance of the performance of the Related Works; and
3. At all times take every necessary step to protect the Works from accidental damage caused by the Related Works; and
4. At all times co-operate with the Employer, HCL's Representative and any Related Works contractors so as to promote and foster a coordinated and integrated approach to the Works and the Related Works. The Contractor shall co-ordinate its activities with Related Works

contractors so as to prevent, as far as possible, the performance of work by such Related Works contractors from impeding the performance of the Contractor or unreasonably disturbing the free movement of traffic around, on or in the vicinity of the Work Site; and

5. Comply with all obligations as to interfacing the Works with the Related Works as are detailed in HCL's Requirements; and
6. Advise the Employer if any plans, designs, specifications and drawings of the Related Works contractors supplied by the Employer are in any way incompatible or inconsistent with or otherwise detrimental to the Works. In the case of such incompatibility or inconsistency the Contractor shall supply the Employer with full details of the same and make appropriate recommendations as to how the incompatibility or inconsistency may be remedied; and
7. Monitor the coordination and integration of the Works with the Related Works and advise the Employer's Representative in writing as and when it becomes apparent that execution of the Works is likely to be the subject of delay and/or disruption and recommend reasonable proposals to reduce or prevent such delay and/or disruption.

#### **6.11.3 Co-ordination meetings**

HCL's Representative shall convene regular co-ordination meetings with the Contractor and Related Works contractors in order to:

- (a) Resolve conflicts in the order and sequence of the Works and Related Works in order to effect reasonable co-ordination and integration of the execution of the Works with the execution of the Related Works; and

#### **6.11.4 Failure to co-ordinate**

In the event that the design and execution of the Work and the design and execution of the Related Works are not being coordinated and integrated to the reasonable satisfaction of the Employer's Representative, the Employer's Representative may issue such instructions as is necessary including, but not limited to:

- (a) suspending the progress of the design (to the extent required by the Contract) or execution of the Works or any part thereof; and/or
- (b) changing the Works including the omission of work from the Contract and its execution by others at the risk and cost of the contractor.

For the avoidance of doubt, where the Employer's Representative acting reasonably, determines that an instruction under the relevant clause of the contract is required as a result of a breach by the Contractor of its obligations. The Contractor shall not be entitled to any payment whatsoever in respect of any such instruction or to any extension of time in respect thereof and the costs to the Employer of such instruction including the cost of any such suspension, or

removal and execution by others shall, without prejudice to the Employer's other rights under the Contract, be deducted from the Contract Price.

#### **6.11.5 The Employer's Representative's assistance**

In the event that the design and execution of the Works and the design (if any) and execution of any Related Works are unable to be coordinated and integrated in accordance with this Article 6.11 as a result of circumstances beyond the control of the Contractor, the Contractor may request the Employer's Representative:

- (a) to issue within ten (10) days of the Contractor's request, such instructions as the Employer's Representative may consider necessary to enable the Contractor to comply with its obligations under this Article 6.11; and/or
- (b) to use its reasonable endeavour to assist in procuring the removal of the hindrance or impedance preventing the Contractor from complying with its obligations under this Article 6.11.

#### **6.11.6 Contractor to bear costs**

The Contractor shall bear all costs and expenses associated with any change or remedied work rendered necessary to the design or execution of the Works or to the design or execution of work of any Related Works contractor as a result of any failure on the Contractor's part to comply with the provisions of this Article 6.11. Subject always to this Article 6.11 if in the opinion of HCL's Representative any cost is or is likely to be incurred partially as a result of a failure by the Contractor and partially as a result of a failure by a Related Works Contractor, then in the event that the Contractor and the Related Works Contractor are unable to agree on the apportionment of such costs between them, HCL's Representative may instruct the Contractor to make a change or carry out any repair it deems necessary and, notwithstanding the provisions of Article 8 in valuing such change or repair, it shall be entitled to make what it in its absolute discretion the assessment of such costs allocable to the Contractor for such change or repair as a result of the Contractor's failure to comply with the requirements of this Article 6.11.

#### **6.11.7 Contractor's obligations**

Without limiting its obligations under this Article 6.11 the Contractor shall exercise due care and diligence in the design and execution of the Works where such design and execution of the Works affects or is likely to affect the Related Works and shall bear all costs, expenses, damages and losses suffered by any Related Works Contractor as a result of its failure to comply with such obligations.

#### **6.11.8 Contractor's Indemnities**

The Contractor shall indemnify and keep indemnified the Employer against all claims, proceedings, damages, costs, losses, charges and expenses of any nature whatsoever arising from the Contractor's failure to comply with its obligations under this Article 6.11.

### **6.11.9 Temporary Works**

The Contractor shall be fully responsible for the cost of all delays to the Works or any part where such delays have been occasioned to or in connection with Temporary Works by the defaults or omissions of any Related Works Contractor and it shall not be entitled to any extension of time or additional payment in respect thereof. Such responsibility shall in no way be in derogation of the Contractor's other obligations under this Article 6.11.

### **6.12 Contractor's Documents**

**6.12.1** The Contractor shall prepare all Contractors' Documents. The Contractor shall submit to HCL's Representative and the Engineer-in-Charge

- a) within such time as may be directed by HCL's Representative, those Contractor's Documents called for in the Contract or as HCL's Representative may require and in the numbers and format required by the Contract or, if no such number and format is stated in the Contract, as required by HCL's Representative; and
- b) during the progress of the Works such additional Contractor's Documents within such times and in such numbers and format as HCL's Representative may reasonably require.

**6.12.2** HCL's Representative shall review and comment on any Contractor's Documents submitted in accordance with Article 6.12.1 within 21 (twenty-one) Business Days after receipt of the Contractor's Document ("the **Review Period**"). HCL's Representative shall signify "no comment" or "comments made" or "resubmit" and return one copy of the Contractor's Document to the Contractor. If the Employer's Representative fails to so do within the Review Period, it shall be deemed that the Employer's Representative has signified "no comment".

**6.12.3** The notes "no comment" or "comments made" will enable the Contractor to proceed on the basis of the Contractor's Documents provided that the Contractor fully addresses any comments made by the Employer Representative.

**6.12.4** If, before reviewing and commenting on any design contained in any Contractor's Documents, the Engineer-in-Charge considers any change or modification is necessary to such Contractor's Documents, HCL's Representative may notify the Contractor accordingly whereupon the Contractor shall effect the same and re-submit the Contractor's Documents in accordance with this Article 6.12

**6.12.5** Where any Contractor's Document is marked "resubmit" the same shall be amended, modified or prepared again, as the case may be, and resubmitted by the Contractor and the procedure set out in this Article 6.12 shall apply to the re-submitted Contractor's Document.

**6.12.6** Notwithstanding any of the provisions of the Contract relating to the Contractor's Documents, the Contractor shall be fully responsible for:

- a) The adequacy of the Contractor's Documents in accordance with the Contract; and

- b) any failures of any Contractor's Documents whether to comply with the Contract and/or to meet its obligations there under or otherwise and for any ambiguities, failures, discrepancies, insufficiencies, lack of fitness for purpose, errors, omissions, design or construction impracticalities in any such Contractor's Documents howsoever such ambiguities, failures, discrepancies, insufficiencies, lack of fitness for purpose, errors, omissions, design or construction impracticalities may have arisen.
- 6.12.7** The Contractor shall at its own expense carry out any alterations or remedial work necessitated by reason of any ambiguities, failures, discrepancies, insufficiencies, lack of fitness for purpose, errors, omissions, design or construction impracticalities in any Contractor's Documents and shall modify the Contractor's Documents accordingly, or if the same be done by or on behalf of the Employer, the Employer shall be entitled to recover from the Contractor all costs reasonably incurred therein and may, without prejudice to any method of recovery, deduct the same from any monies due or which may become due to the Contractor.
- 6.12.8** The Contractor is aware of the time required by HCL's Representative for the review of the Contractor's Documents and shall allow adequate time for such review. Furthermore, HCL's Representative shall not be obliged to comment upon any Contractor's Documents without first satisfying himself that to the extent required, such comment is issued with the consent, non-objection or approval of the Engineer-in-Charge or a Government Agency.
- 6.12.9** No design or execution of any part of the Works shall commence during the Review Period for those Contractor's Documents which are relevant to its design and execution except as may be expressly agreed in writing by HCL's Representative.
- 6.12.10** If the Contractor wishes to modify any Contractor's Document (including any design contained in Contractor's Documents) which has previously been reviewed by HCL's Representative, the Contractor shall immediately give notice to the Employer's Representative. Thereafter, the Contractor shall submit revised documents to HCL's Representative and the provisions of this Article 6.12 shall apply.
- 6.12.11** Save as expressly provided in this Contract, the Contractor shall not seek to recover from the Employer any loss or claim which may arise from the adoption, use or application by or on behalf of the Contractor or any other Person for whom the Contractor is responsible of the design in any Contractor's Documents.
- 6.12.12** No review, comment, suggestion, approval on any other communication by HCL's Representative made in accordance with the review procedure specified in this Article 6.12 shall relieve the Contractor of any of its obligations under the Contract.

## ARTICLE - 7

### HCL's OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligations under this Contract, HCL shall have the following obligations:

#### 7.1 Specific obligations

HCL shall:

- a) Appoint/nominate the Engineer-in-Charge in accordance with Article 5.1 above.
- b) Instruct Engineer-in-Charge for carrying out all the obligations and exercise all the rights set out in **Schedule I**.
- c) Ensure that Engineer-in-Charge reviews and finalizes the Plan, Drawings and other documents within a reasonable time and in any case within the respective time specified elsewhere in this Contract.
- d) Provide to Contractor in accordance with the Plan, supply of specific items set out in **Schedule IV** upon exercise of the Contractor's option to obtain these utilities from HCL.
- e) Make payment of Contract Price in accordance with the provisions of this Contract.
- f) Grant in a timely manner, all such approvals, permissions and authorizations which the Contractor may require or is obliged to seek from HCL in connection with implementation of the Work and the performance of its obligations, under this Contract.
- g) Take all steps and make all applicable applications, filings, returns and reports for a license holder of a mine in accordance with the Applicable Laws to ensure compliance, expansion, operations and maintenance of the Work/Work Facilities.

#### 7.2 General obligations

HCL shall:

- a) grant or where appropriate provide necessary assistance to the Contractor in securing all Applicable Permits;
- b) ensure peaceful use of the Work Site by the Contractor under and in accordance with the provisions of this Contract without any hindrance from HCL or any Governmental Agency or persons claiming through or under it/them;
- c) pay Dead Rent / Royalty, payment to District Mineral Fund (DMF), National Mineral Exploration Trust (NMET) and surface rent in respect of the Work Site to the government treasury in accordance with Applicable Laws;
- d) Observe and comply with all its obligations set forth in this Contract.

**ARTICLE - 8**  
**CONTRACT PRICE**

**8.1 Contract Price**

Subject to the provisions of this Contract and in consideration of undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Contract, HCL agrees and undertakes to make to the Contractor, the following payments (“**Contract Price**”) as per the provisions of this Article:

**a) Payment for work done:**

Payment for actual work done shall be for Scheduled Items and shall be at the rates against each respective item set out under **Schedule V** hereafter achieved and certified by Engineer-in-Charge during any Contract Payment Period.

The rates for payment set out in **Schedule V** shall be based on the mechanism set out under **Schedule VI** hereafter.

**8.2 Payment Mechanism**

**8.2.1 The contract price relating to each month shall be payable for actual work done by the contractor for the month through e-payment only as per format given in Schedule VIII (“contract payment period”). Contractor shall submit the bill for the actual work done during a contract payment period to the engineer-in-Charge on contract payment due date.**

The bill shall be based on the Joint Measurement Certificate. Joint measurements of work completed during a month and cumulative shall be made on last day of each month and the results of such joint measurements should be recorded and jointly signed in a bound book. Engineer-in-Charge shall certify the quantities and arrange for the payment of Contractor’s bill after allowing adjustments for the supplies rendered HCL and for other deductions.

**Payment of the work done shall be made by credit period of 30 days** from the receipt of the bill for the month of completion of the job, after deduction of LD, if any. However no claim shall be entertained for any delay in payment. The R.A. bills should be submitted to the Engineer-in-Charge within three weeks of completion of work.

The payment for each month’s actual work done shall be made after recovery of statutory deductions if any.

The Contractor will submit proof of depositing of provident fund of the previous month with the bills.

**8.2.2 Joint measurement: Successful Bidder shall submit the bill for the work done during the previous months in accordance with the joint measurement to the Engineer-in-Charge in the first week of every month. The results of such joint measurements should be recorded and jointly signed in a bound book. Engineer-in-Charge shall certify the quantities and**

**arrange for the payment of the Successful Bidder's bill after allowing adjustments for the supplies and services rendered by the company and for other deductions.**

All measurements shall be in metric system. All the work in progress will be measured by the representative of the Engineer-in-Charge and the Successful Bidder's authorized agent progressively. For the purpose of taking joint measurement the Successful Bidder's representative shall be bound to be present whenever required by the Engineer-in-charge. If, however, he absents for any reason whatsoever the measurements will be taken by Engineer-in-charge or his representative and this will be deemed to be correct and binding on the Successful Bidder.

### **8.3 Withholding of payments to Contractor and HCL's lien on money due to the Contractor**

Payments may at any time be withheld or reduced if, in the opinion of HCL, the Contractor is not diligently and efficiently endeavoring to comply with the terms of the Contract or if the Contractor should fail to pay wages to his labour or for material.

HCL shall have a lien on all amount that may become due and payable to the Contractor under this Contract or transaction of any nature whatsoever between HCL and the Contractor and the Performance Security furnished by the Contractor under the Contract or any sum that may become due and payable to the Contractor till the Contractor pays and clears the claim immediately on demand.

### **8.4 Final Payment and Release**

On Completion the Engineer-in-Charge will issue a Completion Certificate to the Contractor on the application of the Contractor after satisfying himself (Engineer-in-Charge) that the work has been completed in accordance with the contract documents and verifying from the following completion documents:

- (a) All surplus materials, rubbish, equipment etc are cleaned off the site completely.
- (b) The work has been measured,
- (c) All temporary works, labour and staff colonies/camp constructed are removed.
- (d) Performance Security, if any remaining after set-off by HCL of any amounts owed by the Contractor to HCL, and which amounts not having been paid by the Contractor to HCL,

Material appropriation statement for the material, if issued by HCL for the Work and list of surplus material returned to HCL's stores duly supported by necessary documents. If the contractor fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expenses of the contractor remove such surplus materials and rubbish and dispose off the same as he thinks fit. The contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof.



The Contractor, after obtaining the completion certificate, is eligible to present the final bill for the work executed by him under the terms of contract.

After the issue of Completion Certificate by the Engineer-in-Charge as aforesaid and on the particulars contained therein and after getting the final bill for the work executed by the contractor, HCL shall determine the total value of the Work done by the Contractor and after adjusting all sums paid to him already or due to HCL, and such further sums as HCL may require to reserve or retain under the terms of the Contract, release eighty percent (80%) of the final payment due to the Contractor subject to undertaking given by the contractor. The remaining twenty percent (20%) of the outstanding final payment shall be paid by the HCL within seven (7) days after the expiry of the Period of Liability, provided that no set-offs are required to be made by HCL, during the Period of Liability, for remedying any work done by the Contractor under the Contract. Such final payment shall be made only when the Contractor furnishes to HCL an undertaking to the effect that Contractor has no further claim of whatever nature or description against HCL.

The Contractor should file no claim after final payment and HCL will not be liable to pay any money to the Contractor except as specifically provided for in the Contract. Acceptance by the Contractor of the final payment as aforesaid shall release HCL from all acts of omission and commission by HCL or by the Engineer-in-Charge.

## **8.5 Variation in Schedule Items**

The Itemized quantities indicated in **Schedule V** are indicative and at this stage it is envisaged that variation may be within plus 5% for items mentioned in the Contract and the duration of the contract may be extended based on the variation on pro rata basis target during the period of the contract.

## **8.6 Liquidated Damage (LD)**

**8.6.1** Time is the essence of the contract. If the Successful Bidder fails to achieve at least 90% of the target ore production and mine development (LD for other schedule items specified in following pages), they shall be liable to pay liquidated damages on Quarterly basis. Liquidated Damages shall be calculated in the manner specified in this Article 8.6.2.

**8.6.2** Liquidated Damage will be levied on the Contractor, and calculated in the following manner:

- 1.** For target of ore production and development shortfall will be calculated on quarterly basis. However, Engineer in Charge HCL may increase and communicate the Production target for the year in the beginning of year as per clause 1.3.5.

Any shortfall in achievement of quarterly targeted production & development that will be communicated by Engineer-in-Charge to the Successful Bidder after completion of the said 3 months will attract liquidated damages as the shortfall will adversely affect mining programme of HCL. Failure to achieve the said target for any performance review period by the Successful

Bidder shall make him liable to pay a Liquidated Damages from their running bills at the following rates:

<b>Shortfall in Quarterly target</b>	<b>Rate of liquidated damage</b>
<i>Up to 10%</i>	<i>NIL</i>
<i>Above 10% but less than or equal to 20%</i>	<i>10 % of the shortfall value in Quarterly target</i>
<i>Above 20% but less than or equal to 40%</i>	<i>15 % of the shortfall value in Quarterly target</i>
<i>Above 40%</i>	<i>20 % of the shortfall value in Quarterly target</i>

2. If the Successful Bidder fails to achieve atleast 90% of the target of each schedule items specified under SCHEDULE as per 1.3.5 , they shall be liable to pay liquidated damages on Quarterly basis based on the targets fixed at the beginning of each year LD will be calculated as described below

<b>Shortfall in Quarterly target</b>	<b>Rate of liquidated damage</b>
<i>Up to 10%</i>	<i>NIL</i>
<i>Above 10% but less than or equal to 20%</i>	<i>10 % of the shortfall value in Quarterly target</i>
<i>Above 20% but less than or equal to 30%</i>	<i>15 % of the shortfall value in Quarterly target</i>
<i>Above 30% but less than or equal to 40%</i>	<i>20 % of the shortfall value in Quarterly target</i>
<i>Above 40% but less than or equal to 50%</i>	<i>30 % of the shortfall value in Quarterly target</i>
<i>Above 50%</i>	<i>40 % of the shortfall value in Quarterly target</i>

3. Liquidated damages for delay in start of work/mobilization/training etc. beyond four months from the date of issue of LoI or Work order whichever is earlier @ 10% of total monthly rate of the shortfall shall be levied on Successful Bidder. The Successful Bidder can start the work during mobilization period and claim their bills for payment. There will be no target in the mobilization period. The achievement of mobilization period will be carried over to the achievement of first year or subsequent years.
4. **Salary & Wages of Successful Bidder Labour:** Successful Bidder shall regularly pay the wages of his labours. If he fails to clear the dues (wages of his labours), and the Company, HCL/ICC is forced by statute to pay them, a penalty of 24 % of dues paid to his labours will be charged from the Successful Bidder's pending amount with HCL/ICC. If the default continues for 3 months consecutively, the Contract will be terminated and Wages & Statutory Payments to the labour of

the Successful Bidder will be paid by Principal Employer i.e. HCL/ICC, forfeiting Successful Bidder's any pending amount with HCL/ICC including Security Deposit.

The liquidated damage will be maximum of 10% of the total awarded value (excluding Service Tax).

However, if there is shortfall in the achievement due to such circumstances, which are under the control of HCL/ICC, liquidated damages will not be applicable & in that case, proportionate reduction in the monthly/quarterly target will be allowed.

Non-achievement of targets will, however, not attract any liquidated damages in case the same is established due to force majeure conditions as stipulated under the contract.

HCL shall have the right to adjust the Liquidated Damage which HCL may become entitled to from any amount payable by HCL to the contractor under the contract and in case no payment is due from HCL to the contractor, the contractor shall promptly and without demur or protest arrange remittance to HCL on demand.

A delay by the Successful Bidder in the performance of its obligations under the contract shall render the Successful Bidder liable to any or all of the following consequences: damage claim by HCL, invoking of Security Deposit and/ or termination of the Contract making the Successful Bidder liable for all consequential damages suffered or sustained by HCL apart from the liquidated damages.

5. Also, HCL shall reconcile measurement of work done at the end of each completed year, and excess amount of LD on account of non achieving quarterly target earlier, deducted earlier from the bills of the successful bidder on quarterly basis during the completed period of 1 year, shall be refunded to the successful bidder on achievement of 100% of the annual target.

#### **8.7 Situation when Reduction not leviable:**

The Contractor is not liable to Reduction, if such Reduction is triggered on account of following events:

- (i) delay in delivery of the Work Site or any part thereof by HCL,
- (ii) suspension of Works or part thereof by HCL or the Engineer-in-Charge, for reasons not attributable to the Contractor,
- (iii) Change of Scope Order
- (iv) Force Majeure
- (v) HCL Event of Default, and
- (vi) Any other event as may be expressly notified by HCL during the Contract Period.

#### **8.8 Payments for Emergency Works**

In the event the Contractor, having executed Emergency Works beyond the Works for which rate have been indicated against Scheduled Item, and such Works are not part of the work and due to

the nature of work being an Emergency, a Change of Scope Order has not been issued, payments for such works shall be arrived based on mutual discussions between the Parties subject to recording of such jobs to be done in a specified time which is to be indicated.

#### **8.9 Taxes and Duties**

- (a) The Contractor agrees to and does hereby accepts full and exclusive liability for the payment of any and all taxes including Goods and Services Tax (GST) now or hereafter imposed, increased or modified, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government which are imposed with respect to or covered by the wages/salaries or other compensations paid to the persons employed by the Contractor. The Contractor shall be responsible for the compliance with all obligations and restrictions imposed by any applicable labour law or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all Contractor(s) if any, with all applicable Central, Municipal laws and regulations and requirements of any Central, State or local Government Agency or authority.

The statutory variation in taxes and duties shall be reimbursed / adjusted at actual on submission of proof of documentary evidence

- (b) **Taxes as applicable from time to time.**

The rates at which Contract Price is arrived under **Schedule V** are excluding Goods and Services Tax (GST) which shall be reimbursed on production of Bill against which Input Credit can be taken.

The statutory variation in taxes and duties shall be reimbursed at actual on submission of proof of documentary evidence.

- 8.10 Tax deduction at source:** Income Tax, Works Contract Tax or any other statutory tax will be deducted at the time of payment at the prevailing rate as applicable from time to time.

- 8.11 Currency for payment:** All payments shall be made in Indian Rupee. Payment will not be made in any other currency.

**ARTICLE - 9**  
**FORCE MAJEURE**

**9.1 Force Majeure Events**

If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of war, act of hostility of public enemy, civil disruption or sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs or acts of God (here-in-after referred to as events), provided notice of the happening of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non – performance or delay in performance / execution under this contract. Provided also that such performance/execution under the contract should commence as soon as practicable, after such event has come to an end or ceased to exist, and the decision of HCL as to whether the performance has been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part or any execution under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may opt to terminate the contract. If the contract is terminated under this clause, HCL shall have liberty to take over from the contractor at a reasonable price, all unused, undamaged and acceptable materials, machinery, equipments, etc. at the site being used for the performance of the contract and in the possession of the contractor at the time of such termination of such portion thereof as HCL may deem it fit, except such materials, equipments, etc that the contractor may with the concurrence of HCL elect to retain. It is also understood in addition that this force Majeure clause will cover parties' inability to perform on account of change in law or imposition of rules or restrictions by the Government.

**9.2 Foreclosure of Contract Full or in Part**

If at any time after acceptance of the TENDER, HCL shall decide to foreclose or reduce the scope of the Works and hence not require the whole or any part of the Work to be carried out, the Engineer-in-Charge shall give 3 months notice in writing to that effect to the Contractor, provided that:

In the event, any such action is taken by HCL, the Contractor shall be paid full amount for the up to date quantum of Work executed at Work Site as per billing schedule under the relevant items of Work under this Contract and in addition, a reasonable amount as certified by the Engineer-in-Charge or any other agency appointed by HCL for those supplied items which could not be utilized for execution of the Work to the full extent because of the foreclosure.

## **ARTICLE - 10**

### **MATERIAL BREACH AND SUSPENSION**

#### **10 MATERIAL BREACH AND SUSPENSION**

- 10.1** If the Contractor shall be in Material Breach of this Contract, HCL shall be entitled in its sole discretion and without prejudice to its other rights and remedies under this Contract including its right of Termination hereunder, to (i) suspend all or any of the rights of the Contractor under this Contract including payment of Contract Price by HCL and (ii) exercise the rights of the Contractor under this Contract itself or authorize any other person to exercise the same during such suspension. Such suspension by HCL shall be by a communication in writing to the Contractor and shall be effective forthwith upon the issue thereof to the Contractor. Provided, however, that the period of such suspension under this Article shall not exceed one hundred and twenty (120) days.
- 10.2** Subject to Article 10.1 above, HCL shall have the right to utilize the proceeds of Contract Price and Performance Security for meeting the costs incurred by HCL to remedy and rectify the cause of such suspension and for defraying the maintenance expenses during such suspension period. Provided, however, that if the Contractor is making diligent efforts to remedy and rectify such cause, then HCL shall allow the Contractor reasonable time and opportunity for such remedy or rectification.
- 10.3** The suspension of the rights of the Contractor by HCL pursuant to Article 10.1 above shall be revoked by HCL forthwith upon the Contractor having remedied the Material Breach during such suspension period to the satisfaction of HCL unless in the meantime this Contract has been terminated by HCL in accordance with Article 12.
- 10.4** At any time during the period of suspension under this Article, the Contractor may in writing notify to HCL that it does not intend to cure the breach or default that had caused such suspension. Within seven (7) days of receipt of such notice, HCL shall terminate this Contract as if a Material Breach of this Contract had occurred on account of a Contractor Event of Default.

## **ARTICLE - 11**

### **EVENTS OF DEFAULT AND TERMINATION**

#### **11.1 Events of Default**

The following events shall be termed as Events of Default:

If the Contractor shall not execute the contract in the manner as stipulated in the Contract or if the Contractor or of it, in the opinion of the HCL:

- (a) Does not execute the contract in conformity with the provisions of the Contract, or
- (b) Substantially suspends any part of its execution for a period of fourteen (14) days without authority from HCL, or
- (c) Fails to carry on and execute the Contract to the satisfaction of HCL or
- (d) Commits or permits any other breach of any of the provisions of the Contract (on the part of the Contractor to be performed or observed) or persists in any of the above mentioned breach of the Contract for fourteen (14) days, after notice in writing shall have been given to the Contractor by the HCL requiring such breach to be remedied, or
- (e) Abandon the Work(s), or
- (f) During the continuance of the Contract, becomes bankrupt, makes any arrangement or composition with its creditors, or permits any execution to be levied or goes into liquidation other than for the purpose of amalgamation or reconstruction; or
- (g) Does not perform as per the agreed programme submitted by the Contractor.

#### **11.2 Termination due to Events of Default**

- (a) If HCL decides to terminate this Contract, it shall in the first instance issue Preliminary Notice to the Contractor. Within 15 days of receipt of the Preliminary Notice, the Contractor shall submit to HCL in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the “**Contractor's Proposal to Rectify**”). In case of non submission of the Contractor's Proposal to Rectify within the said period of fifteen (15) days, HCL shall be entitled to terminate this Contract by issuing Termination Notice, and to appropriate any Security, if subsisting.
- (b) If the Contractor's Proposal to Rectify is submitted within the period stipulated thereof, the Contractor shall have to its disposal a further period of fifteen (15) days to remedy / cure the underlying Event of Default. If, however it fails to remedy/cure the underlying Event of Default within the stated period, HCL shall be entitled to terminate this Contract, and to appropriate the Security, if subsisting.

#### **11.3 Rights of HCL on Termination**

- (a) HCL shall have the power to terminate the Contract and enter upon the Work(s) and take possession thereof and of the material, Temporary Works, Construction Plant, and stock thereon, and to revoke the Contractor's license to use the same, and to complete the Work(s) by its agents, other contractor or workmen, or to re-let the same upon any terms and to such other Persons as HCL in its absolute discretion may think proper to employ and for this purpose use or authorize the use of any material, Temporary Works, Construction Plant, equipment, stock etc. as aforesaid without making payment or allowance to the Contractor for the said material, other than such as may be certified in writing by the Engineer-in-Charge to be reasonable, and if HCL shall by reason of its taking possession of the Work(s) or of the Work(s) being completed by other contractor (due account being taken on any such extra work or Works which may be omitted) incur any extra cost then the amount of such excess as certified by the Engineer-in-Charge shall be deducted from any money which may be due for Work done by the Contractor under the Contract and not paid for and/or Performance Security . Any deficiency shall forthwith be made good and paid to HCL by the Contractor and HCL shall have power to sell in such manner and for such price as it may think fit, all or any of the Construction Plant, material etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of the proceeds of the sale.
- (b) The money that may have been due to the Contractor on account of Work executed by it shall not be payable to the Contractor before the expiry of six (6) calendar months reckoned from the date of Termination of the Contract or from the taking over the Work or part thereof by HCL as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such Work under the Contract will be exclusively with the Contractor and such money shall be subject to deduction of all amount due from the Contractor to HCL, whether under the terms of the Contract or otherwise, or required to be retained by HCL.
- (c) The rights and remedies of HCL as per this Article shall not constitute as limitation of Contractor's liabilities but shall be exclusive and in addition to any other rights and remedies provided under the Contract or by law for the time being in force.
- (d) Any waiver by HCL of any breach of the terms or conditions of the Contract shall not constitute a waiver of any subsequent breach of the same.
- (e) Any failure by HCL at any time or from time to time to enforce or require strict performance by the Contractor of any of the terms and conditions of the Contract, shall not constitute a waiver by HCL of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way or the right at any time to avail himself of such remedies as it may have for any such breach or breaches of such terms or conditions.
- (f) Failure to enforce any condition herein contained shall not operate as a waiver of the condition itself or any subsequent breaches thereof.

#### **11.4 Rights of Parties**



Notwithstanding anything to the contrary contained in this Contract, Termination pursuant to any of the provisions of this Contract shall be without prejudice to accrued rights of either Party including its right to claim and recover money, damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Contract, including without limitation those relating to Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

## **11.5 Termination Payments**

**11.5.1** In the event, any such action is taken by HCL, the Contractor shall be paid full amount for the up to date quantum of Work executed at Work Site as per billing schedule under the relevant items of Work under this Contract.

## **ARTICLE - 12**

### **DIVESTMENT OF RIGHTS AND INTERESTS**

#### **12 DIVESTMENT OF RIGHTS AND INTERESTS**

**12.1** Upon Termination of this Contract, the Contractor shall comply with the following:

- a) notify to HCL forthwith the location and particulars of all Work Facilities;
- b) deliver forthwith actual or constructive possession of the Work Site and Work Facilities free and clear of all Encumbrances and execute such deeds, writings and documents as may be required by HCL for fully and effectively divesting the Contractor of all of the rights, title and interest of the Contractor in the Work Facilities free of any charge or cost to HCL; and
- c) comply with the divestment requirements set out in Article 12.2 below.

**12.2** Upon Termination of this Contract, the Contractor shall comply and conform to the following Divestment Requirements in respect of the Work Facilities:

- (a) all Work Facilities including the equipment, roads, pavements, shall have been renewed and cured of all defects and deficiencies as necessary so that the Facilities are compliant with the Work Requirements set forth in this Contract ;
- (b) the Contractor delivers relevant records and reports pertaining to the Work;
- (c) the Contractor executes such deeds of conveyance, documents and other writings as HCL may reasonably require to convey, divest and assign all the rights, title and interest of the Contractor in the Work Facilities free from all Encumbrances absolutely and free of any charge or tax unto HCL or its nominee; and
- (d) the Contractor complies with all other requirements as may be prescribed under Applicable Laws to complete the divestment and assignment of all the rights, title and interest of the Contractor in the Work free from all Encumbrances absolutely and free of any charge or tax to HCL or its nominee.

**12.3** Not earlier than three (3) months before the expiry of the Contract Period but not later than thirty (30) days before such expiry, or in the event of earlier Termination of this Contract, immediately upon but not later than fifteen (15) days from the date of issue of Termination Notice, the Engineer-in-Charge shall verify, in the presence of a representative of the Contractor, compliance by the Contractor with the divestment requirements in relation to the Work Facilities and, if required, cause appropriate Tests to be carried out at the Contractor's cost for determining the compliance therewith. If any shortcomings in the divestment requirements are found by either Party, it shall notify the other of the same and the Contractor shall rectify the same at its cost.

**12.4** Upon the Contractor conforming to all divestment requirements and handing over actual or constructive possession of the Work Site to HCL or a person nominated by HCL in this regard, HCL shall issue a certificate (the "**Vesting Certificate**") within one month of Contractor

conforming to all divestment requirements and handing over actual or constructive possession of the Work Site and Work Facilities to HCL, which will have the effect of constituting evidence of divestment of all rights, title and lien in the Work Site and Work Facilities by the Contractor and their vesting in HCL pursuant hereto. Issue of the Vesting Certificate shall not be unreasonably withheld by HCL. The divestment of all rights, title and lien in the Work shall be deemed to be complete on the date when all the divestment requirements have been fulfilled and Vesting Certificate has been issued, it being expressly agreed that any defect or deficiency in any divestment requirement shall not in any manner be construed or interpreted as restricting the exercise of any rights by HCL or its nominee on or in respect of the Work on the footing as if all divestment requirements have been complied with by the Contractor.

## **ARTICLE - 13**

### **MODE OF PAYMENT BY HCL**

#### **13.1 Mode of Payment**

The Contractor hereby expressly authorizes HCL to make payment of Contract Price, Termination Payment, if any, and any other payment which becomes payable by HCL to the Contractor under this Contract directly to the credit of such bank account at \_\_\_\_\_, (Designated Account), and/or to make/issue and deliver cheques, drafts or other instruments in respect of such payments in favour of a bank at \_\_\_\_\_ (Designated Bank).

Payment will be made through e-mode for which Bank Mandate Form, as given in **Schedule-VIII**, duly filled up has to be submitted by the successful bidder.

#### **13.2 Valid Discharge**

The Contractor hereby agrees, undertakes and confirms that;

- (a) the payment to the credit of the Designated Account or to the Designated Bank shall be made by HCL notwithstanding any instructions to the contrary issued or disputes raised by the Contractor.
- (b) any payment made in accordance with Article 13.2 (a) shall be valid and HCL shall, to the extent of the payment so made, be relieved and discharged of all its obligations in respect of such payments under this Contract. Provided no such discharge shall prejudice any claim which the Contractor may have against the Lenders.

**ARTICLE - 14**  
**DISPUTE RESOLUTION**

**14.1 Amicable Resolution**

- (a) Save where expressly stated to the contrary in this Contract, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Contract including disputes, if any, with regard to any acts, decision or opinion of the Engineer-in-Charge and so notified in writing by either Party to the other (the "**Dispute**") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in part (b) below.
- (b) Either Party may require such Dispute to be referred to the work in charge of HCL and the Contractor for amicable settlement. Upon such reference, the two shall meet at the earliest as per their mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within fifteen (15) days of such meeting, either Party may refer the Dispute in accordance with the provisions of part (c) below.
- (c) In the event that any Dispute has not been resolved as per the provisions of (b) above, the same shall be referred to the director or a person of equivalent designation, of HCL and the Contractor for amicable settlement. Upon such reference, the two shall meet at the earliest as per their mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within fifteen (15) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Arbitration clause.

**14.2 Arbitration**

All question(s), dispute(s) or difference(s) of any kind whatsoever arising out of, or relating to the contract shall be referred by the parties to this contract for decision within 30 days from the occurrence of difference or the dispute, to a Sole Arbitrator.

The venue of the arbitration shall be Kolkata only. The award of the arbitrator shall be final and binding on the parties.

Subject to the above, the provision of Arbitration and Conciliation Act, 2015 and the rules there under and the statutory modifications thereof shall govern such arbitration proceedings and shall be deemed to apply and be incorporated in this contract.

Any dispute, if arises at any point of time out of arbitration shall have jurisdiction of the Court of Kolkata, West Bengal.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income -Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4 (1)/2013-DPE ( GM )/FTS- 1835 DATED 22-05-2018.

**ARTICLE - 15**  
**MISCELLANEOUS**

**15.1 Assignment and Charges**

- (a) Subject to Articles 15.1 (b) and Article 15.1 (c) herein below, neither Party shall assign this Contract or the rights, benefits and obligations hereunder save and except with prior consent of the other Party.
- (b) Except as provided in Article 15.1 (c) herein below, the Contractor shall not create nor permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under this Contract except with prior consent in writing of HCL, which consent HCL shall be entitled to decline without assigning any reason whatsoever.
- (c) Restraint set forth in Article 15.1 (a) and Article 15.1 (b) above shall not apply to:
  - (i) liens/Encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Contractor;
  - (ii) mortgages/pledges/hypothecation of goods/assets other than Work Site, as security for indebtedness, in favour of the Lenders and working capital providers for the Work;
  - (iii) assignment of Contractor's rights and benefits under this Contract to or in favour of the Lenders as security for financial assistance provided by them.

**15.2 Indemnity**

- (a) The Contractor shall at all times, indemnify and keep HCL and the Engineer-in-Charge indemnified against any claim and hold them harmless from any and all liabilities for death, bodily injury and/or damages resulting from or arising out of or in any way connected with the operations covered by the Contract. The Contractor shall be responsible for all risks arising in connection with or on account of the operations covered under the Contract and it shall make good all losses and damages arising therefrom. In case HCL or the Engineer-in-Charge incurs any cost, expense or loss on account of any claim, demand or cause of action brought against them and arising out of the operations covered by the Contract, HCL shall recover such cost, expense or loss from the Contractor. HCL shall have power, without being bound to do so, to defend, contest or compromise any such claim, demand or cause of action and any amount that may become payable by HCL and any expense that may be incurred by HCL in this behalf, shall also be recoverable from the Contractor.
- (b) The Contractor shall, at all times, indemnify and keep indemnified HCL and the Engineer-in-Charge and hold them harmless against any claim or demand which may be made, arising out of any use of existing patents, or alleged infringement of such patent or of other patent rights committed by the Contractor in carrying out the operations covered by the Contract and against all liabilities in respect thereof, and against all acts, suit proceedings, claim, cost and expense

whatsoever, which may be lodged against or incurred and become payable by HCL in respect thereof.

### **15.3 Governing Law and Jurisdiction**

This Contract shall be governed by the laws of India. The courts at Ranchi, India shall have jurisdiction over all matters arising out of or relating to this Contract.

### **15.4 Waiver**

- (a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Contract:
  - (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Contract;
  - (ii) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
  - (iii) shall not affect the validity or enforceability of this Contract in any manner.
- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Contract.

### **15.5 Survival**

Termination of this Contract shall not relieve the Contractor or HCL of any obligations except as otherwise provided in this Contract or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

### **15.6 Confidentiality**

The Contractor shall at all time keep confidential all oral and written information relating directly or indirectly to the Work; either disclosed to the Contractor by/or on behalf of HCL; or acquired by the Contractor during the course of performance of the Contract. The Confidential Information shall be held in strict confidence and used only for purposes of this Contract. The Contractor shall not disclose such information to any third party without HCL's prior written approval. If the Contractor is required to disclose any confidential information by operation of law, the Contractor shall notify HCL immediately and shall cooperate in seeking a reasonable protective order. Any contravention of the provision of this Article will tantamount to breach of the Contract.



**15.7 No Third Party Rights**

This Contract and all rights hereunder are intended for the sole benefit of the Parties hereto and, to the extent expressly provided in this Contract, for the benefit of the Lenders and, except as set forth in the Contract, it shall not imply or create any rights on the part of, or obligations to, any other entity or individual.

**15.8 Amendments**

This Contract and the schedules together constitute a complete and exclusive understanding of the terms of the Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

**15.9 Notices**

Unless otherwise stated, notices to be given under this Contract including but not limited to a notice of waiver of any term, breach of any term of this Contract and Termination of this Contract, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to HCL

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If to the Contractor

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Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

**15.10 Severability**

If for any reason whatsoever any provision of this Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid,

unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Contract or otherwise.

**15.11 No Partnership**

Nothing contained in this Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

**15.12 Language**

All notices required to be given under this Contract and all communications, documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English language.

**15.13 Exclusion of Implied Warranties etc.**

This Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

**15.14 Counterparts**

This Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Contract but shall together constitute one and only the Contract.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS CONTRACT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of HCL by:

For and on behalf of CONTRACTOR by:

\_\_\_\_\_

\_\_\_\_\_

Signature:

Signature:

Name: Name:

Designation: Designation:

Seal:

Seal:

In the presence of:

In the presence of:

1)

1)

**SCHEDULE - I**  
**ENGINEER IN CHARGE**

**PART A - RIGHTS AND OBLIGATIONS OF ENGINEER-IN-CHARGE**

Engineer-in-Charge shall be the officer as may be designated, deputed or authorized, by HCL for the purpose of the Work with the following rights and obligations:

1. Co-ordination with the various agencies/ contractors engaged in the Work Site and ensures minimum interference among such agencies/ contractor.
2. Ensure exchange of technical information with the Contractor in order to complete the Work economically with full efficiency.
3. Ensure smooth sharing of certain facilities, if any, among various contractors, interse.
4. Take cognizance of changes (leave/travel) in Work Managers or other key personnel of the Contractor.
5. In case of emergency/ contingency situations, execute work which are under scope of Contractor and the Contractor is unwilling or unable to execute the same
6. Review and record daily progress reports (containing details of progress of execution of the work, resources deployed, etc) prepared by Contractor.
7. Issue necessary instructions for Work for which specifications/ drawings have not been prescribed or issued by HCL. The instructions shall include execution of all details which shall cover incidental works whether temporary or permanent, which must evidently, required by reasons of the nature of the Works included in the Contract and are to be carried out by the Contractor in all respect.
8. Review and approve drawings, prints, articles, machinery or fabricated materials of work entering into or forming part of the permanent construction prepared by the Contractor, specifications/ details of which are not provided by HCL in advance.
9. Direct the Contractor to repair or replace the materials in case the same was issued by HCL and has been damaged or lost by the Contractor.
10. In case of delay in execution of Work by Contractor on account of non-procurement of certain material, issue such materials if available with HCL at the risk and cost of the Contractor.
11. Authorize the Contractor for the utility of materials for manufacturing the items which can be obtained from manufacturer in finished form.
12. Issue necessary directions to Contractor for execution of an indemnity bond in the prescribed form for the safe custody and accounting of the all materials issued by HCL.
13. Inspection of the materials used by the Contractor during the work process in the Work Site.

14. For the fabrication of the items required for the work, issue prior permission to remove the materials (in case of damage or waste).
15. During the transportation of the materials to the Work Site of erection, issue instructions prior to their actual erection and ensure that the things are not left lying around indefinitely.
16. Ensure that the staff employed by Contractor are as per the technical proposal of the Contractor and have valued qualifications and are efficient to perform the work
17. Periodically reviewing on time to time basis the attendance of a Work Manager or a contractor in the site of the work.
18. Take decision on the strata whether the ground qualifies to be termed as “bad ground”, and if the ground is liable to be termed as such, then have discussions with Contractor to finalize the minimum over break.
19. Approving and ensuring the levels and alignment of grouting below base plates.
20. Testing, commissioning and approving the machinery and equipments during installation and assembling in the company.
21. Provide guidance to Contractor, in case of erection of fencing and barricades during execution of the work.
22. Enjoy accessibility of the records of all pours showing dates, quantities, locations, weather, and temperature conditions, a tabulation of the code numbers of all test cylinders cast and the result of all slump tests.
23. Issue written approval in case of proposal from Contractor for use of any kind of additives.
24. On routine basis measurement and inspection of the lines and grades for the better and accurate result.
25. Check and approve all lines, levels, benches and gradients
26. If required, direct removal of survey stations

**PART B - Power of the Engineer-in-Charge to Order Suspension of Work:**

The Engineer-in-Charge may, as he deems fit, by giving directions in writing and without invalidating the Contract, order the Contractor to suspend the Work or any part hereof for such time and for such reasons, as he may consider necessary. The Contractor shall not, after such directions to suspend the Work or any part thereof has been given, proceed with the Work or part thereof until he receives a written order from the Engineer-in-Charge to do so. In the event of such suspension, the Employer may, under the provision of the Contract, extend the time for Completion of the Work or part thereof by such period as it may consider reasonable, provided the suspension is not due to violation of regulations by Contractor. The decision of the Employer in the matter shall be final and binding on the Contractor.

The Work or any part thereof shall not be suspended by the Contractor in any circumstance without prior knowledge and approval of the Engineer-in-Charge excepting accident(s) involving loss of life or serious bodily injury. If the Contractor proposes to suspend the Work or any part thereof, he should report to the Engineer-in-Charge furnishing the reasons necessitating such suspension(s) of Work in detail, and should obtain his prior written order before such suspension(s).

If it appears to the Engineer-in-Charge that any Work has been executed with unsound, imperfect or unskillful workmanship or with material or articles of unsound or of a quality inferior to the requirement of the Contract, the Contractor shall on order in writing from the Engineer-in-Charge, rectify or remove and reconstruct the Work forthwith so specified in whole or in part as the case may be, remove the material or articles at his own cost notwithstanding that the same may have been passed, certified and paid for. In the event of his failing to do so within a period as specified by the Engineer-in-Charge in his aforesaid order then the Engineer-in-Charge may rectify, remove, reconstruct and/or re-execute the Work or remove and replace with other material or articles as the case may be at the risk and cost of the Contractor.

**Inspection of work:**

1. The Engineer-in-Charge/Mines Manager or his representative which includes HCL's Surveyor and his staff, will have full power and authority to inspect the work at any time wherever work is in progress either on the site or at the Successful Bidder's premises/ workshop wherever situated, premises/ workshops of any person, firm or corporation where work in connection with the Contract may be in hand or where material are being or are to be supplied and the Successful Bidder shall afford or procure for the Engineer-in-charge or his representative every facility and assistance to carry out such inspection. The Successful Bidder shall at all time during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his representative to visit the works shall have been given to the Successful Bidder, either himself be present to receive orders and instructions or have a responsible officer duly accredited in written be present for the purpose.
2. No material shall be dispatched from the Successful Bidder's stores before obtaining the approval in writing of the Engineer-in-charge. The Successful Bidder is to provide at all times during the progress of work and the maintenance period proper means of access with ladder, gangways, etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the work by the Engineer-in-charge.

The Successful Bidder shall make available to the Engineer-in-Charge or his representative which includes HCL's Surveyor and his staff, free of cost all necessary instrument and assistance in checking or setting out of works and in checking of any works made by the Successful Bidder for the purpose of setting out and taking measurement of work.

## **SCHEDULE - II**

### **CONDITIONS FOR EMPLOYMENT OF LABOUR**

1. The Successful Bidder shall intimate the number of persons likely to be engaged by him for the performance of the contract to the Engineer-in-charge of HCL.
2. The Contractor shall carry out its operations in strict compliance of its obligations under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and various notifications issued from time to time under the act. The Successful Bidder will not start the work and payment will not be released unless he obtained the license required under the Contract Labour (Regulations and Abolition) Act 1970 and Rules framed there under.
3. The workers engaged by the Contractor shall be on its roll. The Contractor shall ensure that all labour engaged by the Contractor, whose assistance the Contractor has taken with prior written approval of HCL, shall be properly trained and qualified craft persons. The Contractor shall pay all their wages, other dues and benefits and shall abide by the Applicable Laws relating to employment of labour like Payment of Wages Act, Minimum Wages Act, Workmen's Compensation Act, Contract Labour (Abolition and Regulation) Act, and Workmen's Health Insurance etc.
4. The Contractor shall maintain all records required under the Applicable Laws relating to employment of workers in general and to Mine workers. HCL shall have the right to inspect all such records and the Contractor shall have the obligation to rectify all omissions and commissions relating to these records.
5. The Contractor shall, at its cost provide all facilities including medical facilities, canteen, training centre, recreation facilities etc. as may be required by the Applicable Laws or otherwise.
6. For employment of skilled/semi skilled/unskilled labour the Contractor will give preference to local people.
7. When so required by HCL, the Contractor shall furnish certificate of qualifications and experience of all workers employed by the Contractor, whose assistance it has sought with the prior written approval of HCL, and HCL, if so required by law, retain these certificates in its custody.

8. **Social Security Acts:**

**A. Deduction of P.F., Family Pension & E.C. Act. Etc.**

The Contractor shall comply with the provision of Employee Provident Fund and Miscellaneous Provision Act, 1952 and schemes and rules etc, framed there under and Employee Compensation Act 1923, and the rules etc., framed there under and all other laws of the land application to the employees of the Contractor. Those Contractor who has no own PF Establishment code shall deposit PF Contribution in ICC PF Trust and Pension Fund etc. through HCL/ICC through Bank

Draft or Banker Cheque through HCL/ ICC on or before 12<sup>th</sup> of the following months as per details given below:-

Sl.	Pay to	On Account of
1	PF Trust, India Copper Complex	15.67% on account of PF + 1.1% admin. Charges
2	Hindustan Copper Limited, India Copper Complex	8.33% Pension Fund + 0.5% EDLI Charges + 0.005% EDLI Insp. Charges

Those who fail to deposit the EPF with in stipulated period can be penalized under provision of Employee Provident Fund Act, 1952. Contractors those who have their own PF Establishment Code shall submit the Copy of bank challan as a proof of Depositing PF & Pension fund etc. to the respective RPFC along with Form 6A & 3A for the last Financial Year. The Contractor must submit Form 6A & 3A for the current financial year with in the stipulated period and SD will be released only after receipt of copy of Form 6A & 3A. In the event of failure on the part of the Contractor to deposit provident fund and pension fund, the company shall recover the same from the bills of the Contractor together with any other charges/penalty leviable for the said default of the Contractor and directly deposit the provident fund with HCL/ ICC employees provident fund and family pension with the appropriate authority.

The Contractor shall at all times indemnify the company against all claims, damages, compensation etc. that might be paid or become payable by the company under the said Employees Provident Fund and Miscellaneous Provision Act, 1952 and Employee's Compensation Act 1923 and all other labour, industrial and other laws of the land applicable to the employees engaged by the Contractor. Before commencement of the work, the Contractor must submit the copy of insurance covered under Employee's Compensation Act, 1923 of his labours going to be deputed under this Work Order in Central Human Resource Deptt., and then only they will be allowed to start the work.

#### **B. Wages to the Labour:**

Party will abide by laws with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970 etc. and also provisions of any other law as may be applicable from time to time. Wages of any kind i.e. Salary, Over Time, Bonus, and Advance or on any other account whatever shall be paid, through bank account only. Cash payment will not be allowed in any circumstance whatever the reason there may be.

## **SCHEDULE - III**

### **CONDITION FOR ENVIRONMENT, HEALTH & SAFETY MANAGEMENT**

#### **1. Environment, Health and Safety Management**

During the entire Contract Period, the Contractor shall observe and abide by the general guidelines and specific guidelines on environment, health and safety applicable to mining works in accordance with Applicable Laws and Good Industry Practices.

#### **2. Environment**

2.1 During the entire Contract Period, the Contractor's men and equipment shall conform to the provisions of all directions and orders issued by HCL in respect of environment protection.

2.2 The Contractor shall abide by and perform all Works in accordance with all applicable environmental laws, regulations and permits in force.

2.3 If after the execution of this Contract, any change in the Work or additional work is required due to new environmental laws and regulations not previously applicable to the Work, the Contractor and HCL shall agree upon the changes required and Additional Cost, if any. An addendum to the Contract will be executed incorporating the required changes and additional price, if any.

#### **3. Safety**

3.1 The Contractor shall, at all times, exercise all reasonable precautions for the safety of its personnel and employees/workers in the performance of its obligations under the Contract and shall comply with all lawful instructions of HCL and/or DGMS or other authority relating to safety in general and in particular to the safety of the Mine and its operations and safety of all persons engaged in the Mine and shall abide by all applicable provisions of the safety laws drawn up by the DGMS, GOJ or GOI or municipalities and other authorities in India and shall provide all facilities and gadgets required for the purpose. Any compensation to be paid to the workers/employees or others on any account including failure to observe safety laws shall be the responsibility of the Contractor. In case of non-compliance by the successful bidder, the same may be provided by HCL at the successful bidder's cost

3.2 The contractor shall be responsible for implementation of safety rules as per good industry practices and applicable laws and directions of DGMS.

3.3 Special precautions should be taken while deploying workers in the mine. Before employing any labour to the mine proper vocational training should be imparted and all rules and regulations in that regard should be strictly followed and shall ensure that:

3.3.1 No person/vehicle shall be deployed at any place other than authorized place.

3.3.2 All workers should obey lawful instructions of mine management.

3.3.3 All drivers shall obey systematic traffic rules prepared by management.



- 3.4 Before deployment of the workers, they must be trained and briefed about safety aspects in a mine. However during course of execution of the work, if any accident occurs whether major or minor, the matter shall have to be immediately informed to mine management so that Notices of accidents in accordance of the statutes (Reg. 9 of MMR 1961) be given and other necessary steps may be taken in accordance of the Mines Act 1952 and other relevant laws.
4. **Supervision of the work by the Successful Bidder and the Successful Bidder's agent and his supervising staff at the work site:**
- a) Ore production, development, and shaft sinking of Surda Copper Mine to be outsourced is statutorily under the control of Mine Manager and Agent of the Surda Copper Mine.
  - b) Regarding statutory supervision, the Successful Bidder and HCL management shall frame out a policy to comply with the provisions of MMR1961. However, for execution, supervision and control of the Contract, Successful Bidder shall deploy statutory qualified supervisors and officials experienced in the field of Metal Mining in all the three shifts of operation.
  - c) The Successful Bidder shall name and depute a qualified person having sufficient experience in carrying out work of similar nature, which the instructions for work are given.
  - d) The Successful Bidder shall keep at all time on the work site while the work is in progress, a properly qualified and competent Project Manager, duly authorized and empowered to act for him and to receive on his behalf all such notices and communications as the company and/or the Engineer-in-charge may wish to issue from time to time. From the moment the Project Manager so appointed takes charge of the work, such notices and communications shall operate as if the Successful Bidder himself had received them and all act done by Project Manager shall be "*quit facit per aliumperse*", which means "he who does through another does by himself". The act of Project Manager is the act of the Successful Bidder, as binding as if done by the Successful Bidder himself, notwithstanding absence of formal authority or definite instructions from the Successful Bidder to the said Project Manager or any purported restrictions or powers or limitations of authority imposed by the Successful Bidder. It shall be open to the company to enforce replacement of the Project Manager and/or any other employees of the Successful Bidder in the event that the Engineer-in-charge/ Mine Manager deems the Project Manager or any other employee to be incompetent or otherwise unacceptable at any time. The Project Manager shall arrange for receipt of material, supplies and equipment as per terms and conditions of the Contract.
  - e) The Successful Bidder is expected to employ only Indian Nationals. In case foreign expert(s) is/are required to be engaged, it should be specifically mentioned in the offer, but no foreign exchange will be payable by the company, wherever practicable, skilled/semi-skilled (if

available) and unskilled personals are to be recruited locally for underground and surface work.

**5. Fire Prevention**

The Contractor shall take all reasonable precautions to prevent break out of fire of any nature in the place or in the vicinity of the Mining Facilities. The Contractor shall be responsible for all damages due to fire directly or indirectly attributable to its activities or of its workers/employees. The Contractor shall have to provide a suitable, reliable and adequate fire fighting system by way of water pipeline with fire fighting hydrant points at various strategic locations in the Mining Facilities. In addition to this, fire extinguishers of different types such as CO<sub>2</sub> type, foam type, dry chemical powder type and soda-acid type, suitable for industrial use shall be provided at different required locations. Fire hydrants and fire fighting facilities shall also be provided at vulnerable points like workshops, fuelling facilities, mine offices etc. within the Work Site. The Contractor shall prepare a plan for this purpose, obtain the approval of HCL and shall implement the plan, after such modifications/ additions as HCL may prescribe. The fire fighting plan should comply with all Applicable Laws and the Contractor shall obtain necessary approvals from the statutory authorities.

**6. Sanitary and Medical Requirements**

The Contractor shall promptly and fully comply with the Applicable Laws and provide sanitary and medical requirements, or as may be prescribed by HCL or by Engineer-in-Charge for proper work, safety and health of the workers/employees and of the local communities. In case of such non-compliance of the Contractor, the same may be provided by the Engineer-in-charge at the Contractor's cost.

**7. Cleanliness**

All portions of the work shall be maintained and kept neat, clean and proper sanitary conditions shall be maintained at all time.

**8. First Aid**

The Contractor shall keep first aid facilities and provisions as required under Applicable Laws at the work site.

**9. Protection of Work**

The Contractor and its workmen shall protect the work, excavations, equipment existing installation and material belonging to the Contractor and HCL from damage until the issuance of Completion Certificate to the satisfaction of the Engineer-in-Charge. Should any damage occur, due to negligence of the Contractor he shall repair it at his own cost, to the satisfaction of the Engineer-in-Charge.

**10. Drinking Water**

The Contractor shall make necessary arrangements for sufficient supply of cool and wholesome drinking water as per the provisions of Applicable Law.

**11. Conservancy**

The Contractor shall make necessary arrangements urinals and latrines at the Work Site in accordance with the Mines Act and rules thereto.

**12. Work Hours**

The Contractor shall comply with the requirements of the work hours and wages as prescribed by the Mines Act and rules thereto. Shift timings of Surda Mine need to be followed. The persons of Successful Bidder shall be abide by the rules of 'Time Office' of the Surda Mine registering 'in' and 'out' attendances as per the statute.

**SCHEDULE - IV**  
**SUPPLIES FROM HCL**

HCL shall provide following material, equipment, article etc. free of any charge unless otherwise mentioned to the Successful Bidder to perform the work awarded under this contract.

1. Power: HCL shall provide power to the Contractor from 33 KV substation at Surda & 33 KV receiving substation at Mosaboni:

The Contractor shall make its own arrangement at his own cost making use of the existing facilities of HCL available at work sites. The Contractor also provide suitable electric meters, fuses, switches etc. which should be in the custody and control of HCL. The recovery rate for power supply shall be as per prevailing rate of Indian Copper Complex. HCL shall not however guarantee for the supply of power and no compensation for any failure or shortage of supply of power will be entertained and this also does not relieve the Contractor of his responsibility for timely completion of this work.

Contractor shall comply with CERA-2010 & ensure to maintain power factor above 0.85. HCL shall charge the successful bidder for Power at applicable rate.

Power tariff per kWh + surcharge per KVA.+ penalty for low power factor as levied by Authorities.

Details of power tariff as on 30.06.2019 for Surda Mine is below :

1. Energy Charge :Rs 5.50/- per kWh
2. Maximum Demand Charge : Rs 350/- per KVA
3. Penalty for exceeding Contract Demand : Rs 525 /- per KVA ( Present contract demand / Maximum demand is 3500 KVA for Surda Mine)
4. Penalty in case of low power factor as levied by Authorities.

In addition to above presently new power connection ( 11 KV) has taken for Surda Water Filter Plant which shall also be recoverable from Contractor.

Details of power tariff as on 30.06.2019 for Water Filter Plant is below :

1. Energy Charge :Rs 5.50/- per kWh
2. Maximum Demand Charge : Rs 350/- per KVA
4. Penalty for exceeding Contract Demand : Rs 450 /- per KVA ( Present contract demand / Maximum demand is 150 KVA for Water Filter Plant)
3. Penalty in case of low power factor as levied by Authorities.

Power tariff will be recovered as per actual from the contractor.

2. Water: The contractor shall make use of the existing facilities for drawal and treatment of water and make its own arrangement whenever and wherever necessary. The tariff for water drawal and water cess has to be borne by the contractor. Maintenance and augmentation of all pumping installations, pipe network and distribution system will have to be carried out by the Contractor at his own cost. . Water recycling has to be done by the Contractor to conserve water by making best efforts.

3. Compressed Air: Compressed air will be arranged by the contractor. However it can make use of the existing facilities on as is where is basis and augment those as per the requirement.
4. Land for Contractor's Field office, Godowns, Workshop: HCL will at own discretion and convenience and for the duration of the execution of the Work, make available near the Project Site, land free of charges to the Contractor for construction of temporary structures for Contractor's field office, godowns, workshops and assembly yard required for the execution of the Contract on an "as - is basis" at no cost to HCL. In case of any modifications, upgrades etc that need to be carried out by the Contractor at his own cost.
5. Residential Accommodation: The residential accommodation in the HCL Colony can be given to the Contractor on as is where is basis subject to availability as per the prevailing rate is for HCL employees.

In addition to monthly rent, the contractor has to:

- i. deposit a refundable, interest free security deposit amounting to INR one lakh.
  - ii. pay electricity charges on actual.
  - iii. pay water charges @ Rs 50/month/house.
6. The successful contractor can utilize the building / structure available at the site for office, lamp room, work shop, canteen which will be made available to him on "as is where is" basis. Repair, if required any, will be done by the contractor at his own cost. These building / structure etc will be handed over to HCL on completion of the work.

**SCHEDULE - V**

**Schedule of items and Rates**

**As given in Appendix X**

## SCHEDULE - VI

### ESCALATION

Awarded rate for all items mentioned in Price Bid shall remain firm during the entire contract period. However, suitable compensation will be provided for variation in rate of the following items to be calculated in manner given in formula below:

1) **Labour Escalation** = Awarded Rate in Rs per Unit \*  $\frac{(L_2 - L_1)}{L_1}$  \* 0.50

Where:

$L_1$  = Minimum wages of Unskilled labour in non-coal mines (below ground) for schedule employment as per Central Govt., as on the last date of submission of tender.

$L_2$  = Minimum wages of Unskilled labour in non-coal mines (below ground) for schedule employment as per Central Govt., on the first day of the quarter under review.

2) **Material Escalation** = Awarded Rate in Rs per Unit \*  $\frac{(M_2 - M_1)}{M_1}$  \* 0.10

Where:

$M_1$  = All India Wholesale Price Index as published by the RBI Bulletin (New Series) (Base 2011-12 =100) of all commodities as on the month of Tender submission.

$M_2$  = All India Wholesale Price Index as published by the RBI Bulletin (New Series) (Base 2011-12 =100) of all commodities as on the quarter under review.

3) **Fuel and Power Escalation** = Awarded Rate in Rs per Unit \*  $\frac{(F_2 - F_1)}{F_1}$  \* 0.10

Where:

$F_1$  = Average Index number for Wholesale Price for group fuel and power as published by the RBI Bulletin (New Series) (Base 2011-12 =100) of all commodities as on the month of Tender submission.

$F_2$  = Average Index number for Wholesale Price for group fuel and power as published by the RBI Bulletin (New Series) (Base 2011-12 =100) of all commodities as on the quarter under review.

**Revised rate for the quarter under review = Awarded rate + changes due to Labour escalation (i) + changes due to change in All India Wholesale Price Index of all commodities (ii) + changes due to change in Fuel and Power escalation (iii).**

**NOTE:**

- i. The compensation for escalation shall be worked out on quarterly basis on the first day of every month.
- ii. Documentary evidence regarding increase in All India Wholesale Price Index of all commodities will also have to be submitted by the successful contractor for claiming escalation.
- iii. If the contract is to be extended beyond the stipulated period for completion of the work due to fault on part of the contractor, escalation on prices/wages will not be allowed. In such case, the rate with escalation as applicable prior to commencement of the extended period shall be paid to the contractor during the extended period of the contract. However, if the delay in the completion of work by the contractor is due to HCL's fault, escalation on prices/wages will be allowed during the extended period.



**SCHEDULE – VII**

**PERFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT**

(ON NON-JUDICIAL STAMP-PAPER OF APPROPRIATE VALUE)

**To,**

**Hindustan Copper Limited,  
‘Tamra Bhawan’  
1, Ashutosh Chowdhury Avenue,  
Kolkata – 700 019**

**Dear Sir,**

M/s----- upon being awarded the work of [ ] at Surda Copper Mine under tender/LOI/Work Order No. ----- approached us with the request to furnish Hindustan Copper Limited at Corporate Office, Kolkata a Bank Guarantee for Rs. -----only (Rupees ----- only) towards security deposit. At their request and in consideration of the promises we ----- have agreed to give guarantee as hereinafter mentioned.

1. We ----- hereby agree and undertake that if in your opinion any default is made by the said M/s ----- in performing any of the terms and/or conditions of the agreement or if in your opinion he commits any breach of agreement or there is any demand by you against the said M/s. ----- then on notice to us by you we shall on demand without demur and without reference the said M/s. ----- immediately pay to your, in any manner in which you may direct, the said amount of Rs.----- only (Rupees ----- only ) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against the said M/s ----- and we shall be liable to pay the aforesaid amount as and when demanded by you merely on a claim being raised by you and even before any legal proceedings are taken against the said M/s -----.
2. You will have full liberty without reference to us and without affecting this guarantee. Postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s. ----- and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s. ----- which under law relating to sureties would but for the provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. ----- only (Rupees ----- from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or

disputes have been raised by the said M/s. ----- and/or that any dispute or disputes are pending before any officer, tribunal or court.

4. Our guarantee herein contained shall not be determined or affected by the liquidation or winding up of dissolution or change or constitution or in solvency of the said M/s. ----- but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liability or liabilities.
5. Our liability under this guarantee is restricted to Rs. -----only (Rupees ----- only). Our guarantee shall be valid up to ----- and we are liable to pay the guaranteed amount or any part thereof under the Bank Guarantee only and only if you serve upon us a claim or demand or a suit/action to enforce a claim under guarantee is filed against us on or before -----.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the power of attorney dated ----- granted to him by the Bank.

Yours faithfully,

-----

-----

----- Bank

(Signature of a person duly authorized to sign on behalf of the Bank).

**SCHEDULE -VIII**

**MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET & RBI**

To

Hindustan Copper Limited,

.....  
 .....

Dear Sir,

Sub: Authorization for release of payment due from HCL,-----through  
 Electronic fund transfer (RBI-EFT)/ Internet /RTGS.

Refer Work Order No..... dated.....

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of the Party :
2. Address of the Party :.....

.....  
 City:.....Pin Code.....  
 E-mail Id:.....  
 Permanent Account Number:.....

3. Particulars of Bank:

Bank Name						Branch Name					
Branch Place						Branch City					
Pin Code						Branch Code					
MICR No											
(9 Digits code number appearing on the MICR Band of the Cheque supplied by the Bank. Please attach Xerox copy of a Cheque of your bank for ensuring accuracy of the Bank name, Branch name and Code number)											
Account Type		Savings			Current			Cash Credit			
Account Number (as appearing in the Cheque Book)											
RTGS/IFSC Code											

4. Date from which the mandate should be effective:

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold Hindustan Copper Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RBI EFT/Internet/RTGS.

Place:

Date:

Signature of the Party/Authorized Signatory

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)

**N.B.:**RTGS / NEFT charges, if any, shall be borne by the party.

## **Schedule IX**

### **Statutory Dues**

1. **CONTRACT LABOUR (R&A) ACT' 1970** The successful bidder is required to obtain Labour License under Section 12 of the Contract Labour (Regulation and Abolition) Act 1970 read with Rule-21 of the Contract Labour (Regulation and Abolition) Central Rule, 1971 and submit the same to Engineer In-charge or his authorized representative valid from date of work till the end of the work period. It will be the successful bidder's responsibility to pay the wages/salaries to its employees on the payment date fixed as per their own standing order and in absence thereof the standing order of the concerned mines.
2. **MV ACT:**
  - a. The successful bidder shall follow the M.V. Act during process of transport in the mines premises. The valid license in respect of drivers of vehicle shall be produced for verification by Engineer In-charge or his authorized representative as and when required. The successful bidder is further required to register itself with concerned Transport Authority as a Transporting agent.
  - b. Any other Act, Rules, Legislation does not specifically mentioned here shall be complied with by the successful bidder if it is required to be complied with by HCL/ successful bidder.
3. **WORKMEN'S COMPENSATION ACT:** The successful bidder shall report occurrence of all accidents of their employees arising in the course of the work and shall effect payment of compensation as per the Workmen's Compensation Act, 1923 as amended from time to time within the prescribed time limit. In case of any accidents the successful bidder must immediately bring it to the notice of the Manager in writing, who will send, necessary notice to the concerned authorities within 24 hrs. of accident. In the event of successful bidder's failure to pay/deposit with the Commissioner, the amount of compensation payable under the Workmen's Compensation Act, 1923, HCL shall have the right to set apart the relevant amount from pending bills or other assets of the successful bidder with them for due settlement of the claim arising under the said Act and Rules at their own discretion and the successful bidder shall bear the full responsibility in this behalf. In case the successful bidder fails to report after occurrence of accident within 2 hours, then the non-reporting will be taken as violation of the present agreement by the successful bidder and HCL reserves the right to take action as deemed fit under the statute and this will be treated as breach of agreement provision / terms .
4. **TOOLS & IMPLEMENTS:** The successful bidder shall provide all tools, implements, vehicles and all other materials including safety equipments required for the purpose.
5. **LABOUR WELFARE:** The successful bidder shall carry out all the mining operation and comply strictly with all provisions of the Mines Act, 1952, Mines Rules, 1955 and Metalliferous Mines Regulations, 1961, MMRD Act, Payment of Wage Act, Payment of Wages (Mines) Rules, PF & MP

Act and any other orders, instructions, amendments etc, connected with the above Act, Rules & Regulations as applicable to the concerned mine. In the event of their failure to do so, the HCL shall be free without prejudice to its other rights, to remedy the breach and recover the cost thereof by making deduction from the successful bidder's bill, security deposit or otherwise. The successful bidder shall keep the HCL indemnified against all cost, damages, loss or any payment whatsoever, that the HCL may incur as a result of such non-compliance.

6. MATERNITY BENEFIT ACT, 1961: The successful bidder shall abide by the provisions of the Maternity Benefit Act, 1961 and the rules framed there under and maintain such registers and documents in prescribed forms as required under the above mentioned statutes and produce before the Officers of the HCL and other statutory authorities prescribed in this behalf, as and when required.
7. INDUSTRIAL DISPUTE ACT: The successful bidder shall comply with all provisions laid down in the Industrial Dispute Act, 1947 and matters relating to the settlement of various disputes arising in the work allotted to him and shall abide by the provisions of the said Act and Rules framed there under by the Central Government in matters of retrenchment, lay off and conditions of service of the employees engaged in it works. Besides, it shall adopt all measures in the direction of maintenance of perfect industrial peace in the work allotted to it.
8. MINIMUM WAGES & PROVISIONS UNDER STATUTE:
  - 8.1 The successful bidder shall take into account the recent notification of Government of India or any change during the tenure of the contract in regard to payment of minimum wages in respect of mine workers and shall pay in conformity with the provision of the said Act to all categories of workers employed or to be employed by him and shall also fix the norm of payment under different items in conformity with the above Act.
  - 8.2 The successful bidder shall be responsible to fulfill the provisions under the Mines Act, Regulations and rules framed there under as amended from time to time and as per recommendation of 10<sup>th</sup> and 11<sup>th</sup> conference on safety in mines (As at Annexure – ) recommendation of any other Safety Conference, Circulars issued by DGMS in the matter of mining, health .cleanliness, working hours annual leave with wages etc. and various other provisions in the said Act in the works connected with the operation of Mines.
  - 8.3 (a) The successful bidder shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of Agreement Rules/By-laws framed hereunder including, but not limiting to the following, shall maintain such registers and documents as are required under the various statutes, for production of the same before HCL and/or other Statutory Authorities prescribed in this behalf as and when required. Non-compliance of the provisions/stipulations of these Acts will render the successful bidder liable to payment necessary compensation/penalty as deemed fit by the Company.
    - i. The Contract Labour (Abolition & Regulation ) Act, 1971.

- ii. The Payment of Wages Act ,1936.
- iii. The employees Provident Fund Act, 1952 & Employees' Provident Fund Scheme, 1952.
- iv. The Maternity Benefit Act, 1961.
- v. The Payment of Bonus Act, 1956.
- vi. The Mines Act. 1952.
- vii. The Industrial Disputes Act,
- viii. The Payment of Workmen's Compensation Act, 1923.
- ix. The Minimum Wages Act, 1948.
- x. The Payment of Gratuity Act,1971.
- xi. Forest Conservation Act, 1980.
- xii. AIR & Water Pollution Acts.
- xiii. Mines Rules, 1955.
- xiv. Metalliferous Mines Regulations, 1961.
- xv. Indian Explosives Act, 1984 & Indian Explosives Rules, 2008.
- xvi. Mines Vocational Training Rules, 1966.
- xvii. Mines & Minerals Regulation & Development Rules, 1998.
- xviii. Mineral concession Rules, 1960.
- xix. Mineral conservation & Development Rules, 1960.
- xx. Environment Protection Act, 1986 and Environment Protection Rules, 1986.
- xxi. Indian Forest Act, 1927.
- xxii. Indian electricity Rules, 2003.
- xxiii. Indian Electricity Rules, 1956.
- xxiv. Motor Vehicles Act, 1988.
- xxv. Companies Act, 1956
- xxvi. Partnership Act, 1932

It shall be the sole responsibility of the successful bidder to ensure all kinds of payments to its workers and submissions of returns in time, as required by various authorities concerned. In case of the Agency's/Bidders default in making statutory payments in time, HCL reserves the right to deduct necessary amount from the Agency's/Bidders bill, towards such payment without prejudice to the rights and remedies of HCL

(b): Any other Act, Rules, Legislation not specifically mentioned here shall be complied with by the successful bidder if it is required to be complied with by HCL/ successful bidder.

## 9. OCCUPATIONAL SAFETY AND HEALTH.

9.1 The successful bidder shall, at all times, at its cost, ensure that it takes all necessary precautions for the safety of all its personnel on the Mine facilities, including the successful bidder's employees, agents, consultants and sub-agencies and their employees and consultants.

9.2 The successful bidder shall, inter alia, comply with the following:

- mine safety provisions of the Mine Plan;
- all applicable laws including laws relating to occupational health and safety.

9.3 If the successful bidder fails to comply with any obligation under 9.2 above, HCL, upon notice, may perform any obligation of the successful bidder on behalf of the successful bidder, at the cost of the successful bidder.

9.4 The successful bidder shall submit to HCL within 24 (twenty four) hours, details reports of any accidents and/or incidents.

9.5 The successful bidder shall bear the costs of any occupational safety and health mitigation measures implemented on the Mine Facilities. In the event of non-compliance to occupational safety and health measures or otherwise, the successful bidder shall bear the full costs associated with fines, remediation, and/or compensation.

## 10. ACCIDENT OR INJURY TO WORKMEN.

10.1 HCL shall not be liable for or in respect of any damages or compensation payable as per law in respect of and in consequences of any accident or injury to any workmen or any other person in the employment of the successful bidder, save and except for accident or injury resulting from any act or default of HCL. The successful bidder shall indemnify and keep HCL indemnified against all such damages and compensation (save & except as aforesaid) as against all claims demands, proceedings, costs, charges and expenses whatsoever in respect or in relation thereto.

10.2 The successful bidder shall at all time indemnify HCL against all claims for compensation under the provision of the Workmen's Compensation Act, 1923, or any other law for the time being in force by or in respect of any workmen employed by the successful bidder in carrying out the Agreement and against all costs and expenses for penalties incurred by HCL in connection therewith and (without prejudice to any other means of recovery). HCL shall be entitled to deduct from the successful bidder any money due or becoming due to the successful bidder (whether under this Agreement or any other agreement) payable by way of compensation aforesaid or for costs or expenses in connection with and claims thereto. The successful bidder



shall abide by the decision of HCL as to the sum payable by the successful bidder under the provisions of this clause.

- 10.3 In respect of all labourers employed by the successful bidder on the Mine Facilities, the successful bidder shall comply with all legislations and rules of State and/or Central Government or other local authority frame from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed for the works. The rules and other statutory obligations with regard to the wages, welfare and safety measures, maintenance of registers etc. shall be deemed to be part of the Agreement.
11. DRINKING WATER: The successful bidder has to make arrangement for supply of drinking water to their labourers and staff at his cost. However, from the existing water supply facilities in camp, if available, HCL may supply water to the workers and staff of the successful bidder on the written request of the successful bidder in mine or any other working place in the mine. The successful bidder has to accept the rate of water charges in writing before the supply is effected. Potable drinking water shall be supplied to every workers working under him.
12. MEDICAL FACILITIES, VOCATIONAL TRAINING & SAFETY EQUIPMENTS:
- 12.1 The successful bidder has to provide all medical facilities to their labourers and staff at their cost.
- 12.2 Vocational training to the successful bidder's workers is compulsory and will be provided by the HCL. But daily wages of the workers during the period of initial training as well as refresher course as per the V.T. Rules and the cost of photographs will be borne by the successful bidder. No contract labour shall be employed without training at VT center provided, however, that the labourers have already been trained in some other mines earlier.
- 12.3 Safety equipment like helmets, boots, goggles, safety belts, leg guard shall be provided by successful bidder at its own cost to all its entitled workers. The successful bidder has to ensure use of such equipments by the worker at the work site as per statute. In case the successful bidder fails to provide such equipments the Mines Manager of the mine shall procure these safety equipments and supply to the workers of the successful bidder. The entire cost of such procurement plus 17.5% for other charge shall be recovered from the successful bidder's bills.
13. BONUS: The successful bidder shall solely be responsible in respect of payment to the labourers under the Payment of Bonus Act, 1965 as amended from time to time. He shall also be solely responsible for maintenance of records in respect of the above payment and submission of returns in accordance with the provisions of the said Act.
14. EPIDEMIC/ CONTAGIOUS DISEASES: The successful bidder shall report immediately to the HCL every case of epidemic or contagious disease occurring in colonies occupied by the employees of successful bidder. Failure to do so will render the successful bidder liable to the HCL for any expenses or liabilities incurred by reason of such failure. The failure will be treated as breach of contract.

15. MEDICAL EXAMINATION: The successful bidder at its cost shall arrange for initial Medical examination & periodical medical examination of its entire entitled employee as per Mine Rule, 1955. However, in case the successful bidder does not do the same, HCL may do the same on behalf of successful bidder & the entire cost so borne shall be deducted from the payable of the successful bidder.
16. The successful bidder shall be responsible for compliance of all the rules and regulations of Ministry of Environment & Forest (MoEF) & Jharkhand State Pollution Control Board (JSPCB) applicable to the mining industry, and to comply the terms and conditions as per the Environmental Clearance order of the MoEF& JSPCB. To monitor the environmental data periodically as per directives/condition of the MoEF& JSPCB.

The successful bidder shall take full responsibility for stoppage of work, as a result of noncompliance to above rules and violations pointed by the enforcing agencies, there.

The successful bidder shall at his own cost and time rectify all the defects/violations pointed out by such statutorily authorities.

Such stoppage of work shall not be taken as a valid reason for not achieving the targets and HCL shall be free to impose penalty stipulated in the tender document.

The successful bidder shall defend, indemnify and hold the HCL harmless from any liability or penalty, which may be imposed by the central/state or local authorities, by the reasons of any assorted violation, by the successful bidder and also from all claims, suits or proceedings, those may be brought against the corporation.