



HINDUSTAN COPPER LIMITED
(A Government of India Enterprise)

**TENDER DOCUMENT FOR BASIC ENGINEERING & CONSULTANCY ON
PASTE FILL/ HYDROFILL PLANT AT MALANJKHAND UNDERGROUND
MINE, MADHYA PRADESH, INDIA**

No.: HCL/HO/M&C/MCP/Paste/2018/01 Dated 10/08/2018

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

NOTICE INVITING TENDER

Tender Notice No.: HCL/HO/M&C/MCP/Paste/2018/01 Dated 10/08/2018

Hindustan Copper Limited (HCL), a Public Sector Undertaking under the administrative control of the Ministry of Mines, was incorporated on 9th 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 e-Tenders under two bid systems from experienced and reputed Consultancy firm (herein referred as bidders) for making viable possible options for engineering a suitable backfill using the Malanjkhand beneficiation Plant mill tailing and also from the output of COT Plant for its Malanjkhand underground mine at Madhya Pradesh, India over a period of 5 months (from the date of receiving tailing sample and output of COT Plant). The interested bidders are requested to note the following:

1. Under two bid system, the first bid (the “Techno Commercial 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://eps.buyjunction.in> of M/s. Mjunction Services Limited, Kolkata, who are our service provider for Enterprise Procurement System.** The documents pertaining to “Techno Commercial Bid” (only Part I Bid) are to be submitted in sealed packet at address mentioned in Tender. The price bid at above e procurement portal will be opened only of those bidders who qualify techno commercially. Please refer clause no. 1.11 for detailed procedure for submission of bids.
2. The Tender document can be purchased from the office of the Executive Director (M&C), HCL, Kolkata as per clause 1.9 on any working day on payment of Rs 5,000/- (Rupees Five Thousand only) through non refundable demand draft/banker’s cheque in favor of “Hindustan Copper Limited”, payable at Kolkata. The bidders purchasing the document from HCL shall submit along with

the Part-I bid of the tender, the original receipt for payment of 5,000/- (Rupees Five Thousand only) to HCL towards the cost of the tender document. Tender document can also be downloaded from the HCL website (<http://www.hindustancopper.com>). Bidders who download the tender document from the HCL website must submit a tender document fee of the same amount (Rs 5000/-) in the form of a non-refundable demand draft/banker's cheque drawn on any schedule commercial bank payable at Kolkata along with their Part-I bid of the tender. The bids 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 the following executives and may correspond to:

1. Executive Director (M&C)
Hindustan Copper Limited
'Tamra Bhawan'
1, Ashutosh Chowdhury Avenue
Kolkata – 700 019
Email dkmahajan@hindustancopper.com
Tel: +91 33 22900397
Mobile: +91 94330 01147

and

2. Deputy General Manager (M&C)
'Tamra Bhawan'
1, Ashutosh Chowdhury Avenue
Kolkata – 700 019
Email sunil_p@hindustancopper.com
Mobile: +91 9449033431

b. The e bids (including the Part I) have to be submitted in the e tendering portal and the documents pertaining to Part – I (Techno Commercial Bid) of the tender must be submitted on or before as per schedule mentioned in **clause 1.11** at the above mentioned address or dropped in the tender box located on the 3rd floor of 'Tamra Bhawan'.

The Tenders shall be opened as per schedule mentioned in **clause 1.11**. 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. All communications, including the tenders should have the following information super scribed at the top of the packet in bold letters:

“TENDER No: HCL/HO/M&C/MCP/Paste/2018/01 Dated 10/08/2018

For Basic Engineering & Consultancy on Paste Fill / Hydro Fill Plant at Malanjhand underground mine, Madhya Pradesh, India”

The name and address of the bidders should be clearly mentioned at the left side of the packet.

d. Official website for notices:

All notice related to this tender including Clarifications / Amendments / Corrigendum to the tender document shall be available on website of HCL <http://www.hindustancopper.com> under the heading “Tenders”.

(D K Mahajan)
Executive Director (M&C)
for
Hindustan Copper Limited

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 and analysis if any required with respect to the tender 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.

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

TENDER DOCUMENT

SECTION I –TENDER INVITATION

1. INTRODUCTION

1.1 HCL, a public sector undertaking under the administrative control of the Ministry of Mines, Govt. 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.

1.2 BRIEF DESCRIPTION OF MALANJKHAND UNDERGROUND MINE:

Malanjkhand Copper Project (MCP) is located 90 km north-east of Balaghat District of Madhya Pradesh in Central India. It is about 22 km south-west of Baihar and 300 km north-east of Nagpur.

Malanjkhand open pit is at the fag end of its life. MCP open pit will have its final pit bottom at 340 mRL at the North and Central part and 400 mRL at the southern end. For conversion of underground mine below open pit, sinking of Production Shaft, Service Shaft, North Ventilation Shaft, South Ventilation Shaft, development of North Decline and South Decline is in progress. Mining of ore from North Extension and South Extension by underground mining is also being planned.

HCL desires to engage a reputed Consultancy firm for making viable possible options for engineering a suitable backfill plant using with target uniaxial compressive strength will be $650 * 1.5 = 1000$ KPa the Malanjkhand Beneficiation Plant mill tailing and also from the output of COT Plant for its Malanjkhand underground mine under development at Madhya Pradesh, India, India for a period of 5 months initially for testing and then subsequently for executing as per clause 1.5 (from the date of receiving tailing sample and output of COT Plant). In later stage, HCL will engage a separate EPC contractor for detailed engineering, erection and commissioning of Paste Plant at Madhya Pradesh based on the test result for paste filling, through open tendering process and the successful bidder would be engaged for executing the Scope of Work under clause 1.3.2 of Section I of Tender Invitation.

However, the successful bidder in testing programme will not be eligible for taking participation in the tendering process for commissioning of plant to avoid conflict of interest.

1.3 SCOPE OF WORK:

The Selected Bidder shall be responsible for the below mentioned works to achieve the objective from their own Research Design laboratory / a laboratory having an accreditation certificate from the statutory authority of the country where it is located:

1.3.1 Part A: Testing Programme

1.3.1.1 Testing Programme:

1.3.1.1.1 Tailing Characterization: Objective is to obtain the properties of tailings to finalize tailings preparation program:

The proposed laboratory material testing programme should be based on producing paste backfill which will allow the successful bidder to properly size equipment and refine the cost estimate to the required level of accuracy. Based on the results of trade off study, the choice of type of backfill technology may differ and may require changes to the proposed testing programme. The scope of services of the successful bidder's laboratory material testing to support the design of a paste backfill system / Hydrofill system is as follows:

- Sample Preparation, and Material Characterization:
 - Health and Safety screening and ICP-MS (trace metals analysis);
 - Mineralogical and Chemical Composition (XRD / WRA); and
 - Particle Size Distribution (PSD) and Specific Gravity (SG)
- Rheological Testing:
 - Yield Stress vs wt% Solids and Solids Content Vs Slump;
 - Paste Stability including Water Bleed and Plug Yield Stress profile; and
 - Dynamic Yield Stress and Viscosity vs. wt% Solids Content
- Flow Loop:
 - Testing 5 different Tailings paste densities;
- Thickening / Dewatering Test Work:

- Bench Scale Settling Tests (Flocculent Screening / Dosage and Under flow Density);
 - Vacuum Filtration Testing; and
 - Vendor Thickening and Filtration Test Work.
- Unconfined Compressive Strength (UCS) Testing:
 - First Set of Cylinders to narrow down the binder type (Table 1); and
 - Second Set of Cylinders to define mix recipes (Table 2).

Table 1: First Set of Cylinders Test Matrix for Binder Selection

Mix	Binder Content (%)	Binder Type	Aggregate	Slump mm (inch)	Days Curing (Number of Cylinders Required)	
					7	28
1	5	TBD Type 1	No	178 mm (7')	3	3
2	5	TBD Type 2	No	178 mm (7')	3	3
3	5	TBD Type 3	No	178 mm (7')	3	3

Table 2: First Set of Cylinders Test Matrix for Recipe

Mix	Binder Content (%)	Binder Type	Aggregate	Slump mm (inch)	Days Curing (Number of Cylinders Required)	
					7	28
1	TBD	TBD	No	178 mm (7')	3	3
2	TBD	TBD	No	178 mm (7')	3	3
3	TBD	TBD	No	178 mm (7')	3	3
4	TBD	TBD	No	254 mm (10')	3	3
5	TBD	TBD	TBD	178 mm (7')	3	3
6	TBD	TBD	TBD	178 mm (7')	3	3
7	TBD	TBD	TBD	254 mm (10')	3	3

1.3.1.1.2 Tailing Preparation (based on assumption that tailings are too coarse): Objective is to increase the fines to make a paste:

- Option 1: Grinding a portion of the material to increase the amount of fine.
- Option 2: Cyclone a portion of the tailings (to recover fines or remove coarse fraction).
- Option 3: Look at blending in finer material to increase the fines content (cement, fly ash, or other materials readily available at MCP).

1.3.1.1.3 **Tailings Properties:** Objectives is to obtain dewatering and rheological properties of the three modified tailings products to support preliminary equipment sizing and process flow sheet development.

- Dewatering Testing (settling and filtration),
- Rheological Testing (slump, yield stress, viscosities).
- Unconfined Compressive Strength (UCS) with binders available to the mine.

1.3.1.2 **Task: 2: Scoping Level Trade Off Study**

Objective is to compare the three paste making options plus one option using the tailings “as is” as sand (hydraulic) fill to determine the best backfill option to support the MCP mining operation. The target uniaxial compressive strength will be $650 * 1.5 = 1000$ KPa.

- Develop Preliminary design criteria, process flow chart, mass balance and sizing of major pieces of equipment,
- Develop preliminary high level cost estimate ($\pm 40\%$) by maximizing indianization,
- Compare back fill options based on cost as well as advantages and disadvantages of each, looking at the entire process, binder requirement and underground distribution system.

1.3.2 **Part B:**

1.3.2.1 **Scope of Services:**

- The basic engineering design includes:
 - Study of existing drawings and documents available,
 - Development of design criteria, including review of fill requirements, schedule, back fill design, tailings material and previous test work undertaken etc,
 - Process design, including flow sheet and preliminary Piping and Instrumentation Diagrams (P&ID),
 - Plant Layout,
 - Selection of site location,
 - Preliminary Surface pipe line design and finalization of pipe line routes, including hydraulic modelling,
 - Preliminary underground distribution system (UDS) design, including borehole locations and preliminary level plan route options,
 - Preliminary structural design of the plant and civil works,

- Preliminary electrical design and single line development,
- Preliminary barricade design for a generic design case,
- Cement stock tank including cement unloading and transfer from stock to operational feed silo,
- Capex and Opex estimates to $\pm 20\%$ accuracy,
- The freezing of all core elements in the design process to permit further detail and procurement work,
- Technical reporting and
- Detailed scope development for detailed design engineering

1.3.2.2 Detailed Engineering Support and Review:

In later stage, HCL will engage a separate EPC contractor through open tendering process for the detailed engineering, construction, supply of equipment, erection and commissioning of the Plant.

The successful bidder will assist HCL in the detailed engineering design by providing high level review of the documents, drawings, and specifications submitted by the EPC contractor. The EPC contractor will submit the design drawings for review to HCL and to the successful bidder in electronic PDF format. The successful bidder will review the design drawings and return with comments within 7 working days including the comments from HCL.

The successful bidder will:

- Spot check calculations for correctness and completeness,
- Provide general review and recommendations for amendment or improvement for the following design documents:
 - Design criteria,
 - Process flow sheet and process description,
 - Process and instrumentation diagrams (P&IDs),
 - General arrangement drawings (GAs),
 - Piping layouts,
 - Foundation and civil design, and
 - Electrical and instrumentation design.
- Evaluate the overall design and attain a high level of confidence that the design is fit for purpose.

After the detailed engineering has progressed to a completion level of approximately 50%, a risk assessment meeting will be held with designated personnel from management, safety and the mine and mill technical, operating and maintenance

departments. This is an essential meeting for the technical aspects of the design, safety and for operator 'buy-in' of the system. The risk assessment will be undertaken in the form of a HAZOP on site. The successful bidder will provide the following services:

- Development of the hazard assessment framework and evaluation criteria,
- Input into the assessment of hazards and potential solutions, and
- Compilation of data and outcomes from the HZOP discussion in the form of a technical memorandum,
- Although the EPC contractor will be responsible for executing the majority of the detailed design, there are some specialized sections of the design that will be completed by the successful bidder. This includes:
 - Determination of the geotechnical investigation requirements (actual drilling and investigation by others),
 - Underground distribution system including selection of borehole locations and layout of underground piping routes, and
 - Underground barricade design.

1.3.2.3 Support Services and Supervision during 32 week Construction Period:

The successful bidder will assist HCL in the preparation of NIT for construction bid including technical scope of work, commercial terms and conditions.

The successful bidder will also assist HCL, if required, in reviewing bids (technical) for the work and advise / recommend to HCL on selection of EPC contractor to undertake the work.

At a time to be agreed and in conjunction with the commencement of work on site, an engineer of the successful bidder will attend the construction contract award and kick-off meetings. As well, the successful bidder will provide an experienced person on site with engineering support to assist HCL in managing the general quality, completeness and correctness of the construction throughout the contract period. The engineer of the successful bidder will be present at the site of construction for four separate 1 week visits over the assumed 32 week construction period. A specialist engineer of the successful bidder will complete a final inspection at the end of the construction for mechanical, electrical and structural scope of the work.

The successful bidder will also review and advise on the EPC contractor's schedule of work with a view to maintaining timelines and delivery of the facility on time for commissioning. However, this responsibility and accountability rests with the EPC

contractor and HCL. These aspects will be monitored by the personnel of the successful bidder.

The representative of the successful bidder will also provide an opportunity to assist with any matters of clarification with regard to drawings and specifications as work is planned and undertaken.

1.3.2.4 Plant Commissioning and Optimization Support Services during a 8 week Period:

The successful bidder will provide HCL with onsite support to assist with commissioning the Surface Plant and UDS including:

- Observations, advise and commentary on the commissioning plan, pre-commissioning checks, cold and hot commissioning, deficiency lists, performance tests, and other documentations,
- Assistance with troubleshooting during start-up, and
- Assembled copies of the successful bidder related commissioning / start up documentation approximately four weeks after the completion of site work.

Commissioning will include the following activities:

1. Production of a commissioning plan (step by step order of activities during cold and hot commissioning),
2. Coordination with equipment vendors on site,
3. Reporting commissioning activities to HCL,
4. Guidance during pre-commissioning, cold commissioning and hot commissioning activities,
5. Recording of pre-commissioning, cold commissioning and hot commissioning results and baseline conditions,
6. Guidance to the PLC programmer to refine the programming,
7. Guidance during performance testing,
8. Sign off and handover of commissioning documentation.

The commissioning of paste fill system consists of production of paste with pre-specified quality parameters and transportation through underground distribution piping system up to the stope.

1.3.2.5 Plant Stabilization and Operator training during a 8 week period:

The successful bidder will provide HCL with onsite support to assist with the training of personnel in the operation of the Paste plant and UDS. Training will be both formal and informal and be largely hands-on practically driven with operators.

The period will be 8 weeks of support service and the provision of one person present on site throughout that period along with engineering support in the office.

1.3.3 Battery limits:

The battery limits of the Basic Engineering Design and Detailed Design reviews are:

- Tailings tie-in at the discharge end of the COT recovery plant,
- Tie-in to the electrical distribution system at a location in the existing beneficiation plant,
- Tie-in to the fibre optic communications cable adjacent to the existing beneficiation plant,
- Discharge of paste / hydrofill to the stope specific UDS lines and up to stope discharge point trunk line and final stope discharge into the first 4 stopes and typical details for remaining stope final discharges,
- Discharge of paste plant effluent to the thickener at a location to be determined and
- Unloading of binder at the fill nozzle of the paste plant silo, including unloading system from cement tanker to the silo,
- Water Tapping point adjacent to the beneficiation plant.

1.4 Deliverables:

Further to the above described scope, the following deliverables will be prepared:

1.4.1 Lab test and Trade-off study:

- Design criteria,
- Flow sheets and mass balance,
- Preliminary operating philosophy,

General:

1.4.2 Basic Engineering:

- Design criteria,
- Flow sheets and mass balance,
- Preliminary operating philosophy,
- General arrangement drawings,

- Site plans,
- Surface pipeline routing (plan and long section),
- Preliminary structural drawings,
- Electrical single line drawings,
- Process description,
- Preliminary earthwork drawings for the plant site,
- UDs drawings including borehole locations and level plans and underground monitoring instrumentation,
- Preliminary pipe specifications,
- Major equipment brief specifications,
- Laboratory equipment specifications,
- Barricade design drawings,
- Filing procedure,
- EPCM schedule,
- Technical report,
- Risk discussion and summary of recommendations (HAZOP), and
- Procurement support for long lead items including:
 - Development of selection criteria, including HCL considerations for major engineering equipment,
 - Development of major equipment sourcing strategy with HCL,
 - Packaging of equipment requirements into appropriate bid request packages,
 - Development of technical specifications for the bid packages (HCL will provide all commercial specifications for the packages),
 - Assistance with pre-qualification of supplier / vendors,
 - Coordination of bid documentation and supplier / vendor communications,
 - Receipt of bids and analysis for the selection of major equipment to HCL,
 - Issuing of purchase recommendations on selection of major equipment to HCL,
 - Assessment of lead time and associated risks to the project schedule – and advice to HCL on the timing required for major equipment purchases,
 - Suggest manufacturing clearance and inspection methodology to be followed during the acceptance of major equipment parts from suppliers / vendors, and
 - Recommend to HCL on the issuing of purchase orders and subsequent release of payment to vendors.

1.4.3 Detailed Engineering (Process Design and Construction Drawings):

The successful bidder shall review the following drawings and documents in the Paste Plant Construction period:

- General
 - Design Criteria
 - Process flow sheet and mass balance
 - Site plan and
 - General arrangements plans and sections.

- Civil and Structural:
 - Drainage Arrangements,
 - General concrete notes and typical details,
 - Paste / Hydro-fill plant excavation plans and sections,
 - Plant foundation plans and sections,
 - Plant slab details and equipment pads,
 - General structure notes and typical details,
 - Plant structural plans and sections,
 - Plant platforms and stairs, and
 - Construction specifications.

- Mechanical and Piping:
 - Equipment specifications,
 - HVAC design,
 - Miscellaneous chutes and hoppers including paste hopper (in case paste plant is selected),
 - Cement dust control equipment specification,
 - Plant piping plans and sections,
 - Piping specifications,
 - Slurry and water piping layouts and support details,
 - Slurry and water piping hydraulic models,
 - Paste / Hydro-fill piping layouts and support details,
 - Paste / Hydro-fill distribution hydraulic models,
 - Paste / Hydro-fill casing specification and details,
 - Valve specifications,
 - Small equipment specifications and / or data sheets, and
 - Construction specifications.

- Electrical Design:
 - Single line diagram,
 - Wiring schematics,
 - Lighting schematics and standards,
 - Lighting single line diagrams,

- Lighting layout,
 - Cable tray layout,
 - Grounding layout,
 - Electrical room layout,
 - Panel layouts,
 - Medium voltage distribution,
 - Cable schedule,
 - Equipment specifications, and
 - Construction specifications.
- Instrumentation Design:
 - P& ID diagrams,
 - Instrument layouts,
 - Instrumentation single line,
 - Instrument list,
 - Cable layout,
 - Control panel layout,
 - Instrument loop schematics,
 - Instrument data sheets,
 - Equipment specifications,
 - Control philosophy and functional description,
 - CCTV and telephonic design and
 - Construction specification.

1.4.4 Support Services during Procurement / tendering and Supervision during 32 week Construction Period:

The successful bidder shall assist HCL during the construction period to provide its specialized knowledge as follows:

- Development of selection criteria after consultation with HCL,
- Development of contractor sourcing strategy with HCL,
- packaging of requirements into appropriate bid request packages,
- Development of technical specifications for the bid packages,
- Inspection of work and document deficiencies during construction tasks undertaken by EPC contractor,
- Clarification of construction drawings and the answering of EPC contractor questions,
- Advising HCL of the construction progress in accordance with the design intent,

- Making HCL aware if construction is not being executed in line with design intent,
- Reviewing the EPC contractor installation schedule and advising HCL on the EPC contractor schedule,
- Monitoring the quality of EPC contractor installations and advising HCL of compliance issues, and
- The provision of personnel of the successful bidder and tentative timeline is as below:
 - Attendance at the EPC contract award and kick-off meeting,
 - On site Construction Review: Four separate one-week visits by a senior expatriate engineer and continuous support from one engineer, based on 60 hours per week,
 - On site final engineering inspection: One representative from Mechanical, Electrical and structural disciplines for one week, based on 48 hours per week,
 - Office based engineering support throughout the 32 week construction period.

1.4.5 Plant commissioning and Optimization support services during a 8 week period:

- Reviewing the EPC contractor's plan for commissioning the plant and advising HCL and the EPC contractor, when necessary, to ensure that methodology and checks are all appropriate,
- Reviewing all EPC contractor procedures for all phases of the commissioning process, and for lockout, isolation and change management to be produced and issued as part of commissioning manual,
- Undertaking inspections of key tasks and commissioning work during the commissioning process being lead by the EPC Contractor,
- Providing records (after the completion of commissioning) on any deficiencies, outcomes of performance and acceptance tests,
- Providing onsite assistance with troubleshooting during commissioning,
- Producing an assembled copy of the successful bidder related commissioning / start up documentation approximately four weeks after the completion of site work,
- Ensuring handover documentation, including operation manuals, will be completed and issued as a part of final acceptance certificate,
- Providing the operators of HCL with an appropriate amount of plant operator training to ensure that HCL can operate the plant. This will occur during pre-commissioning and commissioning stages of work, and
- The provisions of the following personnel will be as follows:

- On site commissioning engineering support with one expert and one local engineer full time for 8 weeks, based on 48 hours per week,
- Other office based engineering support to suit the above.

1.4.6 Training and stabilization during 8 week period:

Onsite training provision and support to provide operator training for the plant by two engineers full time for 8 weeks, based on 48 hours per week.

1.5 Project Schedule:

The preliminary Project milestones are presented below:

Start date: The date the material sample is received in the successful bidder's laboratory.

End of the 3rd month from start date: completion of testing and basic engineering to include tender package including specifications of major long delivery equipment,

End of the 3rd month to the end of 5th month: completion of remaining basic engineering and detailed UDS, barricade engineering (essential to have the underground mine designs available prior to the start of this activity).

End of the 5th month: Completion of award of EPC contract and placement of Work Order of all major equipment (may vary depending on the procedures of HCL,

End of the 9th month: Commencement of construction parallel with detailed engineering,

End of 17th month: Completion of construction period,

End of 19th month: Plant commissioning, and Optimization,

End of the 21st month: Stabilization and training

The above schedule is tentative and the successful bidder will be associated on the milestone mentioned above irrespective of tentative time schedule.

1.6 SPECIAL CONDITIONS OF THE CONTRACT:

1. The successful bidder shall ensure safe working of man & machinery and HCL/MCP shall in no way be held responsible for any damage/loss/accident etc of any type and/or reason including blasting operations.

1.7 PRE-QUALIFICATION:

1.7.1 Financial Eligibility:

The average annual financial turnover (the “**Turnover**”) of the bidder (during the last 3 years, ending 31st March of the previous financial year from the tender due date shall not be less than Rs 5 crore / Rs 50 million (Rupees five crore or Rupee fifty million) only as per the audited annual accounts.

The turnover shall be calculated as per the following formula:

$$\text{Gross Turnover} - \{\text{Excise duty} - \text{Service tax}\}$$

1.7.2 Technical eligibility:

The bidder should have completed similar type of job of Pilot Plant Test in its own Laboratory and have commissioned atleast two plants based on the paste technology during the last seven years immediately preceding 31-03-2018.

1.8 The bidders shall enclose the following in their offer:

- a. Certificate(s) from the statutory auditors of the bidder as per **Annex. I**, specifying the turnover of the bidder as per the audited annual accounts of the consecutive preceding three financial years ending on 31.03.2018, and also specifying that the methodology adopted for calculating such Turnover conforms to the provisions of tender so as to fulfill Financial Eligibility criteria as laid down in clause no 1.7.1.
- b. Certificate(s) from Company or client of the bidder, to showcase relevant experience, to fulfill the technical eligibility as laid down in clause no 1.7.2.
- c. A copy of Valid Accreditation Certificate issued by Statutory Authority of the country where the Research & Design laboratory is located for the period 2018-19.

1.9 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 “Techno Commercial 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 in e platform 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 in e platform 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.

1.10 Any query or request for additional information concerning this tender shall be submitted by e-mail to the officer designated at clause 3 (a) above of 'Notice Inviting Tender'.

1.11 SCHEDULE OF BIDDING PROCESS:

HCL shall endeavor 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	10.08.2018 between 10.00 am to 5.00 pm
2.	Pre Bid Meeting	03.09.2018 At 15:00 Hrs.
3.	Issue of Amendments, if any	To be published in HCL website
4.	Closing date of issuance of Tender	24.09.2018
5.	Due date of bid submission	24.09.2018 Up to 15:00 Hrs.
6.	Opening of Part-I bid	24.09.2018 At 15:30 Hrs.
7.	Opening of Price Bid	To be intimated to the qualified bidders
8.	Issue of LOI / WO	To the successful bidder

1.12 AMENDMENT OF TENDER

1.12.1 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.

1.12.2 Any addendum thus issued will be intimated to the bidders by uploading on HCL website only.

1.12.3 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.

1.13 PREPARATION AND SUBMISSION OF BIDS:

1.13.1 On line offers are invited through Enterprise Procurement System (EPS) of M/s. Mjunction Services Limited (MJ), who is the service provider to HCL, under two-part bid system. All interested bidders are requested to contact M/s. Mjunction Services Limited, Kolkata at the following address for registration and obtaining user id and password to access and quote for the tender enquiry on line.

The offers are to be submitted on line at URL <https://eps.buyjunction.in> in of M/s. Mjunction Services Limited, Kolkata, who are our service provider for Enterprise Procurement System.

Registration Procedure:

1. Please visit the Link <https://eps.buyjunction.in>.
2. Click on Register button.
3. Put your Company PAN No.
4. Click on INTERESTED Button on behalf of respective organization. It would be HCL in your case.
5. Fill up the Form, click on the next button fill your preferred procurement category and click on submit button.
6. Download the pdf Form and take a printout of the same on your Organizational Letterhead.
7. Duly Sign & Stamp on each page of the form
8. Attach One (1) Photocopy of your Organization PAN Card
9. Scan and email the same to eps.customer@mjunction.in or Fax us at - 033 66106345.
10. Courier the hard copy to the below mentioned address
11. MJ New Office Address:
Godrej Waterside
Tower-I, 3rd floor, Plot No. 5,
Block-DP, Sector-V, Salt Lake City, Kolkata – 700091

NB: Bidders do not require registering again for different tender enquiries of HCL.

Registration on the website is free of cost.

MJ Contact Person:

Important 1: For Registration related issues, all interested bidders are requested to contact M/s. Mjunction services limited, Kolkata, for free registration and obtaining User ID and

Password. Please feel free to call at 033 66106426 (9.30 AM to 5.30 PM) or mail us at eps.customercare@mjunction.in for any assistance.

Important 2: For Bidding related issues, interested bidders may call Mjunction on their Toll Free Helpline at 1800-419-20001 (9.30 AM to 5.30 PM). Bidders can also use their Customer Complaint Handling Portal and log in their suggestions and complaints, if any, through this portal. Bidders need to click on “ Query “ or “Complaint”, which is available in the home page .Your issues will be resolved through the CCHP portal itself.

For Urgent Escalation on EPS please contact:

Mr. Indranil Banerjee / Ms. Sakshi Saxena

Client Relationship Manager (CRM)

Mjunction services ltd

Landphone: +91 33 66106015 (Direct)

Landphone: +91 33 66106100 (Board)

Handphone: +8584008224

Facsimile: +91 33 66011719

Email: indranil.banerjee@mjunction.in / sakshi.saxena@mjunction.in

For any further details on the tender, the interested parties may contact HCL office at (033)2283-2228.

NOTE:

1. All entries in the bid should be entered at on-line submission form without any ambiguity and can be corrected by the bidders till the date and time of closing. The last modified quotation will be taken into consideration only.
2. Bids cannot be accessed on-line after the DUE DATE.
3. Any order resulting from this enquiry shall be governed by the following terms and conditions in addition to those mentioned in order.
4. PRICE: Price Bid shall be submitted through Enterprise Procurement System through Internet. Price bid of Techno-commercially acceptable tenderers ONLY as assessed by HCL shall only be evaluated. The schedule and details of e-procurement event shall be communicated by HCL/Service Provider (Mjunction Services Ltd.) to the techno-commercially accepted bidders.

During the online Enterprise Procurement System, Price to be submitted in the Price Bid format On-line. Rating of successful bidder shall be done on lowest quoted rate basis.

The interested bidders should go through Terms and Conditions of the tender before submitting their offer on-line.

The bidders should carry out mock submission of e-bid at Mjunction atleast 4 days before the bid submission date and screen shot of the same should be submitted in Techno Commercial bid documents.

5. The bidders who strictly fulfill the Pre-qualification criteria should only submit their offer on-line on EPS mode in two parts. The Part-I shall consist of "Qualification & Techno Commercial Bid" and Part-II shall be "Price Bid". The bidders, in proof of their fulfillment of Pre-qualification criteria, have to furnish the required documents off-line. The relevant documents along with the required EMD and a copy of tender document duly signed and stamped on each page in acceptance of all terms and conditions and relevant Annexures as mentioned in the Appendices, duly filled shall have to be sent in a sealed packet to Executive Director (Commercial), Hindustan Copper Limited, "Tamra Bhawan", 1, Ashutosh Choudhury Avenue, Kolkata – 700 019, super scribing tender enquiry no. The bidders must ensure that the above details and EMD are received by HCL before the due date of opening of bids on EPS.

Key features in Purchase Procedures:

- Use of On-Line Enterprise Procurement System for price bid.
- Vendors can access the evaluation statement on-line after the bid evaluation is over.
- Price evaluation will be on lowest quoted rate basis.
- Once the Enterprise procurement is closed, bidders shall not be allowed to revise their price and/or withdraw their offer for any reason whatsoever.

HCL REQUEST BIDDERS TO RESPOND TO THIS NOTICE INVITING TENDER WITHOUT FAIL. IN CASE BIDDERS ARE NOT IN A POSITION TO SUBMIT THEIR OFFER, BIDDERS ARE REQUESTED TO AT LEAST SEND REGRET LETTER AS AVAILABLE ON-LINE AT ENTERPRISE PROCUREMENT SYSTEM, IF NO RESPONSE IS RECEIVED; BIDDER'S NAME IS LIABLE TO BE DELETED FROM OUR MAILING LIST.

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. The bid shall be submitted in hard bound form. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the bid shall be initialed by the person(s) signing the bid.

1.14 SEALING AND MARKING OF BIDS

1.14.1 The Bidder shall submit the Bid in Sealed Envelopes.

- a. Envelope of the Bid shall consist of:
 - i. Proof of eligibility criteria, copy of Annual Audited Report for last 3

(three) years and completion certificate as proof of Technical Eligibility Criteria duly certified by CEO and **Annexure I**.

- ii. A copy of this tender document with each page initialed by the authorized person signing the Bid.
- iii. An undertaking stating that the bidder will not participate in the tendering process for detailed engineering, erection and commissioning of Paste plant at MCP from the side of any bidder at later stage.

The Packets/Envelope shall bear the TENDER NUMBER “HCL/HO/M&C/MCP/Paste/2018/01 dated xx.0x.2018”

1.14.2 The documents (original and/or true copy) accompanying the Bid, as specified above shall be placed in hard binding / spiral bound and the pages shall be numbered serially. Each page thereof shall be initialed in ‘blue ink’ by the authorised signatory.

1.14.3 The packet shall be sealed and shall clearly bear the following identification:

“For Basic Engineering & Consultancy on Paste Fill / Hydro Fill Plant at Malanjhand underground mine, Madhya Pradesh, 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 envelope.

1.14.4 The packet shall be addressed to:

ATTN. OF: Executive Director (Commercial)

ADDRESS: Hindustan Copper Limited

‘Tamra Bhawan’

1, Ashutosh Chowdhury Avenue

Kolkata – 700 019

Email: dkmahajan@hindustancopper.com

1.14.5 If the envelope is not sealed and marked “Bid For Basic Engineering & Consultancy on Paste Fill / Hydro Fill Plant at Malanjhand underground mine, Madhya Pradesh, India” as instructed above, HCL assumes no responsibility for the misplacement or premature opening of the Bid submitted and consequent losses, if any, suffered by the Bidder.

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

1.15 Bid Due Date

1.15.1 Bid Documents should be submitted on or before as per clause no 1.11 at the address provided in clause 3 of Notice Inviting Tender above in the manner and form as detailed in this TENDER.

1.15.2 HCL may, in its sole discretion, extend the Bid Due Date by issuing an addendum uniformly for all Bidders.

1.16 Late Bids

Bids received by HCL after the specified time on the Bid Due Date as mentioned in clause 3 of Notice Inviting Tender shall not be eligible for consideration and shall be summarily rejected.

1.17 Contents of the Bid

1.17.1 The bid will consist of Packet A as mentioned in 1.12. The Packet A of the Bid shall consist of the items mentioned in 1.12 (a).

1.17.2 The opening of Bids and acceptance thereof shall be substantially in accordance with this tender.

1.17.3 The Contract shall be deemed to be part of the Bid.

1.18 Modifications/Substitution/Withdrawal of Bids

1.18.1 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.

1.18.2 No Bid shall be modified, substituted or withdrawn by the Bidder on its submission on the Bid Due Date.

1.18.3 Withdrawal of a bid during the interval between the deadline for submission of bids and expiration of the period of bid validity specified as per clause no 1.9 in the Bid is not allowed.

1.19 Rejection of Bids

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, and without assigning any reasons therefor. 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.

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.

1.20 Opening and Evaluation of Bids

1.20.1 HCL shall open the Packet on the Bid Due Date as specified in clause 1.11 above and 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.

2 Selection process:

Selection of the successful bidder shall be done based on the lowest value of the bid for the total scope of the work.

3 Secrecy/Confidentiality:

All information provided by HCL shall have to be treated as confidential.

4 Financial Bid:

4.1 The price bid quoted shall be only in Indian Rupee only in e platform and shall be inclusive of all expenses; however, GST applicable shall be paid extra by HCL.

5 Payment Terms:

Payment will be made in the following manner:

5.1 Part A: Payment for Part A of the Scope of work (refer 1.3.1) will be made as per following pattern with credit period of 30 days from receipt of Invoice for :

5.1.1 50% of Total amount quoted for Part A, after submission of Draft report after completion all tests and submission of test report.

5.1.2 50% of Total amount quoted for Part A, after submission of final report and its presentation accommodating comments of HCL on Draft report, if any.

5.2 Part B: Payment for Part B of the Scope of work (refer 1.3.2) will be made as per following pattern with credit period of 30 days from receipt of Invoice for :

- 5.2.1** 10 % against submission of draft Basic Engineering Document
- 5.2.2** 10% against submission of final Basic Engineering Document and draft EPC technical bid document
- 5.2.3** 10% against technical bid documents for long-lead items to be purchase by HCL and free issue to EPC contractor
- 5.2.4** 10% against first kick-off meeting with selected EPC contractor at site
- 5.2.5** 10% against review and finalization of General Application drawings for long lead items
- 5.2.6** 20% against review and clearance of major drawings of EPC contractor and Hazop
- 5.2.7** 15% (5x3%) for site construction review by experts
- 5.2.8** 10% against completion and beginning of trial runs of major equipment
- 5.2.9** 5% against commission and completion of training

The Payment will be made after deducting Tax Deductible at Source as per applicable Tax Laws.

6 Facility provided by HCL:

- (i) HCL will provide flight tickets / air fare (tentative Domestic ticket 20 numbers, and Foreign with domestic leg return-tickets: 14 Nos) for travel of the engineers of the successful bidder.
- (ii) HCL will provide boarding and lodging facility in MCP during the period of the work in its guest house free of cost. Local conveyance facility will also be provided by the Company.
- (iii) HCL will provide adequate tailings samples in accordance with the direction of the firm for completion of the testing and will be responsible for shipping and customs related costs, if any.
- (iv) All available geotechnical information necessary for the site will be provided by HCL.
- (v) Site plans including topographic drawings, surface and underground mine plans and future mine plans (drives, stopes, vertical openings) in digital format if available,
- (vi) Climatic data,
- (vii) Seismic data,
- (viii) Rock quality information (if available) for areas identified for borehole installation and plant location,
- (ix) Mine and mill production data – current and future,

- (x) Tailings characterization data and any preliminary backfill test reporting,
- (xi) Site material,
- (xii) Delineation of mining lease and any environmental or legislative constraints, and

7 Assumptions:

- (i) A high level voltage power supply (6600 V or above) will be available for the plant location,
- (ii) Heating will be electrical,
- (iii) Air conditioning will be required only for the control room and the electrical room,
- (iv) Fresh water will be available from a pipeline running to the paste plant,
- (v) A control station will be provided at the paste plant with its own dedicated PLC. A further link in to the existing mill PLC/DCS from the paste plant PLC will also be included.

8 Performance Guarantee:

Performance Testing Criteria:

- (i) Meets the operating volume rate in terms of m³/hr rated capacity (average over a period of 48 hours on intermittent running). The production rate will be determined by HCL during the basic engineering phase.
- (ii) Meets the design peak volume rate of 10 to 15% above the operating rate (averaged over a period of 1 hour).
- (iii) Slump accuracy is $\pm \frac{1}{2}$ " for 9 tests out of 10 over a period of 48 hours and tested hourly in case of paste plant.
- (iv) Paste strength (in case of paste plant option) will meet the design strength requirement 9 tests out of 10. Each test will be composed of a 3 cylinder, averaged break strength at 28 days curing time. 10 consecutive tests will be required.

9 **Termination:** In case the successful Consultant/bidder fails to fulfill the Contractual obligation within stipulated time frame without any valid reason, HCL reserves the right to terminate the contract by giving 30 days Notice.

10 Rejection of Bids

10.1 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, and without assigning any reasons therefor. 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.

10.2 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.

11 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. HCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

12 Site visit and verification of information:

12.1 Bidders are encouraged to submit their respective Bids after visiting the Work site and ascertaining 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.

12.2 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 at the earliest approving the date of visit or may specify another date as it may consider suitable.

Other Terms & Conditions of the Tender:

1.0 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 reason 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 the 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, equipment, 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, equipment, 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.

2.0 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 details, 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 the performance 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 the Contractor 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 performance security, if subsisting.

3.0 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 Person in charge shall give 10 days 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 the Contract and in addition, a reasonable amount as certified by the Person 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.

4.0 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 Article 15 (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 Article 15 (c) below.

(c) In the event that any Dispute has not been resolved as per the provisions of Article 15 (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 provision of Article 16 below.

5.0 Arbitration :

Any dispute(s) of difference(s) of any kind whatsoever arising between the parties out of, or relating to the construction, meaning, scope operation or effect of the

contract or its validity or its breach thereof, if not settled mutually, shall be referred by the parties to this contract for Arbitration under the Arbitration and Conciliation Act, 2015 and the provisions there under, and the award made in pursuance thereof shall be binding on the parties.

The Arbitrator will be appointed within 30 days of reference to arbitration. A Sole Arbitrator will be nominated by the Chairman-cum-Managing Director of Hindustan Copper Limited (HCL), who, according to the 2015 Act, will not stand in conflict of interest with any to the organizations. A declaration to the effect shall be submitted by the Arbitrator, to guarantee impartially in the proceedings. In case of a dispute of very high value, the dispute may be referred to an arbitral tribunal, consisting of an Arbitrator nominated by both parties each and one arbitrator appointed by both the above arbitrators.

In the event of such an arbitrator to whom the matter is originally referred, being transferred or has vacated his office because of retirement, or resignation or otherwise or refuses to act or is incapable of acting for any reason whatsoever, the Chairman-cum-Managing Director of HCL shall appoint another person to act as arbitrator in his place, who again would not stand in any conflict of interest with both the parties. Such person(s) shall be entitled to proceed from the stage at which his predecessor left it.

The duration of proceedings and the fee structure will be governed by the 2015 Act. The venue of the arbitration shall be Kolkata only. The award of the arbitrator shall be final and binding on the parties. Any dispute, which arises at any point of time out of arbitration, shall have the jurisdiction of the court of Kolkata, West Bengal.

Subject to the above, the provision of Arbitration and Conciliation Act, 1996 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.

6.0 Jurisdiction of Courts will be Kolkata.

7.0 Liability:

The entire and collective liability of the consultant in all cases arising out of this engagement or relating to this engagement shall in no event exceed the total professional fee paid to the consultant under this engagement.

8.0 Conflict of Interest:

8.1 The Company requires that organization provide professional, objective, and impartial advice and at all times hold the Company's and Ministry's interests paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their

own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from the Ministry

8.2 Without limitation on the generality of the foregoing, Organisation /consultant, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged, under any of the circumstances given below:

a. Conflicting Assignment/ Job: An Organization /consultant (including its Personnel and Sub- Organization /consultant) or any of its affiliates shall not be hired for any Assignment/ Job that, by its nature, may be in conflict with another Assignment/ Job of the Organization/consultant to be executed/ being executed for the same and/or for another Employer during the currency of the assignment.

b. Conflicting Relationships: An Organization/consultant (including its Personnel and Sub-Organisation/consultant) that has a business or family relationship with a member of the Ministry's employee who is directly or indirectly involved in any part of

c. the preparation of the scope and intent of Consultation of the assignment/job,

d. the selection process for such Assignment/job, or shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Company throughout the selection process and the execution of the Contract.

8.3 Organization/consultant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Company , or that may reasonably be perceived as having this effect. If the Organization/consultant fails to disclose the said situations and if the Company comes to know about any such situation at any time, it may lead to the termination of its Contract during execution of assignment.

8.4 Employees of the Company shall not work as, for or be a part of the consultancy firm of.

9.0 Central & State Govt. Rules & Regulation:

9.1 The successful Bidder shall have to be observed all the State & Central Govt. Rules, Regulations & Act wherever applicable.

9.2 The work during its progress can also be inspected by the Chief Technical Examiner / Technical Examiner of Central Vigilance Commission or by an officer of Vigilance Cell of HCL independently ab initio / on behalf of the Engineer-in-Charge.

Annexure I
(To be placed in Packet A of the Bid)
INFORMATION FOR FINANCIAL QUALIFICATION

Name of the Bidder: -----

(In Rupees)

S. No.	Head	2015-16	2016-17	2017-18
1.	Gross Turnover			
2.	Excise Duty			
3	Service Tax			
	Turnover (1-2-3)			

Name of Statutory Auditor's firm: _____

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

Dated this ____ day of _____ 2018

(Name & Signature of Authorised 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 3 (three) preceding years from the Bid Due Date. The Audited Annual Reports shall:
 - a. be audited by Statutory Auditor;
 - b. be complete, including all notes to the financial statements; and correspond to accounting periods already completed and audited (no statements for partial period shall be requested or accepted).

Annexure II
(PACKET “B” OF THE BID)
SCHEDULE OF ITEMS AND RATE

(To be submitted in e tendering portal only)

NAME OF WORK:

NAME OF THE BIDDER:

Rate in Rs. (excluding Service Tax) **For Basic Engineering & Consultancy on Paste Fill / Hydro Fill Plant at Malanjkhanda underground mine, Madhya Pradesh, India”:**

Sl. No.	Description Of Work	Quantity	Total Amount (Rs.)
1	Part A	LS	Not to be filled in hard copy
2	Part B	LS	Not to be filled in hard copy
	Grand Total		Not to be filled in hard copy

Total (in figures) Rupees -----

Note:

1. Price Bid at Annex. II shall have to be submitted through Enterprise Procurement System through Internet ONLY.
2. **Price Bid is NOT to be uploaded with Techno-Commercial bid** in MJunction and is **NOT** to be attached in Hard copy of Techno-Commercial documents, **else BID will be summarily rejected.**
3. No condition is acceptable in the Price Bid.
4. **Quoted rate should be exclusive of GST, which will be paid extra by HCL at the applicable rates, but should be inclusive of other taxes and duties of State and Central Government.** Tax structure to be entered in Techno-Commercial part of MJunction e tendering portal. In case detailed breakup is required, pdf file containing Tax structure for above items without any Price may be uploaded with Techno-Commercial bid in MJunction or attached in Hard copy of Techno-Commercial documents submitted.
5. Evaluation of L-1 bidder shall be determined on the basis of Total Amount quoted.

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Name and seal of Bidder