

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

CORRIGENDUM – III

Dated : 15.12.18

Subject: NIT for Development of Underground Mine At Chapri and Production of Ores from Stopes, Indian Copper Complex, Jharkhand

Ref: NIT no HCL/CO/M&C/CHAPRI/ICC/2018 Dated : 22.09.2018

The following Clauses of the NIT are revised as under :

Sl	Page, Clause no	As per NIT	Revised Clause
1	Page-12 1.5.3.2 Technical Eligibility	..... And Should have produced minimum 1,90,000 tonne of ore III any year (consecutive 12 months) from stopes from any underground metal mine. ...	.... And Should have produced minimum 1,90,000 tonne of ore in any consecutive 12 months from stopes from any underground metal mine. ....
2	Page – 27 3.2.5 Performance Security	The selected bidder shall, .... period of the Work, provide an irrevocable and unconditional bank guarantee from any scheduled commercial bank in India, in favour of HCL, for a sum equivalent to 10 (ten) % of the total contract amount in ..... The Performance Security Deposit(PSD) shall remain valid for a period of 76 months from the Appointed date and will be renewed subsequently as per Article 6 of NIT. The said Performance Security Deposit .... GST at applicable rate.	The selected bidder shall, ... 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 five (5) % of the total contract amount .... The Performance Security Deposit shall remain valid initially for a period of 24 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 .... GST at applicable rate.  In addition to the above, the Retention money shall be 5% (Five percent) of the Contract amount, i.e. remaining 5% of the Performance Security Deposit and to be recovered at the rate of 6% (six percent) from Running Bills, more

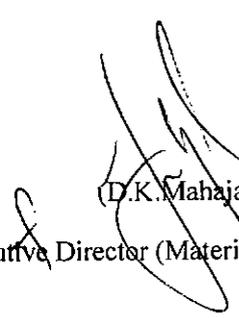


			so detailed under clause 6.1 of NIT at page no 80.....
3	Page 150 6.2	Air Receiver for 6000cfm capacity	Air receiver 2 nos. 10 cu.m. each for 6000cfm capacity
4	Technical Section Page 21, point no 7	Bidder shall develop roads to meet their transportation requirements of ore and returning back of slimes. The cost of such road construction will be included in the development cost by the bidder.	Bidder shall develop roads to meet their transportation requirements of ore and returning back of slimes. The cost of kutcha/moram road construction along with construction of suitable culverts, if any, should be included in the development cost by the bidder.
5	Page 80, Article 6.1	<p>6.1 Performance Security Deposit (PSD): Security deposit appearing in Schedule VII shall be submitted within 30 days from the Appointed date.</p> <p>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 ten (10) per cent of the Contract Price with HCL, within thirty (30) days from the Appointed date.</p> <p>b) The Performance Security Deposit .... deposited in totality.</p> <p>c) The Bank Guarantee shall be valid for a period of 76 (Seventy Six) months from the Appointed date 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.</p> <p>d) to i)</p>	<p>6.1 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.</p> <p>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.</p> <p>b) The Performance Security Deposit .... deposited in totality.</p> <p>c) The Bank Guarantee (BG) shall be valid initially for a period of 2 (two) years and be renewed for same period on or before at least 30 (thirty) days prior to the date of expiry of 2 (two) 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. In case of failure of the contractor to extend the BG 30 days before the expiry date, HCL will have the right to encash the BG.</p> <p>d) to i)</p> <p>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 6% (six percent) from Running Bills subject to the condition that maximum amount of accumulated retention money will not exceed 5% of the total Contract Price.</p>

			<p>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 2 (two) years and be renewed for same period on or before at least 30 (thirty) days prior to the date of expiry of 2 (two) 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. ....</p>
6	<p>Technical Section Page 19, Clause 03.23</p>	<p>Statutory Personnel: .....  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's statutory staff will be directly paid by HCL, amount of which shall be recoverable from the Contractor's running bills. However this manpower will have no legal right to the employment in HCL during the contract or after the expiry of the term of the agreement....</p>	<p>Statutory Personnel : ... 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. However this manpower will have no legal right to the employment in HCL during the contract or after the expiry of the term of the agreement....</p>
7	<p>Page 11, Clause 1.5.3, 1 (iii)</p>		<p>(iii) Corporate Debt Restructuring (CDR):  The bidders who have applied for / availed Corporate Debt Restructuring (CDR) in the last two (2) financial years ending 31.03.2018 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.</p>
8	<p>Page 99, Clause 9.2</p>	<p>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</p>	<p>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-</p>

		the Works and hence not require the whole or any part of the Work to be carried out, the Engineer 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....	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....
9	Clause 1.1.3 page 18	Schedule of bidding process 4. Closing date of issuance of Tender 13.11.2018 by 5.00 pm 5. Due date of bid submission 13.11.2018 Up to 15:00 Hrs. 6. Opening of Part-I bid 13.11.2018 At 15:30 Hrs.	Schedule of bidding process 4. Closing date of issuance of Tender 03.01.2019 by 15.00 Hrs. 5. Due date of bid submission 03.01.2019 Up to 15:00 Hrs. 6. Opening of Part-I bid 03.01.2019 At 15:30 Hrs.

All other terms and conditions shall remain the same.

  
(D.K. Mahajan)

Executive Director (Materials & Contracts)