



HINDUSTAN COPPER LIMITED
(A Government of India Enterprise)

**TENDER DOCUMENT FOR ENGAGEMENT OF
CONSULTANT FOR ENHANCEMENT OF PRODUCTION CAPACITY FROM MINING
OPERATIONS AT KHETRI COPPER GROUP OF MINES**

No.: HCL/M&C/Mining/Consultant/2018/01 Dated 10.09.2018

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

NOTICE INVITING TENDER

Tender Notice No.: HCL/M&C/Mining/Consultant/2018/01 Dated 10.09.2018

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 sealed tenders under two-bid system from reputed mining consultant to optimise and increase ore production from its existing mines at Khetri Copper Complex (KCC) Jhunjhunu, India taking into account augmenting the existing infrastructure requirement, ventilation requirement, underground ore tramming system, ore handling system etc, over a period of six (6) months (excluding 1 month of mobilization period). The interested mining consultant 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”. Both the bids have to be submitted in separate sealed envelopes. 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. The Tender document can be purchased from the office of the Executive Director (Commercial), HCL, Kolkata as per clause 1.7 on any working day on payment of Rs 5,000/- (Rupees Five Thousand only) through non-refundable demand draft/banker’s cheque drawn on any schedule commercial bank in favor of “Hindustan Copper Limited”, payable at Kolkata. The bidders purchasing the document from HCL shall submit with their 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 HCL website (<http://www.hindustancopper.com>). Bidders who download the tender document from 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 in favor of “Hindustan Copper Limited”, payable at Kolkata along with their Part-I bid of the tender. The tenders not containing the fee towards cost of tender document 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
Tel: +91 33 22900397
Mobile: +91 9433001147

- b. The e bids (including the Part – II Price Bid) 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 1.7** 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 1.7**. 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 envelopes in bold letters:

“TENDER No: HCL/M&C/Mining/Consultant/2018/01 Dated 10.09.2018

Consultant for Enhancement of Production Capacity from Mining Operations at KCC”

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

- d. 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)
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 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.

HINDUSTAN COPPER LIMITED
(A GOVT OF INDIA ENTERPRISE)
TENDER DOCUMENT

SECTION I –TENDER INVITATION

1. INTRODUCTION

1.1 Background: Hindustan Copper Limited (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.

HCL is a sole integrated producer of primary copper from indigenous sources in India. Its operations are spread over Rajasthan, Madhya Pradesh, Jharkhand, Maharashtra and Gujarat states of India. In Rajasthan HCL has two underground mines (Khetri and Kolihan), ore beneficiation plant, Smelter and Refinery at Khetri Copper Complex (KCC). In Madhya Pradesh, HCL operates an opencast mine and a ore beneficiation plant at Malanjkhand Copper Project. In Jharkhand HCL is presently operating a Smelter at Indian Copper Complex.

Head Office of HCL is located at Kolkata in West Bengal.

As on 01.04.2018, HCL is having Resource of 570 million tonne @ 1.02 % Cu and mineable reserve 222 million tonne @ 1.31% Cu.

To match with the predicted rapid increase in copper demand in India over the coming years and to reduce the expenditure on foreign exchange on account of import, HCL has an ambitious expansion drive to enhance Copper ore production to 20.0 million tonne / annum in the coming years. The future strategy includes expansion of existing mines, and re-opening of closed mines.

As part of its expansion plan, HCL is desirous to expand its mine production capacity as below:

Name of Mine / Block	Present Capacity (million tonne)	Proposed expanded capacity (million tonne)
Khetri mine	0.5	1.5
Banwas block (part of Khetri mining lease)	0.6	1.5
Kolihan Mine	0.5	2
Total	1.6	5

In view of the above, HCL is desirous to appoint reputed mining consultant to optimise and increase ore production from its existing mines at Khetri Copper Complex (KCC) Jhunjhunu,

India taking into account augmenting the existing infrastructure requirement, ventilation requirement, underground ore tramming system, ore handling system etc

1.2 Brief Description of Khetri and Kolihan Copper Mine:

Khetri Copper Complex (KCC) at Khetri Nagar, Rajasthan is situated about 160 km north of State Capital Jaipur and 180 km southwest of India's Capital City, New Delhi. KCC has two underground mines viz. Khetri and Kolihan mines.

- 1.2.1 **Khetri Mine:** Khetri Copper mine is in operation since 1974. Khetri Copper mine is an underground track mine with 1 meter width track gauge deploying 5.4 – 7 tonne Granby Cars (GB), battery locomotives and EIMCO 824 loaders. Khetri Copper mine has a strike length of 3.5 km. Average width of ore body is 10 m dipping 65⁰ due West. Ore body in Khetri mine occurs in number of lenses. Khetri Copper Mine comprises of two ore blocks, i.e. Khetri block and Banwas block. In Khetri Copper Mine, levels are developed at 60 m intervals.

The Khetri Mine has a mining lease of 395.07 Hectares (Forest land – 164.44 Hectares & Non forest land – 230.73 Hectares) including Banwas block and the forest within the leases boundary has also been diverted for mining and its related activities. The lease validity period is up to 31.03.2020. The mine has an Environment Clearance (EC) for production capacity of 1.50 Million Tonnes / year from Ministry of Environment, Forest & Climate Change (MOEF&CC), Govt. of India. Consent to Operate for the present production level has also been obtained from Rajasthan State Pollution Control Board (RSPCB), Jaipur.

Access to mine: Total three numbers of entries are available.

- a) **Service Shaft:** The surface RL of the Service Shaft is 378 mRL. The area of cross section of the Service Shaft is 6.11 m x 4.93 m and the depth of the shaft is 388.5 m. The shaft is installed with a winder of 1600 KW capacity and cage of capacity 88 persons per trip with double deck. The length, width and height of each deck are 4259 mm, 1830 mm and 2936 mm respectively. Hoisting can be done in both the decks.
- b) **Production Shaft:** Production Shaft is of 5.5 m diameter equipped with a friction winder of 2870 KW and hoisting capacity is 600 tons per hour. The depth of Production Shaft is 475 m.
- c) **One Decline in Gradient 1 in 9** having Cross Sectional Area of 5.0 m (width) x 3.5 m (height) has been driven from Lakhaniwali Adit to 120 mRL and further drivage is in progress. The length of decline is 2515 m.

As on 01.04.2018, Khetri block has estimated ore reserves 30.21 million tonne x 1.13 % Cu upto (-) 300 m RL, and Banwas block has estimated ore reserves 18.03 million tonnes x 1.92 % Cu upto (-)300 m RL, totaling 48.24 million tonne x 1.43 % Cu. It is planned to do

Diamond drilling up to (-) 300 mRL to explore the entire Khetri Copper Mine Block in G3 category ore body.

- 1.2.2 **Kolihan Copper Mine:** Kolihan Copper mine is about 10 km away from Khetri Copper mine and in operation since 1974. Kolihan Copper mine is an underground trackless mine deploying 30 tonne Low Profile Dump Truck (LPDT) with matching capacity Load Haul Dump (LHD) equipment. Kolihan Copper Mine has a strike length of 600-700 m; average width of ore body is 45 m dipping 80° due West. Ore body in Kolihan mine occurs in massive lode. Levels are developed at 60 m intervals.

The Kolihan Mine has a mining lease of 163.23 Hectares (Forest land – 161.83 Hectares & Non forest land – 1.40 Hectares) and the forest within the leases boundary has also been diverted for mining and its related activities. The lease validity period is up to 31.03.2020. The mine has an Environment Clearance (EC) for production capacity of 1.50 Million Tonnes / year from Ministry of Environment, Forest & Climate Change (MOEF&CC), Govt. of India. Consent to Operate for the present production level has also been obtained from Rajasthan State Pollution Control Board (RSPCB), Jaipur.

Access to mine: Total two numbers of entries are available.

- a) **Adit & Underground Production cum Service Shaft:** The access to this shaft is via a 400 m long Adit at 424 mRL. The area of cross section of the adit is 5.0 m x 3.5 m at 424 mRL. The shaft is a circular underground shaft with RL at top most landing is 424 mRL. The diameter of shaft is 5.9 m. There are two compartments in the shaft. The ore hoisting compartment is equipped with 800 HP Koepe winder at 475 mRL with two numbers of 6 tonne capacity skips. The service compartment is equipped with 400 KW double drum winder installed at 424 mRL with single cage having 25 person capacity per trip. The depth of the shaft is 577 m.
- b) **Decline:** One decline (5 m wide x 3.5m height) has been developed from surface (424 mRL) up to 64 mRL. The total length up to 64 mRL is 3608 meters. The gradient of decline up to 103 mRL is 1 in 9 and below 103 mRL it is 1 in 7. The drivage of Decline below 64 mRL is under progress.

As on 01.04.2018, Kolihan Copper mine has estimated ore reserves 14.50 million tonnes x 1.33 % Cu upto (-) 60 mRL. Diamond Drilling for further depth continuity of ore body beyond (-) 60 mRL is under progress.

1.3 The Scope of Work will broadly include:

The successful bidder will envisage to optimize and increase ore production from its existing mines at KCC taking into account augmenting the existing infrastructure requirement, ventilation requirement, underground ore tramming system, ore handling system etc after studying Geology, Exploration data and future exploration programme, Operating practices, mine access, transportation and hoisting capacity, mining method, ore hoisting system at surface up to stockpile etc.

The scope of work for augmenting the production capacity of KCC group of mines shall cover:

- i. Complete design of level wise Mine layout including various cross sections, stope design, mine preparedness with respect to stope preparation (development) and production drilling for achieving the above production capacity stage wise & year wise till the life of the mine with optimization,
- ii. Desktop Study of rock stability, based on available data
- iii. Design of Mine ventilation system for the same,
- iv. Calculation of Equipment: Equipment's adequacy, capacity, requirement maintenance system, availability, performance, utilization, replacement policy etc. for the same,
- v. Requirement of Manpower category wise for the same,
- vi. Recommendations for operating practices, optimization of enhanced production capacity including financial analysis *i.e.* estimated investment, return on investment, pay-back period, sensitivity analysis.

1.3.1 Draft Report will be submitted after executing scope of work mentioned in Clause 1.3 above.

1.3.2 Final Report will be submitted after taking into account comments of HCL on Draft Report.

1.4 Final report: The final report should be submitted in the following format after deliberation with HCL.

- i. Ten hard copies of report (Draft and final both).
- ii. Soft copy of the report on CD using Microsoft word.
- iii. Drawing should be compatible to Microsoft Office.
- iv. Presentation will be given to the Board level, if required

1.5 **Time Schedule:** Maximum six (6) months for completing the work excluding the time required by HCL for comments on draft report.

The bidder should submit a time-bound programme for completion of the awarded work within time schedule as mentioned above.

1.6 PRE-QUALIFICATION:

1.6.1 Technical eligibility:

The bidder should have successfully prepared Detailed Project Report (DPR) for minimum 3 (three) million tonne per annum in atleast 2 (two) numbers underground base metal mines globally in last 10 years ending on 31.03.2018.

OR

The bidder should have successfully prepared Detailed Project Report (DPR) for minimum 2 (two) million tonne per annum in atleast 4 (four) numbers underground base metal mines globally in last 10 years ending on 31.03.2018.

1.7 THE BIDDERS SHALL ENCLOSE THE FOLLOWING IN THEIR OFFER:

- a. Certificate(s) from Company or client of the bidder, to showcase relevant experience, to fulfill the technical eligibility as laid down in clause no 1.6.1.
- b. Brief description of the organization, experience in the related field of consultancy in mining and the name of the experts in mining, geology etc who will take up the above job.

1.8 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.

- 1.9 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'.

1.10 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	10.09.2018 between 10.00 am to 5.00 pm
2.	Pre Bid Meeting	24.09.2018 At 15:00 Hrs.
3.	Issue of Amendments, if any	To be published in HCL website
4.	Closing date of issuance of Tender	25.10.2018
5.	Due date of bid submission	25.10.2018 Up to 14:30 Hrs.
6.	Opening of Part-I bid	25.10.2018 At 15:00 Hrs.
7.	Opening of Price Bid	To be intimated to the qualified bidders
8.	Issue of LOI / WO	To the successful bidder

1.11 Amendment of Tender

- 1.11.1 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.
- 1.11.2 Any addendum thus issued will be intimated to the bidders by uploading on HCL website only.
- 1.11.3 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.

1.12 PREPARATION AND SUBMISSION OF BIDS:

- 1.12.1 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.customercare@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.

The bidder shall fill vendor registration form in HCL's website www.hindustancopper.com and indicate the vendor code in Appendix II

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 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.

1.13 Sealing and Marking of Bids

1.13.1 The Bidder shall submit the Bid in Sealed Envelopes.

- a. Envelope of the Bid shall consist of:
 - i. Detail of the bidder as Appendix I.
 - ii. 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 **Appendix II.**
 - iii. A copy of this tender document with each page initialed by the authorized person signing the Bid.
 - iv. 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/M&C/Mining/Consultant/2018/ Dated 10.09.2018”

1.13.2 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.

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

“Consultant for Enhancement of Production Capacity from Mining Operations at KCC”

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.

1.13.4 The packet shall be addressed to:

ATTN. OF: Executive Director (Materials & Contract)

ADDRESS: Hindustan Copper Limited
‘Tamra Bhawan’
1, Ashutosh Chowdhury Avenue
Kolkata – 700 019
Email: dkmahajan@hindustancopper.com

1.13.5 If the envelope is not sealed and marked “Bid Consultant for Enhancement of Production Capacity from Mining Operations at KCC” 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.

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

1.14 BID DUE DATE

1.14.1 Bid Documents should be submitted on or before as per clause no 1.10 at the address provided in clause 3 of Notice Inviting Tender above in the manner and form as detailed in this TENDER.

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

1.15 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.

1.16 CONTENTS OF THE BID

1.16.1 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).

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

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

1.17 MODIFICATIONS/SUBSTITUTION/WITHDRAWAL OF BIDS

1.17.1 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.

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

1.17.3 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.

1.18 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.

1.19 OPENING AND EVALUATION OF BIDS

1.19.1 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.

1.20 PRE-BID CONFERENCE

- 1.20.1 Pre-Bid conference of the Bidders shall be convened at a designated date, time and place. A maximum of five representatives of each Bidder shall be allowed to participate.
- 1.20.2 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.
- 1.20.3 The Bidders are requested to submit any question/query by email to reach HCL as per 1.10 Schedule of Bidding Process.
- 1.20.4 Non-attendance at the pre-bid conference will not be a cause for disqualification of a Bidder.

1.21 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.

FINANCIAL CONDITIONS

1. PAYMENT: Payment will be made in the following manner:

1.1 Method of Payment

- a. 30% on submission of Draft report, and
- b. 70% on submission of Final report

1.2 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 **Appendix - III** 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.

1.3 **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.

1.4 **Currency for payment:** All payments shall be made in Indian Rupee. Payment will not be made in any other currency.

1.5 Payment will be made shall be made by credit period of 30 days from the receipt of report, after applicable deduction, if any.

1.6 The Income Tax shall be deducted at source as per Income Tax Rules or as per bilateral agreement between India and the Country of the Consultant.

1.7 All the running payments made before final bill will be considered as advance.

- 1.8 Nothing extra shall be paid to the Consultant except what has been agreed under the scope of work.
- 2 The Bidder shall follow all labour laws applicable.
- 3 Liquidated damage (L.D): In case the Consultant fails to submit its reports within stipulated time, L.D @1% of fee per week or part thereof for the module subject to maximum of 10% of the module shall be levied.

If the delay in completion of execution of job is attributable to HCL, or due to a Force Majeure event, then Competent Authority may consider waiving of LD and extension of Time period, provided the occurrence of the event is informed by notice to HCL, immediately thereof.

- 4 Consultant shall furnish all clarifications about his report free of cost, before his final bill is paid.
- 5 Travel Expenses, lodging and boarding:

HCL will pay the cost of travel expenses from the nearest airport in the country of the consultant to India and back to the nearest airports. The economy class airfare will be payable on proof of submission of Bills.

Transportation in India by air/road shall be arranged by HCL

Accommodation: At mines lodging and boarding will be arranged at HCL Guest houses free of cost at other places like Delhi, Kolkata where visit is necessary lodging and boarding will be provided at suitable hotel by HCL free of any charges.

The consultant has to specify number of visits, number of persons during each visit, number of days during each visit, nearest originating airport and preferred travel route and airline for each module of project.

Should consultant appoint Indian employees for any part of work, similar details as clause 11.4 above has to be furnished for reimbursement/arrangement of transport, lodging and boarding.

- 6 CONFIDENTIALTY: The consultant shall keep all documents information and reports relating to the assignments strictly confidential and not share /publish/supply or disseminate in any manner whatsoever to any third party except with HCL written permission.
- 7 FINAL REPORT PROPERTY OF HCL: The Final report when received and accepted by the HCL shall become the property of HCL and the Bidder would not have the right on that or lien for publication or otherwise.
- 8 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 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. The Arbitrator will be appointed within 30 days of reference to arbitration. The 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 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.

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.

- 9 Jurisdiction of Courts: Kolkata
- 10 **TERMINATION:** In case the successful Consultant/bidder fails to fulfil the Contractual obligation within stipulated time frame without any valid reason, HCL reserves the right to terminate the contract by giving 10 days Notice.
- 11 **APPLICABLE LAW:** The Indian Acts will be applicable in all matters.
- 12 **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.

13 Conflict of Interest:

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 Employees of the Company shall not work as, for or be a part of the consultancy firm of.

14 Central & State Govt. Rules & Regulation:

- 14.1 The successful Bidder shall have to be observed all the State & Central Govt. Rules, Regulations & Act wherever applicable.
- 14.2 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.

15 Force Majeure :

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.

DETAILS OF BIDDER

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 Vendor 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 Vendor 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 Vendor Code

(Signature, name and designation of the Authorized Signatory)

Place:

Date: Name and Seal of the Bidder

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

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

1. Name of the Bidder:

S No	Particulars	:	Details	Remarks (If any)
1.	Name of the Organization	:		
2.	Officer- in-Charge	:		
3.	Description of Work as per Work Order	:		
4.	Time Period (time period must be any period during the preceding ten (10) year period ending 31.03.2018)	:		
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	:	Attached Yes/no	

2. 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 _____ 2018

(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 individual work for satisfying Technical Eligibility Criterion.

APPENDIX - III
(To be submitted in e tendering portal only)

NAME OF WORK:

NAME OF THE BIDDER:

SI	Description of Schedule Item	Quantity	Unit	Rate (INR)	Amount (INR)
1	Consultancy for KCC group of mines	1	no	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 for the total scope of work.

Note:

The above rate will be exclusive of Goods and Services Tax (GST). Applicable GST shall be payable by the successful bidder as per clause mentioned above.

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Name and seal of Bidder

APPENDIX - IV

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.