



HINDUSTAN COPPER LIMITED

(A Government of India Enterprise)

**TENDER DOCUMENT FOR 15,600 METERS MINE DEVELOPMENT ALONG
WITH STRIPPING, LONG HOLE (57 MM) DRILLING, DROP RAISING,
EQUIPPING, TRACK LAYING AND CONCRETING AT KHETRI COPPER
MINE, RAJASTHAN, INDIA**

No.: HCL/M&C/CO/KCC/DEV/2022 Dated 06.05.2022

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

Tender Notice No: HCL/M&C/CO/KCC/DEV/2022 Dated 06.05.2022

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-part bid system from experienced domestic bidders for ‘15,600 Meters Mine Development along with Stripping, Long Hole (57 Mm) Drilling, Drop Raising, Equipping, Track Laying and Concreting at Khetri Copper Mine, Rajasthan, India’ over a period of Sixty (60) months (excluding 6 months for site mobilization period). The interested bidders are requested to note the following:

1. Under two-part bid system, the first part (the “Techno Commercial Bid”) of the process involves qualification of interested bidders in accordance with the provisions of the pre-qualification criteria (PQC) stipulated in the tender & terms & conditions and the second part is the “Price Bid”. **The offers are to be submitted on line at URL ‘<https://etenders.gov.in>’ of NIC, who are our service provider for E-Procurement.** The price bid at above e procurement portal will be opened only of those bidders who qualify techno commercially. Please refer clause no. 2.6 for detailed procedure for submission of offers.
2. Tender document can be downloaded from the HCL website (<http://www.hindstancopper.com>) under heading “Tenders” and the CPP portal ‘<https://etenders.gov.in>’ of NIC.

HCL also reserves the right to issue any corrigendum(s) to this tender, if felt necessary, before the due date of opening of the tender. Also, HCL reserves the right to extend bid opening date due to administrative reasons.

Bidder has to check Corrigendum uploaded against the tender from time to time on HCL website / CPP portal and resubmit their bids in case of any change in their offer due to the corrigendum, before the final bid submission date/time.

3. Addresses for Communication:

The e bids (i.e. Part -I Techno Commercial bid and Part – II Price Bid) have to submitted in the e tendering portal only.

In case of Bid Security in the form of Bank Guarantee (BG), the BG must be submitted on or before as per schedule mentioned in clause 1.13 in the tender box located on the 3rd floor of Hindustan Copper Limited, ‘Tamra Bhawan’, 1, Ashutosh Chowdhury Avenue, Kolkata – 700 019 with the following information super scribed at the top of the packet in bold letters:

“Tender No: HCL/M&C/CO/KCC/DEV/2022 Dated 06.05.2022

for Mine Development of Khetri Copper Mine at Rajasthan, India”

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

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

In case, interested bidders require any clarification regarding any of the terms & conditions stipulated in this tender document, the same can be clarified through e-mail communications before the due date of submission of bids, at the following e-mail id:

Mr. Binayak Sahu: binayak_s@hindustancopper.com

(Sunil Parashar)
General Manager (Commercial)
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 bidders 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 as per 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.

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HINDUSTAN COPPER LIMITED
(A GOVT OF INDIA ENTERPRISE)

TENDER DOCUMENT SECTION I
TENDER INVITATION

1. INTRODUCTION

- 1.1. Hindustan Copper Limited (HCL), a public sector enterprise under the Ministry of Mines, Government of India is engaged in mining to beneficiation, smelting, refining and casting of refined copper metal into downstream saleable products.

HCL's mines and plants are spread across four operating units - Khetri Copper Complex (KCC) at Khetrinagar, Rajasthan; Indian Copper Complex (ICC) at Ghatsila, Jharkhand; Malanjkhand Copper Project (MCP) at Malanjkhand, Madhya Pradesh; and Taloja Copper Project (TCP) at Taloja, Maharashtra and a newly acquired Gujarat Copper Project (GCP) at Bharuch, Gujarat.

Khetri Copper Complex (KCC) at Khetrinagar, Rajasthan is situated about 160 km north of State capital Jaipur and 180 km southwest of India's capital city, New Delhi.

HCL is desirous of outsourcing Mine development and Drilling work of Khetri Copper Mine under operating unit KCC. The bidder shall be required to execute 15,600 meter of Mine Development including Horizontal & Vertical Development, Decline Development, Stripping, Track line laying and concreting along with Long Hole (57 mm) Production Drilling, Drop Raising & equipping at Khetri Copper Mine as per schedule of quantities during a period of five years (sixty months) excluding mobilization period of six months at the sole discretion of HCL as per established standards and complying statutory provisions. The whole operations shall be carried out on mutually acceptable term and conditions.

1.2. Brief description of Khetri Copper Mine

- i. Khetri Copper mine is a track mine with 1 metre width track gauge. Khetri Copper mine has a strike length of 3.5 km. Average width of ore body is 10 m dipping 65° due West. Ore body in Khetri mine occurs in number of lenses.

Access to mine: Total two 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.

- ii. Khetri mine is having a lensoid deposit. As a result developments are not continuous in ore.
- iii. Ore body is demarcated by drilling exploratory holes to know the ore body geometry and based on these findings from the boreholes, the mine development is planned and followed.
- iv. In horizontal development all level developments are with 1 metre gauge 60 lbs rail track using 3.5 / 5.4 MT GB cars for waste and ore development.
- v. The method of drilling followed is with pneumatic compressed air jackhammer with pusher legs drilling holes of 32 mm dia to a depth of 1.5 m by parallel hole cut using cartridge explosive of 25 mm dia drill with electric delay detonators.
- vi. Mucking is done by trackless equipment EIMCO 824 loader into GB cars which are generally kept 15 m away from moving face. The loaded GB cars are hauled to dumping Ore pass/Waste pass by 8 T Locomotive pulling around 5 nos of GB cars.
- vii. As a support SSR is followed and rock bolting of 1.8 m length is one of the main support and the faces are rock bolted upto 4 m of moving face.
- viii. Face ventilation is done by using auxiliary fan with 50/ 30 mm dia ducting.
- ix. Sublevel: Sublevels are developed 13 m below the main level with a size 3m X 3m. The equipment used for drilling is jack hammer and mucking is done by hopper loader. The ore is dumped into a raise and is mucked from the lower level and is loaded by a loader into a GB car which is hauled to Ore Pass. Roof is rock bolted and ventilation is done by auxiliary ventilation fan as per MMR, 1961.
- x. Vertical Raise: raising is done using 115 mm dia holes using Cubex (Hydraulic)/ WDS machine etc. drilling to a depth of minimum 60 m from 55⁰ to 90⁰ depending on the ore body inclination. Generally 9 holes are drilled and the blasting method is VCR method. Mucking is done from the lower level by loaders in combination with GB cars into waste pass/ore pass.
- xi. Slot raises in the stopes sometimes uses 115 mm dia wagon drills with 9 hole pattern and blasted with VCR technique. Sometimes slot raises are also drilled with 57 mm dia holes using BBC 120 F (Atlas Copco) drifter. But the lengths are restricted upto 15 m.
- xii. Sump excavations are done generally below the level and by using jack hammer conventional drilling blasting using hopper loader for mucking.

1.3. The Scope of Work:

1.3.1 Scope of work broadly includes: The selected Contractor (Successful Bidder) shall be

engaged for:

- i. 880 meter of decline development
- ii. 12,868 meter of horizontal development
- iii. 1,852 meter of vertical Mine development,
- iv. 14,500 cubic metres stripping (roof, side and floor)
- v. 2,40,000 meter of production drilling of 57 mm diameter.
- vi. 285 meter of raise equipping
- vii. 1400 meter (drivage length) of track laying and concreting

- 1.3.1.1 Mine development work includes horizontal development, vertical development for the excavation of the rock, as per the specifications at each level and loading, transportation (loading by EIMCO 824/ CAVO 310 pneumatic loaders/Hopper Loader/LHD as per suitability, transportation of muck by Battery Loco- 1.9 m³ Granby Mine Car (GB) combination), and disposal of the excavated rock at the place specified by Engineer-in-charge i.e. Ore Pass in case of ore and in case of waste rock, void stopes if available/ waste dumping yard at surface transported through Service Shaft. In case of ore, the ore can be intermittently dumped in to transfer passes to a lower level and then trammed to the Ore Pass. For Development Ore transportation only, 5.4 MT GB may be used by the Successful Bidder.
- 1.3.1.2 Mine development work also includes stripping (roof, side & floor) of already developed drives/cross cuts as per design, loading and transportation of muck and disposal of excavated rock at place specified by Engineer-In Charge i.e. Ore Pass in case of ore and in case of waste rock, void stopes if available/ waste dumping yard at surface transported through Service Shaft. The work also includes removal of existing pipe lines, cables, track lines & accessories and steel support if any and reinstallation after stripping as per requirement and direction of Engineer-In Charge.
- 1.3.1.3 Mine development work also includes decline development (size- 5.0 m X 3.5 m and 1 in 8 gradient) from 0 ML to 50 ML and from 0 ML to (-)60 ML for the excavation of rock, loading, transportation (loading by LHD, transportation of muck by Battery Loco- 1.9 m³ Granby Mine Car (GB) combination)/ LPDT as per suitability and disposal of the excavated rock at waste dumping yard at surface transported through Service Shaft. If available the waste rock generated may also be dumped in old void stopes of Khetri and Banwas Block. However no claim will be entertained on non-availability of possibility of waste rock dumping in old void stopes. The roof and floor of the decline should be maintained strictly as per the designed gradient (1 in 8). Manholes 1.8 metres in height

and 1.2 metres in depth and 1 metre in width will be made at interval of not more than 20 metres of decline length as per the design will be made and payment for man hole excavation shall be made separately from the open item rates.

- 1.3.1.4 The extent of drain of proper size (minimum finished 30 cm x 30 cm) & gradient (generally as per the gradient of the drive) will not be more than 15 m from face of development at any time. Rock Bolting is inclusive of Mine development work to be done in a grid pattern of 1.5 m x 1.5 m as per Systematic Support Rules (SSR) framed for the Mine or as per latest circular of DGMS/guide lines of DGMS.
- 1.3.1.5 Mine development work also includes cleaning, coursing and pumping of water, support by rock bolt and additional support including side pinning as and when required for development, laying of Track line (1m gauge, 60lbs/yd) in level, installation of ventilation fans, extension of ducting for establishing ventilation at working area, where required.
- 1.3.1.6 Extension of compressed air (MS Heavy Duty 6 inch dia or GI, Heavy Duty 4 inch dia as per requirement) and water pipe line (GI Medium Duty 2 inch dia) in the working area as directed by the Engineer-in-charge shall also be the responsibility of the Successful Bidder. The 6 inch Dia and 4 inch Dia pipe lines to be laid with flanged joints with Asbestos packing and nut bolt of size and 3/4" x 3½" and 5/8" x 3" respectively and 2 inch pipes may be laid either with socket or flanged joints as per the instructions of the Engineer-in-charge. All materials for Compressed Air and water pipe lines will be procured and installed by the Successful Bidder.
- 1.3.1.7 The work includes the procurement of equipment and all types of needed materials such as ventilation ducts, pipes from reputed manufacturers, valves, track and pipe fitting accessories, tools & tackles etc. except those mentioned clearly under scope of free supplies from HCL, shall be in the scope of Successful Bidder.
- 1.3.1.8 As and when, any additional supports if required to be erected and fixed by the Successful Bidder, the payment shall be made as per the schedule of rates after certification of the Engineer-in-charge. Successful Bidder has to carry out the work as stipulated under various rules framed by DGMS and any special conditions imposed by DGMS for safety of the work persons and work place.
- 1.3.1.9 During ground consolidation by injection of quick setting chemicals, all materials which may be required like pumps, hose pipes etc. shall be arranged by the successful bidder without any extra payment. Only cost for chemicals used shall be paid as per actual rate or as per open item whichever is less after production of bills in this regard.
- 1.3.1.10 Disposal of waste rock generated through waste development faces: Waste rock generated during the mine development will be hoisted through Service Shaft to surface in 1.9 cum capacity mine GB car. Waste generated below 0 ML has to be brought to 0 ML for hoisting through Service Shaft to surface. At surface the waste filled GBs are to be

trammed by Battery/Diesel Locomotive and dumped in a chute and from chute bottom the waste to be collected and disposed at waste dumping yard finally. Average requirement of waste GB hoisting will be 100 nos/day. The successful bidder is free to adopt mechanized means for achieving above requirement on prior permission from Engineer-In Charge.

- 1.3.1.11 If available, waste rock generated during the Mine Development of waste faces, will be directed to mine out stopes of same level or upper level as specified by Engineer-in-charge.
- 1.3.1.12 No extra payment shall be made to the Successful Bidder for dumping of the waste rock at surface yard through Service Shaft on account of non-availability of mined out stopes belowground.
- 1.3.1.13 The waste rock generated below 0 ML i.e. during decline development up to (-) 60ML and lateral and vertical development thereafter may be transported to +50 ML i.e. drill level of 0 ML via decline for disposal in old void stopes if made available or may be transported to old void stopes of Banwas Block via foot wall drive at 0 ML and decline after the foot wall drive is fully developed between Khetri Block and Banwas Block at 0 ML. The successful bidder may depute suitable LPDT in order to achieve faster mine development. However no extra payment shall be made to successful bidder for dumping of the waste rock at surface yard through Service Shaft on account of non-availability of either or both of above options.
- 1.3.1.14 The diesel operated equipments like LHD and LPDT should comply all the modern gadgets and accessories required as per DGMS standard and circulars in order to get specific approval from DGMS.
- 1.3.1.15 Service Shaft can be made available for waste hoisting in two shifts only beyond the time required for man winding, material winding and maintenance jobs.
- 1.3.1.16 The work of rock bolting/side pinning inclusive of mine development and involves drilling of hole (33mm dia) and grouting (preferably by quick setting cement capsule) of rock bolt (Fe-500 grade or more, minimum 22 mm dia and 1.8 m in length) in the hole as per latest circular issued by DGMS and SSR of the mine. Rock Bolt may be of eye bolt shaped with eye welded for 10 % of Rock Bolts for testing purposes. Pull test should be conducted for at least 10% of the rock bolts in the presence of Engineer-in-charge or his representative and should have more than 6 tonne load & test report shall be recorded in bound paged book duly signed by successful bidder to produce before Engineer-in-charge for his satisfaction. Procurement of all the materials including Rock Bolt Testing machine, Grouting machine, Rock Bolts, Grouting material, accessories, tools and tackles etc. required for rock bolting shall be the sole responsibility of the Successful Bidder. Rock bolting should always be kept maintained to be completed within 4m from the face all the time.

- 1.3.1.17 The sump excavation is to be done at -60 ML, waste rock obtained in the excavation to be brought to 0 ML, there is to be filled in mine cars and then hoisting it from 0 ML and tramming it to surface dumping yard.
- 1.3.1.18 Civil foundation, electrical installation, Installation of pump, pipe line supply, transportation and laying through decline or bore hole, sump cleaning at (-)60 ML shall be the responsibility of the successful bidder.
- 1.3.1.19 Raise development involves the work of vertical/ incline raise drilling by long hole drilling or large diameter drilling, blasting and removal of waste/ ore as per the circuit mentioned above. Raise inclination exceeding 55° from level/horizontal plane shall be considered under “Vertical Raise” schedule of quantities.
- 1.3.1.20 Track line laying and concreting involves laying of track (1m gauge, 60lbs/yd), concreting with 30 cm thick Re-enforced Cement Concrete (RCC) (Grade-M-20) (4m wide including track) to a finished clearance of 3.5m from roof. The track will be tied with H beam(150mm X 150mm) placed across at an interval of 2 metre and embedded in RCC. Also the check rails shall be laid at turnings and as per requirement. All accessories/materials for track laying & installation of crossing except 60 lbs Rail Track and Rail Crossings (used/new) shall be under the scope of the successful bidder. As and when required existing track/steel support if any shall be removed by the successful bidder without any extra cost. All item required for re-enforced cement concreting shall be under the scope of the successful bidder. The re-enforced cement concrete will be subjected to strength test after 28 days of curing. The successful bidder will make necessary arrangement of cube test to ascertain the strength of concrete from reputed test lab/govt. lab as per instruction of Engineer-In Charge. The RCC should meet the required strength criteria. This test shall be done after the completion of every 100 metre of track laying and concreting work along the drive. If the RCC fails in strength test, it will be rectified by the successful bidder at his own cost. The successful bidder will ensure minimum clearance between rail track and concrete for smooth movement of both track and trackless equipment.
- 1.3.1.21 **Sampling:** The both walls of the cross-cuts/ development specified by Engineer-in-charge (approximate 25% of the total development metres) is to be chip sampled by dividing the walls in suitable grid (each sample will represent length of 1.00 metre along the dip of the ore body divided into 25 cms x 25 cms grid pattern digging point) digging the center of the point up to 7 mm with the help of chisel and hammer. Chip sampling is to be done under the direction of Company’s Geologist and manpower & other necessary accessories are to be provided by the Successful Bidder. The sample so collected is to be handed over to Maza House sampling room of the Geology Department.

- 1.3.1.22 **Long Hole drilling:** For production drilling the holes are to be drilled at given locations. The drilling shall be carried out at designated point & at designated angle as per designs provided by HCL. The job comprises drilling of holes of 57 mm diameter, average 15 m in length. The maximum length can be up to 25 m in fan shape or parallel in different stopes in medium to hard rocks of Khetri Copper Mine. The holes are to be drilled from 0o to 360 o on given plane together with maintenance of drilling machine and associated work like pipe line extension, securing the area safe by loose dressing and shifting of materials related to drilling as well as machine shifting to different drilling locations. The work also includes plugging of the bottom holes by wooden plugs. Wooden plugs will be supplied by the Successful Bidder without any extra payment.
- 1.3.1.23 Holes for rock mechanics instruments other than 57mm dia may also be required. The successful bidder will also have to drill these holes as per the requirement and instruction of Engineer-In Charge. The bills for so drilled holes to be released with equivalent length of 57mm dia holes proportionate to diameter of rock mechanics holes. No extra payment shall be made in this regard.
- 1.3.1.24 **Raise Equipping for Vertical Raise:** As per requirement, Raise equipping work for transportation of Man and Material in sub levels/ level to level and as a second outlet also, including cost of material, which involves fixing of wooden plank (min. 2” thick) platforms, Mild Steel ladders (painted to avoid corrosion) at an interval of maximum 10 metres, fencing ladder way compartment with wire mesh (3mm, 2 inch x 2 inch) and Compressed Air (4”) and Drilling Water (2”) pipeline erection and as and when required Sump Water Delivery (4” Heavy Duty) line as per the instructions of Engineer-in-charge shall be within the scope of the Successful Bidder.
- 1.3.1.25 **Transportation of Equipment from Surface to underground:** All equipment, machineries required to execute above works shall be transported through the service shaft. The successful bidder will depute adequate competent manpower required for transportation of machineries through service shaft. If required the equipments will be dismantled at surface before transportation and reassembled underground by the successful bidder without any extra cost. The transportation of equipment through service shaft will be under the supervision of HCL representative. The details of service shaft and cage dimensions etc. has been provided in VOLUME-II of this document.

1.3.2 GENERAL CONDITIONS

The successful bidder shall be responsible for the following:

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

- The successful bidder shall operate and maintain the equipment at the Khetri Copper Mine. Requirement of manpower, will be met by the successful bidder. The successful bidder shall engage manpower for supervision including statutory supervision, at its own terms and conditions, provided that this manpower will have no legal right for the employment in HCL at the expiry of the term of the agreement with successful bidder. The selected bidder will be required to deploy at first from the existing number of employees as available at the Mine. Thereafter preference in employment should be in the principle of increasing distance from the site as per the Govt. norms. The successful Bidder should formulate a Project implementation strategy as per the best international practices and in Conformity to Indian Mining Legislation.
- The successful bidder shall establish store, work shop, garages and office structure near Khetri Copper Mine and deploying their security personnel for restricting unauthorized entry to the Mine. However, it shall be not a breach of contract in case in addition HCL deploys its own security also. The area within the boundary shall be handed over to the Successful Bidder.
- The successful bidder shall ensure reliability/availability of equipment supplied for the scope of work during the contract period in such a way that the development work does not suffer. In case of any break down of the equipment, the same should be immediately attended to and intimated to the Engineer-in-Charge or his authorized representative.
- Safety Features in the equipment: The equipment supplied/used by the Successful Bidder must be provided with the safety features to meet the present requirement as per DGMS guidelines (especially DGMS (S&T)/(Tech) Circular no. 1 dt 13.08.2018), guidelines of other Indian statutory bodies and their time to time updates. The Successful Bidder shall maintain all standard safety devices/gadgets and additional facilities provided by manufacturer during the entire contract period.
- Spare Parts: Procurement of spare parts and consumables required for maintenance and smooth running of equipment shall be the responsibility of the Successful Bidder at his own cost. The Successful Bidder should maintain a stock of essential spares as per the recommendation of the manufacturer, which may be required to ensure immediate maintenance with minimum downtime.
- The selected Bidder shall, facilitate / assist HCL to obtain statutory clearances from the concerned State & Central departments prior to and during undertaking any operation at the site, if required.
- Shall ensure Power supply of the machinery to be deployed and other plant and machinery to be set up. HCL shall supply power at different UG sub-stations at a fixed point. Being statutory requirement, the maintenance, up keeping & operation shall be under the scope of the successful bidder. Any augmentation/repair/replacement required to the substation for increased load on account of new equipment shall be the responsibility of the successful bidder. All existing/standby equipment shall be handed over by HCL to successful bidder on “as is where is” basis.
- The successful bidder will deploy qualified competent persons, technicians, helpers and other personnel required to ensure minimum guaranteed development to meet the scheduled target. The Successful Bidder shall deploy skilled operators in sufficient numbers

for smooth operation of the equipment. The operators to be engaged in operation must have minimum one year experience for operating such kind of underground equipment. All the persons employed by the successful bidder shall undergo vocational training as per the Mines Vocational Training Rules 1966 in the company's VT centre. They will also have to undergo Initial/periodical medical examination as per Mines Rules 1955 in the Company's hospital on chargeable basis.

- Preparation and submission of all design, data drawings, electrical drawings etc. to the engineer-in. charge shall be the responsibility of the successful bidder.
- The successful bidder shall deploy suitable and matching equipment to meet the development targets mainly. The deployed machinery/equipment shall meet safety features as per DGMS requirements (especially DGMS (S&T)/(Tech) Circular no. 1 dt 13.08.2018) and safety conferences. Wherever required any DGMS permission for contractors deployed machinery/equipment, it shall be the responsibility of successful bidder to get permission from the statutory body and then after only deploy the machinery/equipment in the Mines for operation. HCL will not be responsible for any delay in getting approval.
- For each and every operation, the successful bidder shall formulate, prepare and submit the Code of Practices/Procedures, Safe operating Procedures and submit Safety Management Plan and update the same from time to time. The same shall be submitted to EIC and approved by Mine Manager.
- Strata Control/ Instrumentation: Monitoring of levels for horizontal and vertical strata pressure by installing Tape Extensometer & Convergence Recorder in the main drives and other drives & cross cuts etc. These points must be fixed at suitable interval as per SSR. The readings are to be taken every fortnight and recorded in a bound paged book and any change in readings must be informed to Mines Manager and the Engineer in charge for further necessary action.
- The entire job including selection and study, drilling of holes/ site preparation for instrumentation, procurement & installation of instruments, data collection shall be under the Successful Bidder's responsibility. A copy of the readings so taken shall be handed over to the Engineer-in-Charge.

1.3.3 OTHER RESPONSIBILITIES

- 1) All equipment, manpower and consumables required for executing the work except as provided in list of free supplies, shall be procured/arranged by the Successful Bidder at its own cost. The Successful Bidder shall arrange for drilling, blasting, mucking and hauling for Mine Development. Maintenance and procurement of all other equipment essential for their operation, maintenance and procurement of drilling accessories, spare parts and all other consumables shall be responsibility of Successful Bidder only. Similarly, Cap lamps along with charger, racks and safety wears will also be the responsibility of the Successful Bidder.
- 2) The deployed machinery/equipment should comply with the safety features as per DGMS requirements and recommendations of different safety conferences. It shall be the

responsibility of successful bidder to get prior permission from Statutory Authorities for machinery/ equipment to be deployed by the contractor. A copy of the permission letter, required from Statutory Authorities must be deposited to the EIC before deployment in the mines. KCC/HCL would not at all be responsible for any delay in getting approval from statutory Authorities for all such equipment and machineries.

- 3) The statutory approvals/permissions for deployment of equipments shall be arranged by the successful bidder within the mobilization period of Six months. Any delay for taking approval from statutory bodies shall not be considered for extension of mobilization period or revision in targets.
- 4) **Centre & Grade Line:** Centre & Grade line are to be maintained strictly. Surveying will also be the responsibility of the Successful Bidder.
- 5) Gradient of mine workings up to 1 in 100 will be considered as horizontal development.
- 6) For Production drilling, drilling plane/ring planes for the holes on the back of the working in underground and marking of individual hole angle as per the design shall be the responsibility of the Successful Bidder's surveyor.
- 7) For Production drilling, accuracy of the drilling is strictly required to be maintained by the Successful Bidder i.e. Angle, Drill Plane and Length of the hole drilled shall be as per the design. If deviation found more than the permissible limit, relieving hole shall be drilled by the Successful Bidder without any extra payment.
- 8) The Successful Bidder shall ensure proper cleaning and plugging of Production drilling holes to the satisfaction of Engineer-in-charge. Care should be taken so that sludge is not entered in to the drilled holes.
- 9) The Successful Bidder shall submit list of manpower including that of administration, operational, maintenance, statutory & others for Mine Development including other activities to achieve the work target before start of the work to the Engineer-in-charge. The Engineer-in-charge shall allow for the work upon his satisfaction to the sufficiency of the manpower.
- 10) Procurement of all machineries, transportation of the machineries at site, materials, tools and tackles etc. required for maintenance of equipment will be arranged by the Successful Bidder at his own cost. Also any other or additional equipment, tools or facilities required for execution of the work under contract will have to be arranged by the Successful Bidder at his own cost.
- 11) Drilling machines, spare parts, drilling accessories, materials, lubricants, tools, tackles etc. required for maintenance and operation of the equipment will be arranged by the Successful Bidder at his own cost. Also any other or additional equipment, tools or facilities required for execution of the work under the contract will have to be arranged by the Successful Bidder at his own cost.

- 12) The Successful Bidder shall submit list & volume of matching equipment, machineries & related accessories along with their technical specification to achieve the work target before start of the work to the Engineer-in-charge. The Engineer-in-charge shall allow for the work upon his satisfaction to the sufficiency of same.
- 13) Stone masonry wall for erecting ventilation stoppings as and when required will be done by the Successful Bidder as per the rates given in Open Items in the document.
- 14) Wire meshing (2 inch x 2 inch and 3 mm dia), RCC / Shotcret or Cable Bolting have to be provided at workshop and weak zones as and when required as per the instructions of Engineer-in-charge as per the rates given in Open Items in the document.
- 15) Steel set supports have to be provided as and when required as per the instructions of Engineer-in-charge as per the rates given in Open Items in the document.
- 16) Successful Bidder has to fulfill the entire statutory requirement and has to carry out the work Successful Bidder as stipulated under various rules framed by DGMS and any special conditions imposed by DGMS for safety of the work persons and work place.
- 17) Work shop facility required at each main level will have to be created by the Successful Bidder at his own cost.
- 18) **Drawings:** Drawing required for the purpose shall be issued 15 days in advance by the Engineer-in-charge.
- 19) **Drilling and Blasting:** The face has to be drilled and blasted with jack hammer/Drill Jumbo in the standard pattern and to be blasted in scheduled blasting time. Both these operations should be perfectly controlled so that the over breakage will be minimum. As and when required the successful bidder shall adopt controlled blasting techniques such as perimeter blasting/ pre splitting as per instruction of Engineer-In Charge without any extra cost.
- 20) **Road Maintenance:** The Successful Bidder shall make necessary arrangement for resources, including required equipment for the maintenance of the road/ tramming ways (from loading point to unloading point) & drains for cleaning, levelling and drainage of water from work site to main drainage system, where the equipment are working. HCL shall not be responsible for poor condition of the road/ tramming ways where the equipment shall be deployed. However, maintenance of road/ tramming ways commonly used by HCL and /or parallel Contractor(s) and Successful Bidder shall be done by mutual understanding.
- 21) **Track laying & Maintenance:** In Mine Development, as per requirement, the laying of track shall be within the scope of work of the Successful Bidder. Further the maintenance of track line will also be the responsibility of the Successful Bidder. The entire material except 60 lbs Rail Track and Rail Crossings (used/new) but including Salwood sleeper 200mm x 150mm x 1800mm long at every 1 metre interval along the drive, Fish plate (Suitable for BSR 60 LBS Rail as per Indian Railway DRG NO T-063) joint, Square Head Nut & Bolts, Dognails, Tools

and tackles required for laying and maintenance of track will be procured/arranged by the Successful Bidder.

- 22) Wherever, the HCL departmental ore tramming and/or parallel Contractor(s) and Successful Bidder's ore/waste tramming shall be on the common track line, the maintenance of which shall be done by mutual understanding.
- 23) **Drain:** Water coursing in development faces will be done by the Successful Bidder by making 30 cm x 30 cm finished size drain. The drain will be prepared in Approach Cross Cuts, Footwall Drives, Extraction Drives/ Cross Cuts and or as directed by Engineer-in-charge. This will be kept prepared up to 15 m from the face. The concreting of the drain min. 75 mm thick (bottom and road side) shall be done by the Successful Bidder in Approach Cross Cut, Main Foot Wall Drive and in any other Drive as required as per the instructions of the Engineer-in-charge.
- 24) Drain maintenance all along the tramming areas will be the responsibility of the Successful Bidder inclusive of making sludge pits as and when required and regularly cleaning of it including pumping wherever required.
- 25) **Pumping:** The Successful Bidder shall be responsible for the proper drainage in the excavation made. All accumulated water shall be channeled out from the working area to main drainage as per the direction of Engineer-in-charge, without any extra payment. The pumping of -60 ML mine water to 0 ML shall also be the responsibility of Successful Bidder.
- 26) **Ventilation:** It shall be Successful Bidder's responsibility to keep his working area well ventilated to ensure an adequate supply of air to within 4.5 metres of the face or blind end as per statutory standards applicable and make his own arrangement for procurement and maintenance of equipment's like ducts, auxiliary fans or suitable mechanical appliances, electric cables, starters (OCB), switches etc. for proper coursing of air, however to run such appliances power would be made available. Successful Bidder shall manage for regular inspection of all the area to check the proper ventilation at different workings as per statutory standards and submit the report to the Engineer-in-charge.
- 27) The Successful Bidder at his own cost should arrange all the essential inputs required for operation/maintenance of Equipment except mention in free supply by HCL.
- 28) The Successful Bidder shall ensure safe working of Men & Machinery and the company shall in no way be held responsible for any damage/loss/accident etc. of any type and/or reason including blasting operations.
- 29) Successful Bidder shall be liable to pay for any damage caused to the HCL's Equipment etc. due to negligence of his employees. HCL reserves the right to deduct amount of such damages caused by the Successful Bidder or his employees to HCL's equipment from Security Deposit lying with HCL at that time.

- 30) In Khetri Copper Mine normally available working hours shall be on 3 shifts of 8 hours per day, 6 days a week. Total working days per month shall be the days in a month except Sundays and paid holidays.
- 31) Successful Bidder should comply with all the statutory provisions during the period of work and maintain records under the said regulation.
- 32) Successful Bidder shall not be entitled to any additional cost on account of shifting of equipment from one place to another place.
- 33) The Successful Bidder should employ only skilled, qualified, experienced and authorized manpower for operation and maintenance of Equipment. In case of newly appointed manpower, they should undergo Vocational Training, as per statute for working in mines.
- 34) All working area should be fitted with LED bulb of suitable wattage to ensure maximum lux as per statute.
- 35) The successful bidder shall during the tenure of the contract, maintain at least 5 rescue trained persons and one additional man for every 100 persons deployed belowground beyond 500 persons deployed belowground in the contract as per Mine Rescue Rule 1985 at any given time or shall deploy at least 5 eligible persons and one additional man for every 100 persons deployed belowground beyond 500 persons deployed belowground in the contract for training in rescue work as per Mine Rescue Rule 1985 at any given time. HCL shall make arrangements for rescue training of such eligible persons at the cost of successful bidder. The expenses borne by HCL for rescue training of such eligible persons of successful bidder shall be recovered from the running bills/security deposits of successful bidder. Refresher training & gallery training of rescue trained persons will be done at KCC Mines Rescue Room as per Rescue Rules 1985. The rescue trained persons shall be sent for participating in Rescue competition on behalf of HCL, and the expenses of transportation, accommodation etc shall be borne by successful bidder. The leaves on account of training and competitions etc shall be considered as present by the successful bidder for calculating wages etc.
- 36) **Contractor to make his own arrangement for supplies:**
- i. The Company shall not be responsible or liable in any way for the supply of the equipment, articles, materials or stores of any description, excepting those for which express provision has been made.
 - ii. Issue of Materials: Material as per List of free supply to the Contractor will be supplied to the Contractor by the Company from Store as and when required, if available. It shall be the responsibility of the Contractor to take delivery of the material and arrange for its loading,

transportation and unloading at the site of work at his own cost. The material shall be issued between the working hours and as per rules of the Company as framed from time to time.

- iii. The Contractor shall bear all incidental charges for the Storage and safe custody of material at site after these have been issued to him.
- iv. Material specified as to be issued by the Company shall be issued in standard size as obtained from the manufacturers.
- v. The Contractor shall construct suitable godowns at the site of work for safe storage of the material and protect against rain, dampness, fire, theft etc. He shall also deploy necessary watch and ward establishment for the purpose. It shall be duty of the Contractor to inspect the material supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the material have been delivered by the Owner, it shall be the responsibility of the Contractor to keep them in good condition and if the material are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the directions of the Engineer-in-Charge.
- vi. The Company shall not be liable for delay in supply or non-supply of any material, which the Company has undertaken to supply where such failure of delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the Company. In no case, the Contractor shall be entitled to claim any compensation for loss suffered by him on this account.
- vii. It shall be the responsibility of the contractor to arrange in time all material required for the work other than those to be supplied by the owner. However, if in the opinion of the Engineer-in-charge the execution of the work is likely to be delayed due to the contractor's inability to make arrangements for supply of material which normally he has to arrange for, the Engineer-in-charge shall have the right at his own discretion to issue such material if available with the owner or procure the material from the market or elsewhere and the contractor will be bound to take such material at the rates decided by the Engineer-in-charge. This, however, does not in any way absolve the Contractor from responsibility of making arrangement, for the supply of such material in part or in full, should such a situation occur, this would not affect the completion time.
- viii. None of the material supplied to the Contractor will be utilised by the contractor for manufacturing an item, which can be obtained from manufacturer in finished form.
- ix. The contractor shall, if desired by the Engineer-in-charge execute an indemnity bond in the prescribed form, for safe custody and accounting of all material issued by the owner.

- x. The contractor shall furnish to the Engineer-in-charge sufficiently in advance of 6 months a statement showing requirement of the quantities of the material to be supplied by the owner and the time when the same will be required by him for the work, so as to enable to the Engineer-in-charge to make necessary arrangement for procurement and supply of material.
- xi. A daily account of the material received free of cost from the owner shall be maintained by the Contractor indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the Engineer-in-charge along with all connected papers viz. requisitions issues etc. and shall be always available for inspection in the Contractor's site office. Similar record shall be maintained for items issued on sale account.
- xii. Any item issued from the Mines department has to be recorded and regularised through central stores.
- xiii. The contractor should see that only the required quantities of material are got issued. The contractor shall not be entitled to claim cartage and incidental charges for returning the surplus material, if any, to the stores where from they were issued or to the place as directed by the Engineer-in-charge.
- xiv. Material/equipment supplied by the owner shall not be utilised for any other purpose(s) than issued for.
- xv. All material supplied to the Contractor shall remain the absolute property of the company and shall not on any account be removed from the site of work, and shall at all times be open for inspection by the Engineer-in-charge.
- xvi. The contractor will have no claim for compensation on account of any such material so supplied to him as aforesaid being unused by him or for any wastage of or damage to any such material.
- xvii. All items brought inside the Mine gate must be supported by delivery challan/gate pass duly endorsed and entered at the gate.
- xviii. All material issued by the owner to the Contractor shall be preserved against deterioration and corrosion by proper storage while under contractor's custody. Any damage/losses suffered, on account of non-compliance with the requirements stipulated herein shall be considered as losses suffered due to willful negligence on the part of the contractor and he shall be liable to compensate the owner.
- xix. All machined surfaces shall be properly greased and should be maintained and protected from damages.

- xx. Openings of equipment, machinery, valves, etc. shall be kept blocked/covered with blinds to prevent entry of foreign matter.
 - xxi. As far as possible material shall be transported to the site of erection only just prior to their actual erection and shall not be left lying around indefinitely. Instructions of the Engineer-in-charge shall be followed strictly in this regard.
 - xxii. Notwithstanding anything contained to the contrary in any or all the clauses of this contract where any material for the execution of the contract are procured with the assistance of the Company either by issue from Company's stock or purchases made under orders, or permits or licenses issued by Government, the contractor shall hold the said material as trustee for the owner and use such material economically and solely for the purpose of the contract and not dispose them off without the permission of the owner and return, if required by the Engineer-in-charge, all surplus or unserviceable material that may be left with him after the completion of the contract or at its termination for any reason whatsoever on his being paid or credited such price as the Engineer-in-charge shall determine having due regard to the condition of the material. The price allowed to the contractor, however, shall not exceed the amount charged to him. The decision of the Engineer-in-charge shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the contractor shall, in terms of the licenses, or permits and/or for breach to trust, be liable to compensate the Company at double the rate or any higher rate or if not being available in the market, then any other rate to be determined by the Engineer-in-charge and his decision shall be final and conclusive.
- 37) **Supervision of the work by the contractor and the contractor's agent and his supervising staff at the work site:**
- i. Regarding statutory supervision, the Successful Bidder and HCL management shall frame out a policy to comply with the provisions of MMR1961. However, for execution, supervision and control of the Contract, Successful Bidder shall deploy statutory qualified supervisors and officials experienced in the field of Metal Mining in similar conditions in all the three shifts of operation and they will be statutorily under the control of Mine Manager and Agent of the Khetri Copper Mine.
 - ii. The Successful Bidder shall name and depute a qualified person having sufficient experience in carrying out work of similar nature, which the equipment, material, if any shall be issued and instructions for work is given. The Successful Bidder shall also provide to the satisfaction of Engineer-in-charge sufficient and qualified staff for supervision and execution of the work e.g. Underground Managers, Mine Foreman, Mining mate and all competent persons required to execute the work including those specially qualified by previous experience to supervise and execute the type of work to be executed in such manner as will ensure work of the best quality for expeditious work. Whenever in the opinion of the Engineer-in-charge, additional statutorily qualified supervisory staff is considered necessary, they shall be employed by the

Successful Bidder without additional charges on account thereof. The Successful Bidder ensures to the satisfaction of the Engineer-in-charge that efficient supervision by competent persons shall be provided if the work is being executed by sub- contractor.

- iii. The Successful Bidder shall keep at all time on the work site while the work is in progress, a properly qualified and competent Project Manager, duly authorised and empowered to act for him and to receive on his behalf all such notices and communications as the company and/or the Engineer-in-charge may wish to issue from time to time. From the moment the Project Manager so appointed takes charge of the work, such notices and communications shall operate as if the Successful Bidder himself had received them and all act done by Project Manager shall be “*quit facit per alium perse*”, which means “he who does through another does by himself”. The Act of Project Manager is the act of the Successful Bidder, as binding as if done by the Successful

Bidder himself, notwithstanding absence of formal authority or definite instructions from the Successful Bidder to the said Project Manager or any purported restrictions or powers or limitations of authority imposed by the Successful Bidder. It shall be open to the company to enforce replacement of the Project Manager and/or any other employees of the Successful Bidder in the event that the Engineer-in-charge deems the Project Manager or any other employee to be incompetent or otherwise unacceptable at any time. The Project Manager shall arrange for receipt of material and supplies.

- iv. The Successful Bidder is expected to employ only Indian Nationals. In case foreign expert(s) is/are required to be engaged, it should be specifically mentioned in the offer, but no foreign exchange will be payable by the company, wherever practicable, skilled/semi-skilled (if available) and unskilled personals are to be recruited locally for underground and surface work.

38) **Excavations:**

- i. Extent of excavations: All the rocks within the neat line shall be excavated and no rock projections shall fall within the limits of the neat line. No payment will be made for rock excavated beyond the limits of the neat line in good ground conditions. In good ground, the neat line of excavation will be as indicated in the drawings, except in those instances where the specifications call for an increased excavation to accommodate concrete lining. If concrete lining is required, the Engineer-in-charge will modify the neat line and the Successful Bidder will be paid for excavation at the rates mentioned in Form - I for such work.
- ii. In any excavation, over-break up to, 5% by volume in good ground may be allowed without any payment or penalty, Over break beyond this limit will be made good by the Successful Bidder at his own cost and in the manner approved by the Engineer-in-charge without extension of time.
- iii. For determining the ground condition of the rock a) rock quality designation (R.Q.D.), b) explosive consumption, and c) requirement of temporary support will be considered.
- iv. Blasting Damage: Successful Bidder will be held responsible for any damage due to blasting and all blasts must be controlled to prevent shattering of excavated areas, installations, buildings, foundations, equipment's, structures etc.

39) **Fencing and barricades:**

- i. Successful Bidder shall erect and maintain fencing and barricades required in connection with his operation to guard or protect:
 - i) Excavations,
 - ii) Hoisting areas,
 - i) Areas adjudged, hazardous by Successful Bidder's or Owner's representatives,
 - ii) Owner's existing property likely to be damaged by Successful Bidder's operations,
 - iii) Unloading spots, and
 - iv) Any other place as directed by the Engineer-in-charge.
- ii. Successful Bidder's employees and those of his sub-contractor shall become acquainted with Owner's barricading practice and shall respect the provisions thereof.

40) **Safety provisions to be displayed on notice board:** The safety provisions should be displayed on the notice board at a permanent place at the work spot. The person responsible for compliance of the safety code shall be named therein by the Successful Bidder.

41) **Support:** Wherever necessary, temporary support shall be provided/erected and maintained so as to keep the area in safe condition till the permanent support is provided/erected. If in the opinion of the Engineer-in-charge any other type of support is necessary, Successful Bidder shall comply with the instructions.

42) **Precautionary measures to be taken against dangers associated with the work:** The Successful Bidder and his persons shall strictly observe the provisions under Mines Act 1952, MMR 1961, Mines Rules 1955 and other relevant rules framed; recommendations of DGMS Circulars issued, Safety Conference for Mines etc. while dealing with the Dangers/operational hazards during the course of execution of the Contract.

- i) Proper Loose (partially dislodged rock from the in situ strata) checking and dressing before commencement of work in each shift in the area and also during the shift, where required, under the supervision of a competent person.
- ii) Face cleaning and checking for undetonated explosive and detonators in the sockets of previously blasted round.

As the mucking operation is in progress the loose from the side and also of the roof must be checked from time to time. Precaution should be taken to deal with misfires while mucking by water jet using copper rod to remove the misfire. After complete mucking is over the face and roof has to be well dressed of loose, all the sockets should be individually checked by a Copper rod to rule out any possibility of undetonated explosive or detonator. Particularly emphasis is to be given to Cut holes area and also the

Bottom holes. The bottom holes has to be cleared by water jet and Copper rod to ensure no undetonated explosive or detonator and these Bottom holes need to be plugged with wooden wedges.

The drill hole markings are to be given with paint and if the Cut hole area is damaged due to overcharge of explosive or any other problem and becomes burnt out then the Cut hole position is to be changed. Centre line and Grade line shall also to be extended.

Before declaring face for drilling, Mining Mate/ Foreman should check if face is safe for drilling.

- iii) After blasting, working places shall not be entered, unless sufficient time has elapsed for dust, smoke and fumes to be cleared by a current of air and the broken ore or rock shall not be moved unless it has been thoroughly wetted with water. The loose should be dressed before mucking operation starts. Working place should also be checked against deficiency of oxygen.
- iv) Fencing and barricading of any excavation mouth where there is any likely chance of person to fall and get injured.
- v) In workings having an inclination of 30 degrees or more from the horizontal adequate precautions should be taken to prevent danger to persons from falling or rolling of timber, tools or other appliances or material. Precautions should also be taken against Rolling stones.
- vi) The materials such as wooden plugs shall be readily available at the working place for sudden heavy inrush of water from the strata. In such case the area/hole should be plugged and person shall be withdrawn by the supervisor with intimation to the Engineer-in-charge/Mine Manager or his representative.
- vii) No person shall work or be permitted to work alone in any remote part of a mine where, in any accident occurred he would not soon be discovered or assisted.
- viii) The person should wear Safety gadgets such as Helmet, Shoes, Cap lamps etc. while working belowground and applicable gadgets at the surface workings also.
- ix) The First Aid material should be readily available at the work place and every Mining Mate/ Mine Foreman shall carry a First Aid kit.

43) **Lines and grades:**

- i. It may be necessary at times to discontinue portions of the Successful Bidder's work in order that the Engineer-in-charge /Surveyor may make routine measurements or surveys in the interest of better accuracy of the results. On request of the Engineer-in-charge /Surveyor the Successful Bidder shall discontinue his work to such an extent as may be necessary for this purpose.

- ii. No payment shall be made for the cost, the Successful Bidder bears for any work or delay occasioned by the Engineer-in-charge/Surveyor's establishing or checking lines or grades or making other measurements or by the Engineer-in-charge's inspections. No extension of time will be allowed for such delays.
- iii. The Successful Bidder shall furnish all field engineering including alignment, gradients, dimension etc. for his work to the Engineer-in-charge /Surveyor whenever asked for. All lines and gradients shall be subjected to checking and approval by the Engineer-in-charge. Such checking shall not, however, relieve the Successful Bidder of his responsibility for accuracy of surveying/engineering work.
- iv. Successful Bidder shall protect and preserve all survey stations till end of the work unless the Engineer-in-charge directs their earlier removal.

44) **System of measurement:**

- i. Measurement shall be taken along the defined center line of the excavation.
- ii. On the first working day of every calendar month, the work completed during the previous month shall be measured by Engineer-in-charge / Surveyor in the presence of the Successful Bidder's representative. Similar measurement will be done when any part is completed and may become un-approachable, provided the Successful Bidder gives not less than 24 hours' notice. These measurements shall be recorded and signed by both the parties and shall be binding on both the parties. If such notice having not been given or consent not being obtained, the same shall be made accessible at the Successful Bidder's cost.
- iii. The joint measurement as mentioned above will be for quick payment of advance against the bills. The Engineer-in-charge /Surveyor will inform the Successful Bidder to do the rectification in respect of shape, size, gradient etc. If any, and the next payment of advance against the bills will be withheld till the rectification work, if any, is carried out completely by Successful Bidder to the satisfaction of Engineer-in-charge/Surveyor.

- 45) **Alignment:** It shall be Successful Bidder's responsibility to excavate all drives, cross-cuts, and other excavations to correct alignment, gradient and dimensions. However, HCL may perform check survey as per requirement and the Successful Bidder shall render all the necessary facilities to perform the task.

46) **Inspection of work:**

- i. The Engineer-in-charge/Mines Manager or his representative which includes HCL's Surveyor and his staff, will have full power and authority to inspect the work at any time wherever work is in progress either on the site or at the Successful Bidder's premises/ workshop wherever situated, premises/ workshops of any person, firm or corporation where work in connection with the Contract may be in hand or where material are being or are to be supplied and the Successful Bidder shall afford or procure for the Engineer-in-charge or his representative every facility and assistance to carry out such inspection. The Successful Bidder shall at all time during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his representative to visit the works shall have been given to the Successful Bidder, either himself be present to receive orders and instructions or have a responsible officer duly accredited in written be present for the purpose.
 - ii. No material shall be despatched from the Successful Bidder's stores before obtaining the approval in writing of the Engineer-in-charge. The Successful Bidder is to provide at all times during the progress of work and the maintenance period proper means of access with ladder, gangways, etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the work by the Engineer-in-charge.
 - iii. The Successful Bidder shall make available to the Engineer-in-charge or his representative which includes HCL's Surveyor and his staff, free of cost all necessary instrument and assistance in checking or setting out of works and in checking of any works made by the Successful Bidder for the purpose of setting out and taking measurement of work.
- 47) **Samples:** The Successful Bidder shall furnish to the Engineer-in-charge for approval when required or if required by the specifications, adequate samples of all material and finishes to be used in the work. Such samples shall be submitted before the work is commenced and in time to permit tests and examinations thereof. All material furnished and finished applied in actual work shall be fully equal to the approved samples.

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

- Design, construction, fabrication, supply, transportation to site, receipt at site including handling & storage of all mining, civil, structural, mechanical, electrical, pollution control, equipments, water supply, sewage disposal, drainage etc. including other items will be responsibility of the selected bidder. The Scope of Work shall also include bringing in and/

or procurement and/ or deployment of new equipment and/or machinery as well as replacement of existing equipment/ fixtures as required. Financing of the replacement equipment/ fixtures shall also be the responsibility of the Successful Bidder.

- Installation, commissioning, maintenance and operation of all equipment and/or machinery in the Khetri Copper Mine shall be the responsibility of the bidder notwithstanding whether deployed by the Bidder or by HCL. For all the immovable and movable equipment and/or machinery, the Successful Bidder shall arrange supply of spare parts for equipment.

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

1.3.5 Special Conditions of the Contract:

1351. The successful bidder shall ensure safe working of man & machinery and HCL/KCC shall in no way be held responsible for any damage/loss/accident etc. of any type and/or reason including blasting operations.
1352. The successful bidder will be liable for any damage caused to the HCL's equipment/property etc. due to negligence of his employees.
1353. The successful bidder shall not be entitled to any additional cost on account of shifting of equipment from one place to another place.
1354. The successful bidder shall ensure reliability/availability of all equipment and drilling equipment for working at Khetri Copper Mine during the contract period. In case of any break down of the equipment, the same should be intimated to the Engineer-in-Charge or his representative immediately and also immediate action is to be taken to rectify/replace the equipment to achieve the monthly target.
1355. The successful bidder should employ only skilled and authorized manpower for operation and maintenance of the equipment In case of new appointment of manpower, they should undergo vocational training for a period of 16 days (11 days-theoretical & 5 days-in the job), as per statute for working in mines at KCC Vocational training centre and must undergo Initial Medical Examination and PME.

For carrying out work on Sundays/holidays, the successful bidder will approach the Engineer-in-Charge or his representatives at least two days in advance and obtain permission in writing

1.3.6 Development Schedule of Khetri mine (in Metres):

Work	I year	II year	III year	IV year	V year	Total
Decline Development, Metre	210	165	465	40		880

Horizontal Mine development, metre	2183	1940	2545	3080	3120	12868
Vertical Mine development, metre	240	302	350	480	480	1852
Long hole drilling (57mm), metre	48000	48000	48000	48000	48000	240000
Stripping	4000	8450	1000	525	525	14500
Raise Equipping	45	75	65	70	30	285
Track laying and concreting	450	950				1400
Sump Excavation				500		500

Engineer in charge of the project may alter the quarterly targets keeping the annual targets unchanged.

The Quantities given are indicative estimate and may vary $\pm 5\%$ depending upon actual requirement and detailed design in future. In case development is required of different cross section than the size mentioned in this schedule of quantities, the rate will be calculated from the nearest sizes of working available in the schedule of rates.

The Mine Development schedule of quantities may be interchanged in ratio of rates so that the total value remains same.

Further any of the above items are interchangeable subject to the condition that there shall be no additional financial impact.

Open Items:

Certain activities under open items mentioned below if required to be executed by the successful bidder as per approval of Engineer in charge of HCL beyond standard BOQ as and when required at the indicated rate during the tenure of the contract period. Total value of the open items will not exceed 5% of the initial award contract value.

Sl.No.	Particular	Unit	Unit Rate (Rs.)
1	Steel fabrication and erection in underground for various purposes including support of bad ground	MT	241316.59
2	RCC (M 20) for use in concreting, pillars etc.	Cum	44253.84
3	PCC (M15) for use in concreting	Cum	33189.73
4	Wire Meshing: Procurement and installation of interwoven wire mesh /chain-link of 50mm x 3mm wire thickness with shotcrete or rock bolts excluding the cost of shotcrete and rock bolts	Sq. m	1106.02
5	Allied excavation	Cum	5818.73

6	Construction of ventilation stopings (stone masonry walls)	CUM	26240.05
7	Shotcrete 100 mm thickness with embedded wire mesh (3mm, 2 inch x 2 inch) anchored to strata.	Sq m	4893.99
8	Cable Bolting of 20 mm thickness wire	Metre	2904.77
9	Unit rate of wooden sleepers (4 inch x 4inch x 5foot) while working in bad ground condition.	no	955.14
10	Unit rate of sal wood planks (L=10 Ft, w= 10 inch and thickness= 2 inch) while working in bad ground condition	no	2273.70
11	Injection Chemicals for Ground Consolidation	MT	536753.50
EXTRA ITEM RATES			
1	Rock bolting / Side Pinning with complete material procurement and fixing.	NO	1199.17
2	Laying/ Dismantling of 60 lbs track (1 m gauge) along with salwood sleeper 200mm x 150mm x 1800mm long at every 1 m interval along the drive, fish plate joint and anchoring by Dog nails.	Metre	10898.80
3	Laying/ Dismantling of 60 lbs track crossing (1 m gauge) along with salwood sleeper 200mm x 150mm of standard crossing lengths, fish plate joint and anchoring by Dog nails.	NO	447855.94

1.4. Pre Qualification:

1.4.1.Scope of Bid/Offer: HCL wishes to select experienced and capable bidder for Mine Development of Khetri Copper Mine at Rajasthan, India over a period of 60 months (excluding 6 months of mobilization period).

1.4.2.Integrity Pact: Bidders shall execute an Integrity Pact Agreement with HCL in the format annexed as **Appendix-VA** as a pre-qualification to the submission of their bids in accordance with the tender. The duly executed Integrity Pact on non-judicial stamp paper of appropriate value (Rs. 50/-) **shall have to be submitted online along with Techno-commercial bid.**

1.4.3.**Eligibility of Bidders:** The bidder should have to fulfill the following qualification criterion:

1.4.3.1. Financial Eligibility:

- I. The average annual financial turnover of the bidder (single entity or in case of consortium, the consortium) for the last three consecutive financial years ending 31st March 2021 or as per their accounting practice should not be less than Rs 49 Crore (Rupees Forty Nine Crore) as per the audited annual accounts. Relevant documentary evidence including copies of Annual Report, containing Profit & Loss Statement and Balance Sheets for immediately preceding three (3) consecutive accounting years ending on 31.03.2021 shall be furnished together with the Bid.

The turnover shall be calculated as per the following formula:

Gross Turnover Less Excise Duty / GST/Sales Tax Less Service Tax (as applicable) OR Net Sales (as per INDAS).

In case of a Consortium, the Lead member of the consortium must have minimum 75% of the Turnover specified in Eligibility Criteria, i.e. 37 Crore (Rupees Thirty Seven Crore) or more.

- II. The Bidder (single entity or in case of consortium, each member of the consortium) shall have positive net worth as per their latest audited financial statement ending on 31.03.2021. Relevant documentary evidence including copies of Annual Report, containing Profit & Loss Statement and Balance Sheets for immediately preceding three (3) consecutive accounting years ending on 31.03.2021 shall be furnished together with the Bid. A Bidder (single entity or in case of consortium, each member of the consortium) not having positive net worth as per their latest audited financial statement is ineligible to participate in the tender. Further, the Net Worth on 31.03.2021 should not have eroded by more than 30% in the last three years, ending 31.03.2020.

“Net worth” means the aggregate value of the paid-up share capital and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

III. Corporate Debt Restructuring(CDR):

The bidder (single entity or in case of consortium, each member of the consortium) who have applied for / availed Corporate Debt Restructuring (CDR) in the last two (2) financial years ending 31.03.2021 are not eligible to participate in the bid.

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

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

However, Debt Restructuring allowed by RBI to companies affected during COVID-19 pandemic will be exempted.

- IV. Solvency certificate from any Nationalized Bank of India/ any scheduled commercial bank is mandatory. The bidder (single entity or in case of consortium, each member of the consortium) will be disqualified from participating in the tender process if the bidder fails to provide Solvency Certificate issued by any Nationalized Bank of India / any scheduled commercial bank.

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

The bidders shall enclose the following in their offer as per the forms prescribed in this tender: Certificate(s) from the statutory auditors of the bidder as per Appendix VI, specifying the turnover of the bidder as per the audited annual accounts of the consecutive preceding three financial years from the tender submission date, and also specifying that the methodology adopted for calculating such Turn over conforms to the provisions of tender.

- V. Bid Capacity Criteria: The tenderers will be qualified only if their available bid capacity is more than the approximate cost of work as per NIT. Available bid capacity will be calculated based on the following formula:

$$\text{Available Bid Capacity} = (2 * A * N) - B$$

A = maximum value of works executed in any one year during last five financial years.

N = Number of years prescribed for completion of the subject contract.

B = Value of existing commitments and ongoing works calculated from last date of month previous to one in which NIT has been published to be completed in the next 'N' years.

Note:

- a) Financial data for latest five financial years has to be submitted by the bidders duly certified by Chartered Accountant / Company Auditor / Statutory Auditor with his stamp and signature in with membership number and firm registration number. All the documents or certifications which are provide by CA must contain UDIN thereon and the particulars or certifications must be same as mentioned on document / certifications and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>.
- b) Value of existing commitments for ongoing works has to be submitted by the bidders. These data shall be certified by Chartered Accountant / Company Auditor / Statutory Auditor with his stamp and signature in with membership number and firm registration number. All the documents or certifications which are provide by CA must contain UDIN thereon and the particulars or certifications must be same as mentioned on document / certifications and submitted to ICAI on its website which can be verified online on

<https://udin.icaai.org/search-udin>.

1.4.3.2 Technical Eligibility:

The prospective bidder who wishes to participate in the bid should fulfil the following:

Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which application are invited as mentioned below:

Three similar completed works costing not less than Rs 65.10 crore each.

Or

Two similar completed works costing not less than Rs 81.37 crore each.

Or

One similar completed work costing not less than Rs 130.19 crore.

Similar Works shall mean

The works of Mine Development/ Ore Production/ Loading & Hauling of rock/ Combination of said works by using any or combination of equipment namely LHD, LPDT, Drill Jumbo, Rock Bolter & Raise Borer in Mechanized Underground Metalliferous Mine or track mining in underground metalliferous mine.

OR

The works of Blast Hole Drilling (minimum 115 mm in diameter) /Excavation/Loading & Hauling of rock / Combination of said works by using any or combination of equipment namely Blast Hole Drill, Excavator & Dumpers in Mechanized Open Cast/ Open Pit Metalliferous Mine.

The prospective bidders who fall under mechanized open cast/open pit metalliferous mine category should have tie up with an Expert Agency having experience in underground metal mine Planning & Production, Mine Development Scheduling activity of minimum one such mine of capacity minimum 01 million tonne per annum during last 7 years ending last day of month previous to the one in which application are invited. The bidder(s) should submit document in support of the above in the form of Purchase Order / Work Order / confirmation from the employer.

The successful bidder who will fall under opencast /open pit metalliferous mine category shall ensure that the Expert Agency should engage a team comprising of executives from Mining, Mechanical, Electrical Engineering discipline for monitoring mining activities in mechanized underground metalliferous mine till completion of the proposed contract on regular basis at site under intimation to Site Engineers of HCL. An undertaking for the above shall be submitted before finalization of the Contract.

OR

The works of extraction of coal by using Continuous Miner/ Similar Equipment with Continuous Cutting Technology in Mechanized Underground Coal Mine.

In all the cases, certified copy of proof of “Similar Works” from Employer shall be enclosed by bidders.

Note : Already deployed /permitted to be deployed equipment in running contracts of underground mine of Khetri Copper Mine by the prospective bidders would not be allowed for the proposed contract concurrently.

1.5. The bidders shall enclose the following in their offer as per the forms prescribed in this tender:

- a. Certificate(s) from the statutory auditors of the bidder as per Appendix VI, specifying the turnover of the bidder as per the audited annual accounts of the
- b. consecutive preceding three financial years from the tender submission date, and also specifying that the methodology adopted for calculating such Turn over conforms to the provisions of tender.
- c. Certificate(s) from Company or client of the bidder ,based on the client certificate and as per Appendix VII to be submitted ,to showcase relevant experience in the specified period, to fulfill the technical eligibility.
- d. The bidders should submit a Power of Attorney in non-judicial stamp paper, strictly as per Appendix IV, duly notarized, authorizing the signatory of this tender to commit the bidder.
- e. The following conditions shall be adhered to while submitting the tender:
 - i. In responding to the tender submissions, bidders should submit the required documentary evidence demonstrating their capabilities in accordance with the

relevant applicable clauses of the tender.

- ii. If justified non-performance letter has been issued by the Units of HCL against any contractor, the bid submitted by the said bidder, individually, may likely to be considered at sole discretion of HCL.

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

No Foreign Listed Company will be allowed to bid as an individual except as mentioned below.

1.5.2. Eligibility of Foreign Bidders:

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of Goods, Service including (consultancy services & non consultancy) or works including (Trunk Projects) only if the bidder is registered with the competent authority from Government of India.

“Bidder from a country which shares a land border with India” means an entity or subsidiary of an entity or entity substantially controlled through entity incorporated, established or registered in such a country or the entity whose beneficial owner situated in such a country or an Indian (or other) agent of such entity or a natural person who is a citizen of such a country or a consortium or Joint venture where any member of the consortium or Joint Venture falls under any of the above.

The successful bidder shall not be allowed to sub-contract, works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent authority from Government of India.

Bidder has to certify that “ I have read the above clause regarding restriction on procurement of material and services from a bidder of a country with shares land border with India. I hereby certify that this bidder is not from a such country and eligible is to be considered.

However, With reference to Rule No: 144(xi) of General Financial Rules (GFRs),2017 and Office Memorandum (F.No: 6/18/2019-PPD) of Ministry of Finance, dtd: 23.07.2020 eligibility of foreign bidder is amended as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no

procurement shall be made in violation of such restrictions.

- 1.5.3.** Any entity (consortium or individual members of consortium in case of consortium) which has been barred by HCL and the bar subsists as on the date of the tender by HCL, would not be eligible to submit an offer. **The bidder should submit an Affidavit declaring that no such bar has been implied by HCL.**
- 1.5.4.** A bidder (individual or consortium or individual members of consortium in case of consortium), in the last 3 (three) years, should have neither failed to perform on any contract related to HCL (as individual or consortium or individual members of consortium in case of consortium), as evidenced by a judicial pronouncement or arbitration award against the bidder by an arbitral or judicial authority, or forfeiture of Security Deposit / EMD of the bidder by HCL. **The bidder should submit an Affidavit declaring that no arbitration case is filed by them or against them by HCL in this respect.**
- 1.5.5. Bidder must quote their rates mandatorily against all the items in Price Schedule enclosed with this tender.**

1.5.6. Additional Requirements for a Consortium

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

- 1.5.7.2 Number of members in a Consortium will be as per requirement of the Bidder;
- 1.5.7.2 Subject to provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium;
- 1.5.7.2 Members of Consortium shall nominate the member who satisfies financial eligibility criteria as prescribed in the NIT, as the lead member (the **“Lead Member”**) of the Consortium, who shall hold minimum 75% of the specified Turnover as specified in Clause 1.5.3.1 above and as per Article 1 of Definitions and Interpretations of Section II. The nomination(s) shall be supported by a Power of Attorney, as per Appendix IV B, duly signed by members of the Consortium.
- 1.5.7.2 The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to their financial and technical obligations;
- 1.5.7.2 An individual Bidder cannot at the same time be a member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be a member of any other Applicant Consortium applying for pre-qualification;

- 1.5.7.2 Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the format specified at Appendix IV B (the “**Joint Bidding Agreement**” or “**JBA**”), for the purpose of submitting the Bid and execute the Project in case they have been selected as the successful Bidder. The JBA, to be submitted along with the Part-I Bid, shall, *inter alia*: The member of the consortium either fill Appendix IV A and IV B or modified Joint Bidding Agreement Appendix IV C.
- 1.5.7.2 convey the intent to enter into the Agreement and subsequently perform all the obligations of the selected Bidder in terms of the Mine Development Agreement, in case the Project is awarded to the Consortium;
- 1.5.7.2 clearly outline the proposed roles and responsibilities, if any, of each member;
- 1.5.7.2 include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the selected Bidder in relation to the Project in accordance with the Mine Development, production and operations Agreement;
- 1.5.7.2 commit that its Members would fulfil the eligibility conditions as laid down in Clause 1.5.3;and
- 1.5.7.2 Except as provided under this NIT and the Bidding Documents, there shall not be any amendment to the JBA.
- 1.5.7.2 The permissible amendments to the JBA under the NIT and bidding documents shall be only with prior written consent of HCL.

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

- 1.5.7.2 The Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms is insufficient. Alternatively, Bidders may format the prescribed forms making due provisions for incorporation of the requested information;
- 1.5.7.2 In case the Bidder is a Consortium, each member should substantially satisfy the pre-qualification requirements to the extent specified herein.
- 1.5.8 **Change in composition of the Consortium:** Before any change in the composition of a Consortium after opening of Part-I bid and during any of its evaluation stage or during contract period has to be informed to HCL.

1.6 Number of Tender/Offer and cost thereof

The bidders shall be responsible for all the costs associated with the preparation of

their tenders and their participation in the bidding process. HCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

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

MICRO & SMALL ENTERPRISES (MSE):

MSE bidders/ firms having valid registration certificates are exempted from submission of Cost of tender Document on submission of documentary evidence that the bidder is a Micro or Small Enterprises registered with MSME or NSIC or District Industries Centers or Khadi and Village Industries Commission or Khadi and village Industries Board or Udyog Aadhar Memorandum or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

MSEs would be treated as owned by SC/ST entrepreneurs:

- a. In case of proprietary MSE, proprietor(s) shall be SC/ST
- b. In case of partnership MSE, the SC/ST partners shall be holding at least 51% (Fifty-one per cent) shares in the unit
- c. In case of Private Limited Companies, at least 51% (Fifty-one per cent) share shall be held by SC/ST promoters.

1.11 Brief description of Bidding Process

- 1.11.1 HCL has adopted a two-part process (collectively referred to as the "Bidding Process") for the selection of the bidder for award of the work. The first part of the bid (the

“Technical and Commercial Qualification Stage”) of the process involves the qualification of interested parties in accordance with the provisions of the pre-qualification criteria and the second part of the bid is the price bid. Both parts of the bids have to be submitted on/before the date of tender submission.

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

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

The bidder is required to deposit, along with its bid, a bid security as per Clause 2.15. The bid shall be summarily rejected if it is not accompanied by the Bid Security.

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

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

1.12 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 or the Bid submission / Bid Opening date is auto-extended as per Clause 2.5 of NIT, the same will be conveyed through CPP portal ‘<https://etenders.gov.in>’ of NIC. Hence, bidders are requested to periodically visit the same for any notification.

Sl. no	Event Description	Dates
1.	Issuance of tender	06.05.2022
2.	Issue of amendments (if any)	To be published in HCL website / cpp portal
3.	Date of Pre-bid meeting	16.05.2022 3:00PM
4.	Starting date of Bid Submission	21.05.2022 10:00AM
5.	Closing date of bid submission	06.06.2022 3:00PM
6.	Opening of Part-I bid	07.06.2022 3:30PM
7.	Opening of Price Bid	To be intimated to the qualified bidders
8.	Issue of LOI/WO	To the successful bidder

2. INSTRUCTIONS TO BIDDERS

a. GENERAL

2.1 Site visit and verification of information:

2.1.1 Bidders must visit the work site and ascertain for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them before submission of bid.

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

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

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

2.1.3.1 Made a complete and careful examination of the bidding documents;

2.1.3.2 Received all relevant information requested from HCL;

2.1.3.3 Satisfied itself about all matters, things and information

2.1.3.4 Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters shall

not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. by the bidders from HCL, or a ground for termination of the Contract;

2.1.3.5 Acknowledged that it does not have a Conflict of Interest; and

2.1.3.6 Agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.2 Verification and Disqualification

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

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

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

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

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

selected bidder as per the Contract, as the case may be, as damages, without prejudice to any other right or remedy that may be available to HCL under the bidding documents and/or the Contract, or otherwise.

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

2.3 Clarifications

2.3.1 HCL shall endeavor to respond to the questions raised or clarifications sought by the bidders. However, HCL reserves the right not to respond to any question or provide any clarification and nothing in this clause shall be taken or read as compelling or requiring HCL to respond to any question or to provide any clarification.

2.3.2 HCL may, if deemed necessary by HCL, issue interpretations and clarifications to all bidders. All clarifications and interpretations issued by HCL shall be deemed to be part of the bidding documents. Verbal clarifications and information given by HCL or its employees or representatives shall not in any way or manner be binding on HCL.

2.3.3 However, queries or requests for clarifications shall be accepted from bidders by HCL only up to 10 days prior to Bid submission due date.

2.4 Amendment of Tender

2.4.1 Before bid due date, HCL may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the tender by the issuance of Addendum/Corrigendum.

2.4.2 Any addendum thus issued will be intimated to the bidders by uploading on HCL website / CPP portal '<https://etenders.gov.in>' of NIC only.

2.4.3 In order to afford the bidders a reasonable time for taking an addendum into account, or for any other reason, HCL may, extend the bid due date.

2.5 PREPARATION AND SUBMISSION OF BIDS

The following may please be noted by the bidders:

- 1) Bidders already having DSC or already registered in CPP for e procurement for tendering in any other organization, can use the same for HCL.
- 2) **No Techno-Commercial document is to be submitted offline.** Shortfall documents, if any, may be taken from bidders over e mail before opening of Price bids.
- 3) EMD to be submitted in RTGS/NEFT form only. No DD to be submitted as EMD. In case of EMD BG, the same is to be submitted in hard copy.
- 4) Bidder has to check Corrigendum uploaded against the tender from time to time on CPP

portal and resubmit their bids in case of any change in their offer due to the corrigendum, before the final bid submission date/time.

- 5) For bidders registration or Bid submission Procedure is also available “Bidder Manual Kit” in <https://etenders.gov.in/eprocure/app>

A. Registration procedure:

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

B. Bid Submission Procedure:

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

1. Please visit the Link <https://etenders.gov.in/eprocure/app>
2. Enter your login ID & Captcha
3. Enter password & Captcha
4. Click to DSC Login & enter PIN.
5. Click at,, Search Active Tenders.
6. Enter Tender ID & other search criteria & then Click “Search” to search the Tender.
7. Upon finding the desired Tender, click the check box to mark the Tender as “favorite”.
8. Click on “My Tenders” on left hand side menu panel to find out the favorite Tender list.
9. View the desired Tender by clicking logo under “View” column. Tender details

will appear.

10. Scroll down the page containing Tender details.
11. Download the NIT & Bid-of-Quotation (BOQ) from „Tender Documents“ section.
12. Click “Proceed for Bid Submission” to proceed ahead.
13. Tick “I Agree” & “Next” to proceed further.
14. Update personal details & click “Next” to proceed ahead.
15. Select EMD Exemption status (Yes OR No) & proceed ahead by clicking ‘Next’.
16. If No, Click ‘Pay Offline’.
17. Click ‘Confirm to Pay’.
18. Enter EMD details in ‘Specify Instruments for EMD Offline Payment’ & save. Click ‘Next’.
19. Click “Submit OID” then click “Submit Other Important Documents”.
20. Click “Encrypt & Upload” to upload cover documents.
21. Click folder logo in “Fee/PreQual/Technical” box to upload technical cover documents.
22. As new window opens, click “Browse” to select & attach the documents.
23. After selecting the documents, sign & upload them digitally by clicking “Sign &Upload”.
24. Click “Ok” in the message pop-up box to proceed ahead.
25. As window again goes back, click folder logo in “Finance” box to upload Financial docs.
26. As new window opens, click “Browse” to select & attach the documents (Bid-of-Quotation/BOQ)
27. After selecting the documents, sign & upload them digitally by clicking “Sign &Upload”.
28. Click “Ok” in the message pop-up box to proceed ahead.
29. Click “Next” in Bid Submission -> Packet Details window to proceed ahead.
30. View Bid details and scroll down to check the same.
31. If all correct, click “Freeze Bid” to lock/freeze your offer.
32. Click “Print Acknowledgement” & “Print Bid Details” to print the same & keep it for record.

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

GePNIC Contact Person:

Important 1: For Registration related issues, all tenderers are requested to contact: Mr. S K Imran, Mobile Number: 91 8777791736 or Support e-mail : support-eproc@nic.in

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

Important 3: The following auto-extension criteria shall be governed in NIC portal:

Iteration No.	Bid Opening Date	If total numbers of Bids received is 02 or less
1	On Bid Submission End Date	Due date extended by 03 days
2	On First Extended Due Date	Due date extended by another 05 days
3	On Second Extended Due Date	Tender will be opened

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

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

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

2.6 Techno Commercial Bid (Part-I)

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

- a. Part-I of the bid, shall consist of:
 - i. Covering letter in the format specified under the schedule as **Appendix-I**
 - ii. Details of the bidder in the format prescribed at **Appendix-II**
 - iii. The Bid Security in the format prescribed at **Appendix-III**
 - iv. Power of Attorney for signing of bid in the prescribed format (**Appendix-**

IVA).

- v. Joint Bidding Agreement in the prescribed format (**Appendix- IVB**).
 - vi. Modified Joint Bidding Agreement in the prescribed format (**Appendix- IVC**)
 - vii. Integrity Pact Agreement (**Appendix–V&VA**)
 - viii. Proof of eligibility criteria in the format prescribed at **Appendix-VI**
 - ix. Minimum no of details of equipment including make and year of make in the format prescribed at **Appendix-VII**
 - x. Statement of Legal Capacity of the bidder in the format prescribed at Appendix-VIII A
 - xi. Proposed Site Organization in the format prescribed at **Appendix-VIIIB**
 - xii. Organization Structure to deploy for running the mines in the initial period of the Contract as well as for enhanced target under scope of work.
 - xiii. Certificate of Site visit in the format prescribed at **Appendix-VIIIC**
 - xiv. A copy of the tender document with each page initialed by the person signing the bid in pursuance of the power of attorney.
- b. Bidders in Consortium will have the Option to submit either of the following along with their Techno-Commercial Bid
- i. Both the Power of Attorney of the Lead Member in Appendix – IV A along with Joint Bidding Agreement in Appendix – IV B
- or
- ii. Only the Joint Bidding Agreement – 2 in Appendix – IV C
- c. Submission of Part I (Techno-Commercial Bid) and Part II (Price Bid consisting of the quotation of prices) shall only be done in the e tendering Portal and no packet consisting hard copy of the Price Bid shall be sent to HCL office.

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

“ Tender No: HCL/M&C/CO/KCC/DEV/2022 Dated 06.05.2022

for Mine Development of Khetri Copper Mine, Rajasthan, India”

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

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

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

2.7 Bid Due Date

- 2.7.1 Due date of submission of Bid Documents shall be at the address mentioned above and in the manner and form as detailed in this TENDER.
- 2.8 HCL may, in its sole discretion, extend the bid due date by issuing an addendum/corrigendum.

2.9 Modifications/Substitution/Withdrawal of Bids

- 2.9.1 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 this bid.
- 2.9.2 No bid shall be modified, substituted or withdrawn by the bidder on its submission on the bid due date.
- 2.9.3 Withdrawal of a bid during the interval between the deadline for submission of bids and expiration of the period of bid validity specified in the bid shall result in the forfeiture of Bid Security.

2.10 Rejection of Bids

- 2.10.1 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. In the event that HCL rejects all the bids or annuls the bidding process, it may, in its discretion invite all eligible bidders to submit fresh bids hereunder.
- 2.10.2 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.
- 2.11 **Confidentiality:** Information relating to the examination, clarification, recommendation and evaluation of the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising HCL in relation to or matters arising out of, or concerning the bidding process. HCL will treat all information, submitted as part of the bid, in confidence and will require all those who have access to such material to treat the same in confidence. HCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or HCL or as may be required by law or in connection

with any legal process.

2.12 **Correspondence with the Bidder:** Save and except as provided in this tender, HCL shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.13 **CANCELLATION/TERMINATION:** Hindustan Copper Limited reserves the right to cancel/terminate in full or part of the ordered quantity during the currency of the contract without assigning any reasons.

2.14 Bid Security

2.14.1 The Bidder shall have to furnish Rs 50.0 lakh (Rs. Fifty Lakh) only as part of its bid, a Bid Security in the form of RTGS / NEFT or a Bank Guarantee issued by any scheduled commercial bank excluding Co-operative Bank, drawn in favour of Hindustan Copper Limited and payable at Kolkata, in the format at Appendix III (in case of “Bank Guarantee”) and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period 60 (sixty) days, and which may be extended for a maximum period of another 30 (thirty) days, if required by HCL. In case of transfer by NEFT/RTGS, copy of the RTGS slip / UTR no along with date to be enclosed. The Bank account details are as mentioned below:

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

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

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

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

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

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

2.14.6 The following are exempted from submission of Bid Security:

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

2.14.7 Refund of Bid Security

The EMD provided by the Bidders along with the Bids should be returned to the unsuccessful Bidders within 30 days from the date of opening of price Bid / placement of purchase order / signing of the job contract, whichever is earlier. In case of selected Bidder, Bid security will be retained till Performance Security as per Contract is submitted, subject to extension of the validity as per the requirement. In the event of the Bid of any party is rejected during the course of Techno-Commercial scrutiny and evaluation, the EMD should be returned to such Bidder immediately within seven days from the date of rejection of their offer.

2.15 BID PRICES

In the price bid, the bidder shall include all elements of cost strictly as per the scope of work specified in technical specification. The price shall be item wise in accordance with and as stated in the specification. The bidder will be responsible for complete execution of the job as specified in the scope of work. The rate quoted should be valid for 180 days from the date of opening of techno commercial part of bid.

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

The Contract Price is in accordance with commercial terms & conditions, stipulations, specifications, requirements and other conditions of the Contract for the estimated

quantities of work and firm unit rates as given in Schedule of items.

Total Quoted Price of bidder shall include basic price, freight, Insurance etc., all taxes & duties but excluding GST as per price bid format as on base date.

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

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

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

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

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

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

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

due course of time.

- 3.1.2 To facilitate evaluation of bids, HCL may, in its sole discretion, seek clarifications in writing from any / all Bidder(s) regarding its Bid.
- 3.1.3 If justified non-performance letter has been issued by the Units of HCL against any bidder, the bid submitted by the said bidder, may likely to be considered at sole discretion of HCL.

3.2 Selection of Bidder

- 3.2.1 *The L1 bidder shall be decided based on overall lowest Contract Price (excluding GST), evaluated on the basis of Grand Total value of combined work as per scope of work amongst the bidders whose offers are found to be techno-commercially acceptable.*

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

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

- 3.2.2 After selection, a Letter of Intent (the “**LoI**”) shall be issued, in duplicate, by HCL to the selected bidder and the selected bidder shall, within 7 (seven) days of the receipt of the LoI, sign and return the duplicate copy of the LoI in acknowledgement thereof. In the event the duplicate copy of the LoI duly signed by the selected bidder is not received within the stipulated time, HCL may, unless it consents to extension of time for submission thereof, invoke/appropriate the Bid Security of such bidder as damages on account of failure of the selected bidder to acknowledge the LoI. No correspondence will be entertained by HCL from the unsuccessful bidders.
- 3.2.3 After acknowledgement of the LoI as aforesaid by the selected bidder, it shall cause the selected bidder to execute the Contract within the period of ten (10) days. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract.

- 3.2.4 Upon “Letter of Intent” being signed and returned by the successful Bidder, HCL will discharge/return the bid security to other unsuccessful bidders.
- 3.2.5 The selected bidder shall, for the due and proper performance and fulfillment of its obligations during the contract period of the Work, provide an irrevocable and unconditional bank guarantee from any scheduled commercial bank in India, in favour of HCL, for a sum equivalent to 3% of the total Contract Price in the form set-forth in the Contract (the “**Performance Security Deposit**”). Performance Security Deposit in any other format is not acceptable. Payment shall not be released if PSD has not been deposited in totality. The Performance Security Deposit shall remain valid initially for a period of 12 months from the Appointed date and will be renewed subsequently as per Article 6 of NIT. The selected bidder shall further extend the validity of its Performance Security Deposit, if so required by HCL.

The said Performance Security Deposit shall be provided by the selected bidder within **30 (thirty) days** of the date of issue of LoI. In the event, the selected bidder fails to provide the said Performance Security within the time period stipulated herein, HCL may forfeit the Bid Security submitted by the selected bidder along with their bid.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOI or the Contract, HCL shall reject a Bid, withdraw the LOI, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder or Selected Bidder, as the case may be, if it determines that the Bidder or Selected Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, HCL shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to HCL under the Bidding Documents and/or the Contract, or otherwise.
- 4.2 Without prejudice to the rights of HCL under clause 4.1 hereinabove and the rights and remedies which HCL may have under the LOI or the Contract, if a Bidder or Selected Bidder, as the case may be, is found by HCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Contract, such Bidder or Selected Bidder shall not be eligible to participate in any tender or request for

proposal issued by HCL during a period of 2 (two) years from the date such Bidder or Selected Bidder, as the case may be, is found by HCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of HCL who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOI or has dealt with matters concerning the Contract, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of HCL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Contract, who at any time has been or is a legal, financial or technical adviser of HCL in relation to any matter concerning the Project;
- b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by HCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 PRE-BID CONFERENCE

- a. Pre-Bid conference with the Bidders shall be convened through CISCO Webex. No physical presence is required.
- b. 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.
- c. Bidders interested to join the Pre-Bid Conference through CISCO Webex, should send their e-mail id to sunil_p@hindustancopper.com. Meeting id and password will be mailed to the interested bidder(s) on the day prior to the date of scheduled Pre-Bid Conference
- d. The Bidders are requested to submit any question/query by email to reach HCL as per 1.13 Schedule of Bidding Process. Bidders desirous of obtaining clarifications on clauses of the tender enquiry (Technical as well as Commercial) are requested to send their questions/queries for clarifications at least 5 days prior to date of pre-bid conference and also ensure their participation in the per bid conference. The purpose of the pre-bid conference will be to clarify the issues raised by the bidders. However, HCL shall not be obliged to respond any queries which it receives after above deadline. Any modifications of the tender document which may become necessary as a result of Pre-bid conference shall be made exclusively through the issue of Addendum/Corrigendum, if any, and will be uploaded on websites of www.hindustancopper.com / CPP portal '<https://etenders.gov.in>' of NIC and it shall become part of the bidding documents. However, in case any query remains un-replied, it shall be construed that in respect of those queries, the respective stipulation of the tender document shall continue to apply and/or no new stipulations made w.r.t. those queries.
- e. Non-attendance at the pre-bid conference will not be a cause for disqualification of a Bidder.

6 MISCELLANEOUS

6.1 The Bidding Process shall be governed by and construed in accordance with the laws of India and the courts at Kolkata, West Bengal shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2 HCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

- b) consult with any Bidder in order to receive clarification or further information;
- c) retain any information and/ or evidence submitted to HCL by, on behalf of, and/ or in relation to any Bidder; and/ or
- d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

APPENDIX - I

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

Date:

General Manager (Commercial)

Hindustan Copper Limited

1, Ashutosh

Chowdhury Avenue

Kolkata – 700019

Sub: Bid for Development of Khetri Copper Mine, Rajasthan, India

Dear Sir,

With reference to your tender no. dated **xx.xx.2022**, I/We, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Work in prescribed format. The Bid is unconditional and unqualified.

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

agreement entered into with HCL or any other public sector enterprise or any government, Central or State; and I/ We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

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

us by HCL or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of the Contract.

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

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

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)

Name and seal of Bidder

APPENDIX - II
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 & Profit & Loss
- 1.7 HCL's Website Vendor Registration Code

2. IN CASE OF PARTNERSHIP:

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

3. IN CASE OF LIMITED COMPANY:

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

(Signature, name and designation of the Authorized
Signatory)

Place:

Date: Name and Seal of the Bidder

APPENDIX – III

Bank Guarantee for Bid Security

(To be placed in Part I of the Bid)

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

1. We _____ (indicate the name of the bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from HCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by HCL by reason of breach by the said Bidder of any of the terms or conditions contained in the Bidding Documents or by reason of the Bidder’s failure to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs **50.0 Lakh (Rupees Fifty Lakh only)**. The Bank shall be liable to pay the said amount or any part thereof only if HCL serves a written claim on the Bank, on or before _____ (indicate date falling 180 days after the Bid Due Date).
2. We, the Bank, further agree that HCL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of HCL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between HCL and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority. Further, we undertake to pay to HCL any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any court or tribunal/relating thereto, our liability under this present being absolute and unequivocal.

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

3. We, _____ (indicate the name of the bank) further agree that the guarantee

herein contained shall be irrevocable and remain in full force and effect for a period of 180 (One Hundred and Eighty) days from the Bid Due Date inclusive of a claim period of 60 (Sixty) days or as extended for a maximum period of another 30 (Thirty) days as required by HCL and shall continue to be enforceable till all the dues of HCL under or by virtue of the said Bidding Documents have been fully paid and its claims satisfied or discharged or the _____ (office/Department) certifies that the terms and conditions of the said Bidding Documents have been fully and properly carried out by the said Bidder and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

4. We, _____ further agree with HCL that HCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said Bidding Documents or to extend the validity period of this guarantee or to postpone for any time or from time to time any of the powers exercisable by HCL against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said Bidding Documents and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance, act or commission on the part of HCL or any indulgence by HCL to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This guarantee will not be discharged due to the change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. It shall not be necessary for HCL to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which HCL may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
7. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of HCL in writing.

Dated the _____ Day of _____

For _____
(Indicate the name of bank)

APPENDIX – IV A

Power of Attorney for Lead Member of Consortium (To be placed in Part I of the Bid)

Whereas, Hindustan Copper Limited (“HCL”) has invited Bids from bidders for Development of Khetri Copper Mine, Dist. Jhunjhunu, Rajasthan, India.

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

IN WITNESS WHERE OF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____ 2020.

For _____ (Name & Title) For... _____ (Name & Title) Witnesses:

- 1.
- 2.

(Executants)

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

Notes:

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

APPENDIX – IV B
Joint Bidding Agreement
(To be placed in Part-I of the Bid)

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

This Joint Bidding Agreement (the “AGREEMENT”) made at on this day of 2022

AMONGST

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

AND

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

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

Hindustan Copper Limited (HCL), invites applications by its NIT for short-listing of bidders for 15,600 Meters Mine Development along with Stripping, Long Hole (57 Mm) Drilling, Drop Raising, Equipping, Track Laying and Concreting at Khetri Copper Mine, Rajasthan, India, (hereinafter referred to as the “work”)

The Parties are interested in jointly bidding for the work as members of a Consortium and in accordance with the terms and conditions of the NIT *mentioning a brief description of the roles and responsibilities of individual members, particularly with reference to their financial and technical obligations clearly mentioning the percentage of share of individual consortium partners in the agreement*, and

It is necessary condition under the NIT that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

Definitions and Interpretations

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

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purpose of jointly participating in the Bidding Process for the Project *mentioning a brief description of the roles and responsibilities of individual members, particularly with reference to their financial and technical obligations clearly mentioning the percentage of share of individual consortium partners in the agreement*

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other Consortium constituted for this Project, either directly or indirectly or through any of their Constituents.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and

awarded the Work, it shall enter into an Agreement with HCL and for performing all its obligations as the developer in terms of the Agreement for the work.

4. Roles of the Parties

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

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

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the work and in accordance with the terms of the NIT and the Agreement ***but will be liable for damages in proportion of the respective Contract Price only.***

6. Representation of the Parties

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

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium member is annexed to this Agreement, and will not, to the best of this knowledge
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - iv. create or impose any liens, mortgages, pledges, claims, security, interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or businesses of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
 - v. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
 - vi. there is no litigation pending, or to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under

this Agreement

7. Termination

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

8. Miscellaneous

a) This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of HCL.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of Lead Member by:

Signature:

Name & Designation: Address:

For and on behalf of Second Part by:

Signature:

Name & Designation: Address:

Note:

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

APPENDIX – IV C
Joint Bidding Agreement - 2
(To be placed in Part-I of the Bid)

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

This Joint Bidding Agreement (the “AGREEMENT”) made at on this day of 2022

AMONGST

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

AND

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

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

WHEREAS:

Hindustan Copper Limited (HCL), invites applications by its NIT for short-listing of bidders for 15,600 Meters Mine Development along with Stripping, Long Hole (57 Mm) Drilling, Drop Raising, Equipping, Track Laying and Concreting at Khetri Copper Mine, Rajasthan, India, (hereinafter referred to as the “work”)

The Parties are interested in jointly bidding for the work as members of a Consortium and in accordance with the terms and conditions of the NIT mentioning a brief description of the roles and responsibilities of individual members, particularly with reference to their financial and technical obligations clearly mentioning the percentage of share of individual consortium partners in the agreement,

and

It is necessary condition under the NIT that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

Definitions and Interpretations

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

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purpose of

jointly participating in the Bidding Process for the Project mentioning a brief description of the roles and responsibilities of individual members, particularly with reference to their financial and technical obligations clearly mentioning the percentage of share of individual consortium partners in the agreement

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other Consortium constituted for this Project, either directly or indirectly or through any of their Constituents.

3. Covenants

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

4. Roles of the Parties

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

- a. Party of the First Part shall be the Lead member of the Consortium. The role of First Part shall (in the event that it is a technical member) be_____, or (in the event that it is a financial member) be
- b. Party of the Second Part shall be the Financial / Technical Member {delete as appropriate, based on who is being nominated as the Lead Member} and the role of Second Part shall be_____ .

5. Joint and Several Liability

- a) The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the work and in accordance with the terms of the NIT and the Agreement but will be liable for damages in proportion of the respective Contract Price only.
- b) Leader of the consortium shall be overall responsible for the execution of the Contract. The Leader and other Members of the Consortium shall be jointly and severally responsible for the execution of the Contract but will be liable for damages in proportion of the respective Contract Price only.*
- c) However, the Leader of this Consortium shall be solely responsible for overall coordination of the scope of work of the PARTIES and of overall execution of the CONTRACT. However, each PARTY shall remain responsible towards the other PARTY for its respective scope of work for its actions and deficiencies*
- d) The PARTIES undertake to co-operate with each other according to the principles of good faith and to refrain from acting in any way that may contravene the aims and objectives of this AGREEMENT and to make every reasonable effort in order to prevent or minimize any possible disadvantages for the other PARTY. The cooperation of the PARTIES under the AGREEMENT is on mutual exclusive basis.*

Therefore, no PARTY shall in any way - whether directly or indirectly - cooperate with any new person, company or firm (whether it is a competitor of the PARTIES or not) for the subject

matter of this AGREEMENT

6. Representation of the Parties

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

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium member is annexed to this Agreement, and will not, to the best of this knowledge
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - iv. create or impose any liens, mortgages, pledges, claims, security, interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or businesses of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
 - v. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
 - vi. there is no litigation pending, or to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement

7. Termination

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

8. Miscellaneous

a) This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of HCL.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of Lead Member by:

Signature:

Name & Designation: Address:

For and on behalf of Second Part by:

Signature:

Name & Designation: Address:

Note:

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

APPENDIX – V
INTEGRITY PACT
(To be placed in Part I of the Bid)

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

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

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

APPENDIX - VA
INTEGRITY PACT
AGREEMENT

Between Hindustan Copper Limited (HCL) hereinafter referred to as “the Principal” and
..... hereinafter referred to as “The Bidder”

Preamble

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

In order to achieve these goals, the Principal has appointed Sri Debal Kumar Gayen (gayen.dk@gmail.com) and Sri Debashis Bandyopadhyay (debashis9999@gmail.com) as Independent External Monitors (IEMs), who will monitor the tender Process and the execution of the Contract for compliance with the principles mentioned above.

Section I – Commitments of the Principal

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

Section 2 – Commitments of the Bidder(s)

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

Bidding Process and during the Contract execution.

The Bidder(s) will not, directly or through any other person or company, offer, promise or give to any of the Principal's employees involved in the Bidding Process or the execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Bidding Process or during the execution of the Contract.

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

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

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

Section 4 – Compensation for damages

- a. If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Bidder, penalties of the Contract Price or the amount equivalent to Performance Security.

Section 5 – Previous transgression

- a. The Bidder declares that no previous transgressions occurred in the last 3

(three) years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the Bidding Process.

- b. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Bidding Process or action can be taken against them as per the procedure mentioned in “Guidelines on Banning of Business Dealings”.

Section 6 - Equal treatment of all Bidders

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

Section 7 – Criminal charges against violating Bidder(s)

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

Section 8 - Independent External Monitor/Monitors

- a. The Principal has appointed competent and credible Independent External Monitor (“IEM”) for this Integrity Pact Agreement. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- b. The IEM is not subject to instructions by the parties/ their representatives and performs its functions neutrally and independently. It reports to the Chairman-cum-Managing Director of HCL.
- c. The Bidder(s) accepts that the IEM has the right of access without restriction to all Work documentation of the Principal .The Bidder will also grant the IEM, upon its request and demonstration of a valid interest, unrestricted and unconditional access to his Work documentation. The same is applicable to Subcontractors. The IEM is under a contractual obligation to treat the information and documents of the Bidder(s) with confidentiality.
- d. The Principal will provide to the IEM sufficient information about all meetings among the parties related to the Work provided that such meetings could have an

impact on the contractual relations between the Principal and the Bidders. The parties offer to the IEM the option to participate in such meetings.

- e. As soon as the IEM notices, or believes, that there is a violation of this Integrity Pact Agreement, it will so inform the management of the Principal and request the management to discontinue or take corrective action, or to take other relevant action. The IEM can, in this regard, submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- f. The IEM will submit a written report to the Chairman-cum-Managing Director of HCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- g. The IEM shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors of HCL.
- h. If the IEM has reported to the Chairman-cum-Managing Director of HCL, a substantiated suspicion of an offence under relevant Indian Penal Code/PCAct, and the Chairman-cum-Managing Director of HCL has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

- a. This agreement is subject to Indian laws. Place of performance and jurisdiction is the registered office of the Principal, i.e. Kolkata.
- b. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- c. Should one or several provisions of this agreement turn out to be invalid, the

remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement as to their original intentions.

(For & On behalf of the Principal)

(For & On behalf of the Bidder)

(Office Seal)

(Office Seal)

Witness1: _____ (Name & Address) _____

Witness2:

(Name & Address)

GUIDELINES ON BANNING OF BUSINESS DEALINGS

CONTENTS

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1. Introduction

1.1 Hindustan Copper Limited (HCL), being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. HCL has also to safeguard its commercial interests. HCL deals with *Agencies*, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of HCL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on HCL to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 The General Conditions of Contract (GCC) of HCL generally provide that HCL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

2.3 However, absence of such a clause does not in any way restrict the right of Company (HCL) to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to all the Plants / Units and subsidiaries of HCL.

2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate

performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

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

'Inter-connected Agency' shall mean two or more companies having any of the following features: If one is a subsidiary of the other.

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

If one owns or controls the other in any manner;

'Competent Authority' and *'Appellate Authority'* shall mean the following: For Company (entire HCL) Wide Banning

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

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

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

For Plants / Units only

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

For Corporate Office only

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

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

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

4. Initiation of Banning /Suspension

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

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with HCL is under investigation by any department (except Foreign Suppliers of imported coal/coke), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

- 5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of HCL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), HCL Corporate Office alongwith the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Plants / Units and Subsidiaries of HCL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Plants / Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or HCL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of HCL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in

arbitration or Court of Law;

- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts **and / or fudging /forging /tampering of documents;**
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (HCL) or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by Company (HCL) or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Company (HCL) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive un due benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Company (HCL), forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.

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

7. Banning of Business Dealings

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

dealings with Foreign Suppliers of imported coal/coke.

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

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

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

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

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

1. To study the report of the Investigating Agency and decide if a prima-facie case for Company-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
 2. To recommend for issue of show-cause notice to the Agency by the concerned department.
 3. To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 4. To submit final recommendation to the Competent Authority for banning or otherwise.
- 7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

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

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies / Suppliers / Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of HCL, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
1. For exonerating the Agency if the charges are not established;
 2. For removing the Agency from the list of approved Suppliers /Contractors, etc.
 3. For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

- 10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

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

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

- 12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring

Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

- 12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, HCL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.
- 12.4 Based on the above, Plants / Units may formulate their own procedure for implementation of the Guidelines **and same be made a part of the tender documents.**

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

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

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

3. Certificate:

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

Dated this ____ day of _____ 2022

(Name & Signature of Authorized Signatory)_____

In the capacity of _____(position) duly authorized to sign this Tender for and behalf of

_____(name of the Bidder).

_____(Address)

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

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

Ref. :

Date :

Completion Certificate

(To whomsoever it may concern)

This is to certify that M/s. (Contractor) of(Please mention Registered office address) was engaged by (Employer) for (Title of Work) vide Work Order No. dated

The broad terms of engagement of M/s. For the above stated job vis-à-vis achievement is as stated below :

1. Name of Work and value :
2. Schedule date of commencement & completion :
3. Actual date of completion with escalation or without escalation
4. Year-wise target vis-à-vis achievement:
5. Performance & Remarks, if any:

(Signature)

Name :

Designation :

Date :

Seal :

APPENDIX – VII

Details of Equipment to be deployed

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

NAME OF WORK:

NAME OF THE BIDDER:

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

No.	Equipment	Specification	Minimum no required	Remarks
1	Drill Jumbo	Single Boom, 3.5m feed length	01	
2	LHD	2 cu.m capacity	03	
3	Loader	0.42 cu.m Capacity	05	
4	Hopper Loader	1.0 cu.m Capacity	03	
5	Battery Locomotive	8 Tonne Capacity	04	
6	LPDT	14 MT Capacity	02	Required from 3 rd Year of Contract
7	Large Dia Drill Machine	Capable of drilling 165mm/115mm dia holes length up to 60m	01	
8	Long Hole Drill Machine	BBC Drifter to drill 57mm dia up to 20 m.	03	
9	Jack hammer		14	
10	Dewatering Pump	Electric pump to handle water from (-)60 ML to 0 ML	01	
11	Gran Bye Car	3.5 T Capacity	100	
12	Gran Bye Car	5.4 T Capacity	20	

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Name and seal of Bidder

NOTE:

1. The Bidder should specify the technical details of equipment and capacity of equipment and delivery schedule, if arrangement has been made to possess the same, in remarks column.
2. The Bidder should enclose catalogue of equipment proposed to be deployed for this work.
3. The spare equipment required if any shall be decided and procured by the successful bidder.

APPENDIX – VIII A

(To be placed in Part I of the Bid)

STATEMENT OF LEGAL CAPACITY

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

Date:

To

[Insert the name and address]

Dear Sir,

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

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

Thanking you,

Yours faithfully,

(Signatory, name and designation of the authorized
signatory) For and on behalf of

**HINDUSTAN COPPER LIMITED
CORPORATE OFFICE
KOLKATA**

Name of work: **Bid for Mine Development of Khetri Copper Mine, Rajasthan, India**

Name of tenderer: _____

PROPOSED SITE ORGANISATION

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

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

NAME, ADDRESS & SIGNATURE OF THE TENDERER

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

Name of work: Bid for Mine Development of Khetri Copper Mine, Rajasthan, India

Name of tenderer: _____

This is to certify that I, Shri. as authorized representative of M/s. have visited the site on and understood the total scope of work of NIT complying Clause No. 1.12.4 and 2.1 of NIT.

(Signature of the Authorized signatory)
(Name and designation of the of the Authorized signatory)
Name and seal of Bidder

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

Date : _____ (Signature of the Authorized signatory)
 _____ (Name and designation of the of the Authorized signatory)
 Hindustan Copper Limited

APPENDIX - IX

(PART II OF THE BID)

PRICE BID

(To be submitted in e tendering portal only) (Attached separately)

	Description of QEP Item	Quantity	Unit	Basic Rate (excl. GST)	Total cost (excl. GST)
1					
	Decline Development (5.0m X 3.5m) 1 in 8 gradient.	880	metre	Not to be filled in hard copy	Not to be filled in hard copy
2	Level Track Development 3.5m X 3.0m	2215	metre	Not to be filled in hard copy	Not to be filled in hard copy
3	Development 3.0m X 3.0m Trackless	4546	metre	Not to be filled in hard copy	Not to be filled in hard copy
4	Development 4.0m X 3.2m Trackless	2603	metre	Not to be filled in hard copy	Not to be filled in hard copy
5	Development 4.5m X 3.5m Trackless	3504	metre	Not to be filled in hard copy	Not to be filled in hard copy
6	Vertical Raise 3.0m X 3.0m (App. 35 Raises)	1552	metre	Not to be filled in hard copy	Not to be filled in hard copy
7	Vertical Raise 4.0m X 3.0m (App. 5 Raises)	300	metre	Not to be filled in hard copy	Not to be filled in hard copy
8	Long Hole Drilling (57mm Dia)	240000	metre	Not to be filled in hard copy	Not to be filled in hard copy

9	Raise equipping with complete material procurement and fixing; with ladders, platforms, wire mesh etc. in stages from upper level to lower main /sublevel. Equipping with 4" Flanged GI Pipe C/Air and 2" Flanged GI Pipe Drilling water.	285	metre	Not to be filled in hard copy	Not to be filled in hard copy
10	Excavation for Sumps etc.	500	cum	Not to be filled in hard copy	Not to be filled in hard copy
11	Track Line Laying and Concreting	1400	metre	Not to be filled in hard copy	Not to be filled in hard copy
12	Stripping (Roof, Side and Floor)	14500	cum	Not to be filled in hard copy	Not to be filled in hard copy
	Total (excl. GST)			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 (excluding GST), evaluated on the basis of Grand Total value of combined work as per scope of work.

The Quantities given are indicative estimate and may vary depending upon actual requirement and detailed design in future.

In case development of different X-section other than that of the size mentioned in this schedule of quantities, the rate will be calculated from the nearest size of working available in schedule of rates.

Note:

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

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory) Name and seal of Bidder

APPENDIX - X
CHECKLIST

Requirement	Complied with (Yes / No)
All the pages numbered serially	
Each page initialed in indelible ink by the authorised signatory	
All corrections/interlineations initialed in indelible ink by the authorised signatory	
Bid Security of Rs. 50,00,000/- (Rupees Fifty Lacs Only) in the form of NEFT/RTGS or a Bank Guarantee in the Format at Appendix III, as per Clause 2.15 of NIT.	

Date:

Place:

Company Seal of the Applicant

(Signature of the Authorised Signatory)
(Name and designation)

SECTION II
CONTRACT
BETWEEN
HINDUSTAN COPPER LIMITED
AND
[Please Insert the name of the Contractor]
(CONTRACTOR)
FOR
[Please insert the name of the work]

Contract For Mine development of Khetri Copper Mine, Rajasthan, India for a period of 60 (Sixty) months from.....to (excluding mobilization period of 6 months) is entered into on this the [●] day of [●] 2022 at [●] (hereinafter referred to as the “**Contract**”)

BETWEEN:

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

AND

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

WHEREAS:

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

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

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

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

ARTICLE - 1

DEFINITIONS AND INTERPRETATION

Definition

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

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

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

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

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

"Bidder" means Bidding Company or Bidding Consortium, as defined below. Bidding Company: If the bid is made by a single corporate entity.

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

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

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

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

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

any existing Applicable Law.

“Commencement Date” shall mean the date falling on the expiry of the mobilisation period of 6 months from the date of issue of LoI.

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

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

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

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

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

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

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

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

“Contract Period” means the period of 60 (Sixty) months excluding 6 months of mobilization

period.

“Contract Price” means final price quoted by the successful bidder and duly accepted by HCL for award of work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Force Majeure Period” means, as determined by the Engineer-in-Charge, the period commencing from the date of occurrence of a Force Majeure Event and ending on (i) the date on which the Affected Party acting in accordance with the Good Industry Practice, resumes or should have resumed such of its obligations the performance of which was excused as per terms mentioned elsewhere in the tender or (ii) the Termination Date, as applicable.

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

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

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

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

“HCL” means Hindustan Copper Limited.

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

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

“Lead Member” The Lead Member, in case of a Bidding Consortium, is a member company that is responsible for execution, accountable, commission of the contract on behalf of consortium.

The Lead member of the consortium must have minimum 75% of the Turnover specified in Eligibility Criteria will have all dialogue with the Lead member only during the currency of the contract, as and when required.

“Material Adverse Effect” means material adverse effect on (a) the ability of the Contractor to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Contract and/or (b) the legality, validity, binding nature or enforceability of this Contract.

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

“Mine” means Khetri Copper Mine at Jhunjhunu District, Rajasthan, India.

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

“Mobilization Period” means the period of 6 months from the date of issue of Letter of Intent, during which, the Contractor is required to mobilize his resources and commence the Works at the Site.

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

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

“Mtpa”, means million tonne per annum.

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

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

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

“Period of Liability” in relation to a Work means a period of twelve (12) months from the date of Completion of work, during which the Contractor stands responsible for rectifying all defects that may appear in the Work.

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

“Preliminary Notice” means the notice of intended Termination by the Party entitled to

terminate this Contract to the other Party setting out, inter alia, the underlying Event of Default.

“Project Manager” means any person appointed and authorized by the Contractor, who shall possessing the valid First Class Manager’s Competency Certificate (Metal-Unrestricted) and shall take decision at Work Site independently and on behalf of the Contractor during the implementation of the Contract. A copy of the FCC of the Project Manager shall be submitted to the Mines Manager.

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

“Representative” means either the HCL’s representative or the Contractors representative.

“Rs” or “Rupees” refers to the lawful currency of the Republic of India

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

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

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

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

"Sub-Contractor" means any person or firm or company to whom any part of the Work has been entrusted by the Contractor, with the written consent of HCL and includes the legal personal representatives, successors and permitted assignees or firm or company.

“Successful Bidder” means the bidder who has been awarded the work.

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

“Tax” means and includes all taxes, fees, cesses, levies that may be payable by the Contractor

under any Applicable Law.

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

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

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

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

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

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

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

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

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

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

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

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

“Work Site / Site” means Khetri Copper mine at Rajasthan, India where the Work is to be implemented by the Contractor in accordance with the Work Requirements or provision of any Temporary Work or for any other purpose for execution of Work.

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

- **Interpretation**

In this Contract, unless the context otherwise requires,

- a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- b) references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws which have the force of law in any State or Union Territory forming part of the Union of India;
- c) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- d) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract;
- e) the words "include" and "including" are to be construed without limitation;
- f) references to "construction" include investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction;
- g) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- h) the Schedules to this Contract form an integral part of this Contract and will be in full force and effect as though they were expressly set out in the body of this Contract;
- i) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- j) references to recitals, Articles, sub-articles, Clauses, or Schedules in this Contract shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, Clauses and Schedules of or to this Contract;
- k) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Contract from or by any Party or the Engineer-in-Charge shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party or the Engineer-in-Charge, as the case may be, in this behalf and not otherwise;

- l) Unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates.

- **Measurements and Arithmetic Conventions**

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

- **Ambiguities and Discrepancies**

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

- a) Between two Articles of this Contract, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles;
- b) Between the written description on the Drawings and the Specifications, the latter shall prevail;
- c) Between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail;
- d) Between any value written in numerals and that in words, the latter shall prevail.

- **Resolution of Inconsistencies in Contract Documents**

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

- **Background Information and the manner in which discrepancies are resolved**

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

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

impracticalities or omissions from, within, or between the documents which comprise the Contract.

- The Contractor warrants and represents to the Employer that:
 - a) it has conducted its own analysis and review of the Background Information and that it has satisfied itself as to the accuracy, fitness for purpose and completeness of all such Background Information; and
 - b) the Contractor has thoroughly examined the documents comprising the Contract and is satisfied that there are no ambiguities, discrepancies, inconsistencies, divergence, design or construction impracticalities or omissions from, within and between such documents and that such documents are accurate, complete and sufficient in all respects for the purposes of the design and execution of the Works; and
 - c) after a complete and careful examination, it has made an independent evaluation of the scope of the Works required and has determined the nature and extent of the difficulties, risks and hazards that are likely to arise or may be faced by it in or about of the performance of all its obligations in the Contract. The Contractor hereby acknowledges its responsibility in respect of all such risks and hazards and agrees that the Employer shall not be liable in respect of the same in any manner whatsoever to the Contractor whether in contract, tort, statute or otherwise.
- Without prejudice if, notwithstanding the Contractor's analysis and examination of the documents comprising the Contract, any ambiguities, discrepancies, inconsistencies, divergence, design or construction impracticalities or omissions from, within or between any of the documents comprising the Contract, come to the attention of either Party, that Party shall immediately notify the other Party and HCL's Representative, specifying the ambiguity, discrepancy, inconsistency, divergence, design or construction impracticality or omission (as the case may be) and HCL's Representative shall issue instructions in regard thereto.
- The Parties agree that any ambiguity, discrepancy, inconsistency, divergence, design or construction impracticality or omission as aforesaid shall not vitiate the Contract. No instruction given by HCL's Representative, shall amount to a change and the Contractor shall not be entitled to any extension of time or additional payment in respect thereof.
- HCL's Requirements shall remain in the sole custody of HCL's Representative but two copies thereof shall be furnished to the Contractor free of charge. The Contractor shall provide and make at its own expense any further copies required by it.

ARTICLE - 2 CONTRACT

2.1 Grant of Contract

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

2.2 Contract Period

Duration of contract is Sixty (60) months from the date of issue of LoI / Contract Agreement whichever is earlier, excluding six (6) months for mobilization and training etc. The Sixty (60) months contract period excluding mobilization period and the contract period may be terminated at the sole discretion of HCL, if the performance of the contractor in Mine is less than 70% respectively for reasons attributed to the contractor. However, this will not be applicable if the performance is less than 70% in any such cases if the reasons beyond the control of the contractor or HCL. The Contract Period may be extended further as stipulated under Article 8.7 hereunder, provided that the period of any such extension shall be decided by HCL in its sole and absolute discretion.

2.3 Acceptance of Contract

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

ARTICLE - 3

CONDITIONS PRECEDENT

3.1 Conditions Precedent

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

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

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

3.2 Obligation to Satisfy the Conditions Precedent

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

3.3 Termination upon failure to satisfy the Conditions Precedent

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

ARTICLE - 4 WORK SITE

4.1 Handover of Work Site

- a) HCL shall assign work to the Contractor at the designated Work Site free from encumbrance together with the necessary right of access for the purpose of implementing the Work within 1 month (30 days) from the date of issuance of LoI.
- b) Upon the Work Site or any part thereof being handed over pursuant to the Article 4.1 (a), the Contractor shall, subject to the provisions of Article 3, have the right to enter upon, occupy and use the Work Site or part thereof delivered to it by HCL and to make at its costs, charges and expenses, such investigation, expansion, excavation and improvements in the Work Site as may be necessary or appropriate to implement the Work in accordance with the provisions of this Contract.

4.2 Rights, Title and Use of the Work Site

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

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

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

4.3 Peaceful Possession

HCL hereby warrants that:

- a) The Work Site together with the necessary access to the Work Site having been acquired through the due process of law belongs to and is vested in HCL, and that HCL has full powers to hold and deal with the same consistent, inter alia, with the provisions of this Contract and that the Contractor shall, in respect of the Work Site, have no liability regarding any compensation payment on account of land acquisition or rehabilitation/resettlement of any

Persons affected thereby.

- b) The Contractor shall, subject to complying with the terms and conditions of this Contract, execute work at the designated work site during the contract period. In the event the Contractor is obstructed by any Person claiming any right, title or interest in or over the Work Site or any part thereof or in the event of any enforcement action including any attachment, distain, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in/ charge on the Work Site or any part thereof, HCL shall, if called upon by the Contractor, defend such claims and proceedings and also keep the Contractor indemnified against any consequential loss or damages which the Contractor may suffer, on account of any such right, title, interest or charge.

ARTICLE - 5
ENGINEER-IN-CHARGE

5.1 Nomination of Engineer-in-Charge

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

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

5.2 Rights and Obligations of Engineer-in-Charge

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

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

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

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

ARTICLE - 6

CONTRACTOR'S OBLIGATIONS

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

6.1 Security Deposit: Security Deposit appearing in Schedule VII shall consist of Performance Security @ 3% to be submitted at the award of work.

- a) The Contractor shall, for due and punctual performance of its obligations during the Contract Period, deposit a Performance Security (PSD) which shall be equal to three (3) per cent of the Contract Price excluding GST with HCL, within thirty (30) days from the issuance of LoI.
- b) The Performance Security Deposit (PSD) for the complete amount, as stated in (a) above, shall be payable by the Contractor by way of RTGS/NEFT/Bank Guarantee from a schedule commercial bank in the format prescribed under **Schedule VII**. Performance Security Deposit in any other format is not acceptable. Payment shall not be released if PSD has not been deposited in totality.
- c) The Bank Guarantee (BG) shall be valid till Warranty/Guarantee period (Defect Liability period) from the date of issue of LoI. In case of failure, HCL will have the right to encash the BG.
- d) HCL is at liberty, after having given fourteen (14) days written notice to the Contractor and without any further reference to the Contractor, to realize and / or forfeit the Performance Security deposit for non-fulfillment and or for unsatisfactory performance of the Contract or any clauses thereof.
- e) Performance Security Deposit in the form of Bank Guarantee shall remain binding notwithstanding such variations, alterations or extensions in time as may be made, given, conceded or agreed to between the Contractor and HCL, and the Contractor agrees to extend the Bank Guarantee suitably if the Work is not completed as per the Contract Period or it is extended by the written consent of HCL.
- f) HCL shall not be liable for payment of interest under Performance Security Deposit.
- g) The Performance Security Deposit shall be released after Warranty/Guarantee period (Defect Liability period), on application by the Contractor within one (1) month of issue of final work completion certificate by HCL.
- h) The Bank Guarantee shall not in any way be construed as a limitation of the Contractor's responsibility or liability pertaining to its obligation and guarantees under the Contract and shall be without prejudice to any other remedies available to HCL as expressly set out in the Contract.

- i) The method of submission of Bank Guarantee is as below:
- The bank guarantees issued by the bank on behalf of the successful bidder in favour of Hindustan Copper Limited (HCL) shall be in paper form as well as Structured Financial Messaging System (SFMS).
 - HCL has chosen State Bank of India to act advising/beneficiary bank of HCL. The bank issuing the guarantee can choose either of these banks to send confirmation through SFMS.
 - The details of beneficiary (i.e. HCL) for issue of bank guarantee in SFMS platform is as furnished as below.

State Bank of India as advising bank of HCL

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

- The Successful bidder are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.
- The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the State Bank of India, CAG Branch Kolkata (IFSC- SBIN0009998), to aid in the process of confirmation of Bank Guarantee.
- The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Hindustan Copper Limited at Kolkata by Speed Post /Registered Post (AD).

- 6.1.1** The Company shall be at liberty to deduct and appropriate from the Security Deposit such penalties and dues as may be payable by the Contractor under the contract and the amount by which the Security Deposit shall get diminished will be made good by further deduction from the Contractor's subsequent bills in the same manner as aforesaid until the security deposit is restored to its full limit mentioned above.
- 6.1.2** The Company shall have the full right to forfeit and appropriate the security deposit on breach of any of the terms and conditions laid down herein or will be applicable in future, without prejudice to the rights of the Company or otherwise available under the law.
- 6.1.3** Any dues of the Company against the Contractor under the contract resulting from award of work to some other agency at the risk and cost of the Contractor shall be adjustable against the security deposit and if SD is insufficient, the same shall be recovered from the Contractor.
- 6.1.4** In case of termination of the contract by the Contractor, the Company shall have the right to forfeit the Security Deposit.
- 6.1.5** On due and satisfactory performance and completion of the contract in all respect and settlement of final bills, the Security Deposit will be returned to the Contractor without any interest on presentation of an absolute No Demand Certificate in the form as may be prescribed by the Company.
- 6.1.6** The Performance Security (Security Deposit) should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier/contractor, including warranty obligations.
- 6.1.7** The Performance Security will be forfeited and credited to HCL's account in the event of a breach of contract by the contractor. Performance Security should be refunded to the contractor without interest, after successful performance and completion of the contract in all respects.
- 6.1.8** The provision of Performance Security Clause shall not apply to the following:
- Public Sector Undertakings
 - Government departments/Government Institutions
 - OEMs

6.2 Contract Execution Plan

6.2.1 Work Plan

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

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

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

6.2.2 Other submissions

The Contractor shall submit after the Commencement Date, to HCL / Engineer-in-Charge, the following information, for the records of HCL:

- (i) Provident Fund Account Details
- (ii) Organization Structure
- (iii) Details of Work Manager, Key supervisory staff
- (iv) Contract Labour License
- (v) Medical Examination Records of the Employees as per Mines Act
- (vi) Permanent account number of Income tax(PAN)
- (vii) TIN
- (viii) GST number
- (ix) Other information as per requirement of contract, if any.

6.3 Works

- (i) The Contractor is required to commence the Works on the Commencement Date i.e. **within 06 (six) months (180 days) from the date of issuance of LoI.**
- (ii) The Contractor shall in accordance with Good Industry Practices adhere to the Plan and complete the Works on or before the expiry of the Contract Period or as per agreed schedule.

- (iii) The Contractor shall, before commencement of the Works;
- a) have requisite organization and designate and appoint suitable officers/representatives as it may deem appropriate to supervise the Work, to deal with the Engineer-in-Charge /HCL and to be responsible for all necessary exchange of information required pursuant to this Contract;
 - b) construct, provide and maintain a reasonably furnished site office accommodation for its Project Manager and key supervisors at the Work Site.
 - c) have achieved Completion of Mobilization.

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

- (iv) For the purposes of determining that the Works are being undertaken in accordance with the Work Requirements, the Contractor shall on its own and/or whenever directed by Engineer-in- Charge, with due diligence, carry out all necessary and periodical Tests in accordance with the instructions and under the supervision of the Engineer-in-Charge. The Contractor shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results.
- (v) On completion of the Works as per the Plan, the Contractor will notify the same to Engineer-in- Charge and ascertain the completeness and acceptability of the work.
- (vi) The Engineer-in-Charge may, by written notice, require the Contractor to suspend forthwith the whole or any part of the Works if in its reasonable opinion the same is being carried on in a manner that is not in conformity with the Work Requirements and/or Plan.
- (vii) The Contractor shall undertake the Works by itself. The contractor shall not be permitted to sub-contract jobs like drilling and blasting of development of declines, drives, cross cuts etc. However, in case Contractor desires to subcontract any part of the development activities like loading and hauling of development activities, raise development and other miscellaneous works, it shall do so through a subcontractor approved in advance by HCL and possessing requisite technical, financial and managerial expertise / capability. But in such case, the Contractor shall remain solely responsible to meet the Project Requirements.

The Contractor is liable for all the responsibility, risk, acts of omission and commission of the Sub-Contractor. It is the responsibility of the Contractor to ensure that such Sub-Contractors adhere to Applicable Laws. The Sub-Contractor shall have no direct or indirect claims from HCL for payments, approvals and related activities.

- (viii) Contracts must comply with the provisions of the contract and each and every clause of scope of work will be binding upon them.

6.4 Material Breach of Work Requirements

- (i) The Contractor shall be deemed to be in Material Breach of Work Requirements if the Engineer- in-Charge acting reasonably and in accordance with the provisions of this Contract, has determined that due to breach of its obligations by the Contractor:
- a) There has been failure/undue delay in implementation of the Works and the Works have not been carried out in accordance with the Work Requirement/Plan;
 - b) There has been a serious or persistent default in adhering to safety requirements and standards as prescribed by DGMS and thereby the Mining Facilities or any part thereof is not safe for operations;
 - c) There has been persistent breach of Work Requirements/ Plan. For avoidance of doubt, persistent breach shall mean:
 - i. Any breach of Work Requirements by the Contractor which has not been remedied by the Contractor despite a notice to remedy in respect thereof issued by the Engineer-in- Charge/HCL; or
 - ii. Recurrence of a breach by the Contractor, during the pendency of notice to remedy by the Engineer-in-Charge/HCL requiring the Contractor to remedy a breach; or
 - iii. Repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to notice to remedy or otherwise.

(ii) HCL's Rights

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

6.5 Insurance

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

interruption or loss of profit including insurance against all Force Majeure Events that are insurable.

b) Evidence of Insurance

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

c) Validity of Insurance

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

d) Application of Insurance Proceeds

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

6.6 Employment of Labour

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

6.7 Health & Safety, Training, and Environment

- 6.7.1** The Contractor shall ensure, at its own cost, that its workers, employees and personnel are suited for undertaking the Works. Additionally, all personnel of the Contractor will have to undergo an Initial Medical Examination (“IME”) before they can commence work on the Project Site. For persons above forty five (45) years of age Periodical Medical Examination (“PME”) has to be conducted at the end of the third (3rd) year. IME and PME shall be carried out at KCC hospital, and shall be chargeable at no cost to company basis. The Charge for IME is Rs 460.00 (Rupees four hundred and sixty only) per person and charge for “O” Form for PME is Rs 740 (Rupee seven hundred forty only). If any changes in medical examination

charge, the amended charges during the contract period shall be borne by the successful bidder. Contractor shall also maintain complete first aid facilities for all his employees and personnel. Industrial injuries shall be reported promptly to the Engineer-in- Charge / HCL, and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Engineer-in-Charge. Prior to the employment, each worker likely to be engaged by the Successful Bidder should be medically examined and only medically fit persons will be allowed to work.

6.7.2 First Aid facilities and provisions as required under Mines Rules, 1955 with latest amendments shall be kept at the work site by the Successful Bidder. Ambulance with all facilities shall be arranged by successful bidder at its own cost.

6.7.3 The Successful Bidder shall be responsible for and shall pay compensation to his workmen which would be payable for injuries due to accidents and/or notified and compensable disease under the Workmen's Compensation Act 1923, hereinafter called the said Act. If such compensation is paid by HCL as principal employer under sub-section (1) of the section (12) of the said Act, such compensation shall be recovered by HCL from his Security Deposit or from any sum which may be due or may become due to the Successful Bidder on any account whatsoever, the Successful Bidder should adequately insure the workers, and HCL shall not permit the Successful Bidder to start the work unless such insurance certificate is produced.

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

6.8 Special Conditions

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

6.9 General Obligations

The Contractor shall at its own cost and expense:

- a) File all necessary and statutory application, returns and reports and obtains all Applicable Permits in conformity with the Applicable Laws and be in compliance thereof at all times during the Contract Period;
- b) Procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Work;
- c) Endeavour to incorporate in each Work Agreement specific provisions that would entitle HCL or a nominee of HCL to step into the same at HCL's discretion, in place and substitution of the Contractor;
- d) Provide all necessary assistance to the Engineer-in-Charge as it may reasonably require for the performance of its duties and services;
- e) Appoint, supervise, monitor and control as necessary, the activities of Contractors, if any, under the respective Work Agreements;
- f) Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Contract;
- g) Make its own arrangements for construction materials and observe and fulfill the environmental and other requirements under the Applicable Laws and Applicable Permits;
- h) Be responsible for quality, soundness, durability, safety and the overall Work Requirements to implement and/or operate and maintain the Work/Work Facilities;
- i) Ensure that the Work Site remains free from all encroachments and take all steps necessary to remove encroachments, if any;
- j) Afford access to the Work Site to the authorized representatives of HCL, the Engineer-in-Charge and any Government Agency having jurisdiction over the Work Site, including those concerned with safety, security or environmental protection to inspect the Work and to investigate any matter within their authority and upon reasonable notice, the Contractor shall provide to such persons assistance reasonably required to carry out their respective duties and functions;
- k) Obtain at its costs and charges, special or temporary right of access, occupation or user of any property that may be required by it in connection with implementation of the Work. The Contractor shall also obtain at its cost such facilities as may be required by it for the purposes of the Work and the performance of its obligations under this Contract.
- l) As per recommendations of 10th, 11th and 12th National Conference on safety in Mines, the Contractor shall be required to adhere to the following additional responsibilities for safety in the Mine:

- I. Prepare a written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with them
- II. Provide a copy of the SOP to the Engineer-in-charge.
- III. Keep an up to date SOP and provide a copy of changes to Engineer-in-charge.
- IV. Ensure that all the Works are being carried out in accordance with the Applicable Laws and SOP and for the same, the Contractor will deploy adequate qualified and competent personnel for the purpose of carrying out the Works in a safe manner.
- V. Ensure that every person engaged by him in the Mine must wear safety gadgets to be provided by the Contractor at his own cost and expense. If Contractor fails or is unable to provide safety gadgets, Engineer-in-charge will provide the same and the expenses accrued for the safety gadgets will be deducted from the running bill of the contractor.
- VI. Submit to DGMS, quarterly returns indicating:
 - i. Name of firm,
 - ii. Registration number,
 - iii. Name and address of persons heading the firm,
 - iv. Nature of work,
 - v. Type of deployment of work persons,
 - vi. Number of work persons deployed,
 - vii. Number of work persons who hold vocational training certificate,
 - viii. Number of persons who have undergone IME and
 - ix. Type of medical coverage given to the work persons.

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

n) Fencing and barricades:

1. Successful Bidder shall erect and maintain fencing and barricades required in connection with his operation to guard or protect-
 - i) Excavations,
 - ii) Hoisting areas,
 - iii) Areas adjudged, hazardous by Successful Bidder's or Owner's representatives,
 - iv) Owner's existing property likely to be damaged by Successful Bidder's operations,
 - v) Unloading spots, and
 - vi) Any other place as directed by the Engineer-in-charge.

2. Successful Bidder's employees shall become acquainted with Owner's barricading practice and shall respect the provisions thereof.
- o) Safety provisions to be displayed on notice board:** The safety provisions should be displayed on the notice board at a permanent place at the work spot. The person responsible for compliance of the safety code shall be named therein by the Successful Bidder.
- p) Support:** Wherever necessary, temporary support shall be provided/ erected and maintained so as to keep the area in safe condition till the permanent support is provided/erected. If in the opinion of the Engineer-in-charge any other type of support is necessary, Successful Bidder shall comply with the instructions.
- q) Alignment:** It shall be Successful Bidder's responsibility to excavate all drives, cross-cuts, and other excavations to correct alignment, gradient and dimensions. However, HCL may perform check survey as per requirement and the Successful Bidder shall render all the necessary facilities to perform the task.
- r)** Comply with all regulations applicable for such activities as per changes made to existing laws and new regulations from time to time.
- s)** The successful bidder shall also provide all plan and sections for obtaining stoping permission and also submit compliance report to Engineer in Charge for the violation pointed out by statutory bodies like IBM, DGMS etc for onward submission through Mine Manager, Agent of mines.

6.10 No Breach of Obligations

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

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

6.11 Related Works

6.11.1 Contractor's acknowledgement

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

6.11.2 Related Work's responsibilities

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

2. Plan, programme, and perform the design and execution of the Works so as to minimize any interference with or hindrance of the performance of the Related Works; and
3. At all times take every necessary step to protect the Works from accidental damage caused by the Related Works; and
4. At all times co-operate with the Employer, HCL's Representative and any Related Works contractors so as to promote and foster a coordinated and integrated approach to the Works and the Related Works. The Contractor shall co-ordinate its activities with Related Works contractors so as to prevent, as far as possible, the performance of work by such Related Works contractors from impeding the performance of the Contractor or unreasonably disturbing the free movement of traffic around, on or in the vicinity of the Work Site; and
5. Comply with all obligations as to interfacing the Works with the Related Works as are detailed in HCL's Requirements; and
6. Advise the Employer if any plans, designs, specifications and drawings of the Related Works contractors supplied by the Employer are in any way incompatible or inconsistent with or otherwise detrimental to the Works. In the case of such incompatibility or inconsistency the Contractor shall supply the Employer with full details of the same and make appropriate recommendations as to how the incompatibility or inconsistency may be remedied; and
7. Monitor the coordination and integration of the Works with the Related Works and advise the Employer's Representative in writing as and when it becomes apparent that execution of the Works is likely to be the subject of delay and/or disruption and recommend reasonable proposals to reduce or prevent such delay

and/or disruption.

6.11.3 Co-ordination meetings

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

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

6.11.4 Failure to co-ordinate

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

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

For the avoidance of doubt, where the Employer's Representative acting reasonably, determines that an instruction under the relevant clause of the contract is required as a result of a breach by the Contractor of its obligations. The Contractor shall not be entitled to any payment whatsoever in respect of any such instruction or to any extension of time in respect thereof and the costs to the Employer of such instruction including the cost of any such suspension, or removal and execution by others shall, without prejudice to the Employer's other rights under the Contract, be deducted from the Contract Price.

6.11.5 The Employer's Representative's assistance

In the event that the design and execution of the Works and the design (if any) and execution of any Related Works are unable to be coordinated and integrated in accordance with this Article

6.11 as a result of circumstances beyond the control of the Contractor, the Contractor may request the Employer's Representative:

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

hindrance or impedance preventing the Contractor from complying with its obligations under this Article 6.11.

6.11.6 Contractor to bear costs

The Contractor shall bear all costs and expenses associated with any change or remedied work rendered necessary to the design or execution of the Works or to the design or execution of work of any Related Works contractor as a result of any failure on the Contractor's part to comply with the provisions of this Article 6.11. Subject always to this Article 6.11 if in the opinion of HCL's Representative any cost is or is likely to be incurred partially as a result of a failure by the Contractor and partially as a result of a failure by a Related Works Contractor, then in the event that the Contractor and the Related Works Contractor are unable to agree on the apportionment of such costs between them, HCL's Representative may instruct the Contractor to make a change or carry out any repair it deems necessary and, notwithstanding the provisions of Article 8 in valuing such change or repair, it shall be entitled to make what it in its absolute discretion the assessment of such costs allocable to the Contractor for such change or repair as a result of the Contractor's failure to comply with the requirements of this Article 6.11.

6.11.7 Contractor's obligations

Without limiting its obligations under this Article 6.11 the Contractor shall exercise due care and diligence in the design and execution of the Works where such design and execution of the Works affects or is likely to affect the Related Works and shall bear all costs, expenses, damages and losses suffered by any Related Works Contractor as a result of its failure to comply with such obligations.

6.11.8 Contractor's Indemnities

The Contractor shall indemnify and keep indemnified the Employer against all claims, proceedings, damages, costs, losses, charges and expenses of any nature whatsoever arising from the Contractor's failure to comply with its obligations under this Article 6.11.

6.11.9 Temporary Works

The Contractor shall be fully responsible for the cost of all delays to the Works or any part where such delays have been occasioned to or in connection with Temporary Works by the defaults or omissions of any Related Works Contractor and it shall not be entitled to any extension of time or additional payment in respect thereof. Such responsibility shall in no way be in derogation of the Contractor's other obligations under this Article 6.11.

6.12 Contractor's Documents

6.12.1 The Contractor shall prepare all Contractor's Documents. The Contractor shall submit to HCL's Representative and the Engineer-in-Charge

- a) within such time as may be directed by HCL's Representative, those Contractor's Documents called for in the Contract or as HCL's Representative may require and in the numbers and format required by the Contract or, if no such number and format is stated in the Contract, as required by HCL's Representative; and
- b) during the progress of the Works such additional Contractor's Documents within such times and in such numbers and format as HCL's Representative may reasonably require.

6.12.2 HCL's Representative shall review and comment on any Contractor's Documents submitted in accordance with Article 6.12.1 within 21 (twenty-one) Business Days after receipt of the Contractor's Document ("the **Review Period**"). HCL's Representative shall signify "no comment" or "comments made" or "resubmit" and return one copy of the Contractor's Document to the Contractor. If the Employer's Representative fails to do so within the Review Period, it shall be deemed that the Employer's Representative has signified "no comment".

6.12.3 The notes "no comment" or "comments made" will enable the Contractor to proceed on the basis of the Contractor's Documents provided that the Contractor fully addresses any comments made by the Employer Representative.

6.12.4 If, before reviewing and commenting on any design contained in any Contractor's Documents, the Engineer-in-Charge considers any change or modification is necessary to such Contractor's Documents, HCL's Representative may notify the Contractor accordingly whereupon the Contractor shall effect the same and re-submit the Contractor's Documents in accordance with this Article 6.12

6.12.5 Where any Contractor's Document is marked "resubmit" the same shall be amended, modified or prepared again, as the case may be, and resubmitted by the Contractor and the procedure set out in this Article 6.12 shall apply to the re-submitted Contractor's Document.

6.12.6 Notwithstanding any of the provisions of the Contract relating to the Contractor's Documents, the Contractor shall be fully responsible for:

- a) The adequacy of the Contractor's Documents in accordance with the Contract; and
- b) any failures of any Contractor's Documents whether to comply with the Contract and/or to meet its obligations there under or otherwise and for any ambiguities, failures, discrepancies, insufficiencies, lack of fitness for purpose, errors, omissions, design or construction impracticalities in any such

Contractor's Documents howsoever such ambiguities, failures, discrepancies, insufficiencies, lack of fitness for purpose, errors, omissions, design or construction impracticalities may have arisen.

- 6.12.7** The Contractor shall at its own expense carry out any alterations or remedial work necessitated by reason of any ambiguities, failures, discrepancies, insufficiencies, lack of fitness for purpose, errors, omissions, design or construction impracticalities in any Contractor's Documents and shall modify the Contractor's Documents accordingly, or if the same be done by or on behalf of the Employer, the Employer shall be entitled to recover from the Contractor all costs reasonably incurred therein and may, without prejudice to any method of recovery, deduct the same from any monies due or which may become due to the Contractor.
- 6.12.8** The Contractor is aware of the time required by HCL's Representative for the review of the Contractor's Documents and shall allow adequate time for such review. Furthermore, HCL's Representative shall not be obliged to comment upon any Contractor's Documents without first satisfying himself that to the extent required, such comment is issued with the consent, non-objection or approval of the Engineer-in-Charge or a Government Agency.
- 6.12.9** No design or execution of any part of the Works shall commence during the Review Period for those Contractor's Documents which are relevant to its design and execution except as may be expressly agreed in writing by HCL's Representative.
- 6.12.10** If the Contractor wishes to modify any Contractor's Document (including any design contained in Contractor's Documents) which has previously been reviewed by HCL's Representative, the Contractor shall immediately give notice to the Employer's Representative. Thereafter, the Contractor shall submit revised documents to HCL's Representative and the provisions of this Article 6.12 shall apply.
- 6.12.11** Save as expressly provided in this Contract, the Contractor shall not seek to recover from the Employer any loss or claim which may arise from the adoption, use or application by or on behalf of the Contractor or any other Person for whom the Contractor is responsible of the design in any Contractor's Documents.
- 6.12.12** No review, comment, suggestion, approval on any other communication by HCL's Representative made in accordance with the review procedure specified in this Article 6.12 shall relieve the Contractor of any of its obligations under the Contract.

ARTICLE - 7

HCL's OBLIGATIONS

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

7.1 Specific obligations

HCL shall:

- a) Appoint/nominate the Engineer-in-Charge in accordance with Article 5.1 above.
- b) Instruct Engineer-in-Charge for carrying out all the obligations and exercise all the rights set out in **Schedule I**.
- c) Ensure that Engineer-in-Charge reviews and finalizes the Plan, Drawings and other documents within a reasonable time and in any case within the respective time specified elsewhere in this Contract.
- d) Provide to Contractor in accordance with the Plan, supply of specific items set out in **Schedule IV** upon exercise of the Contractor's option to obtain these utilities from HCL.
- e) Make payment of Contract Price in accordance with the provisions of this Contract.
- f) Grant in a timely manner, all such approvals, permissions and authorizations which the Contractor may require or is obliged to seek from HCL in connection with implementation of the Work and the performance of its obligations, under this Contract.
- g) Take all steps and make all applicable applications, filings, returns and reports for a license holder of a mine in accordance with the Applicable Laws to ensure compliance, expansion, operations and maintenance of the Work/Work Facilities.

7.2 General obligations

HCL shall:

- a) grant or where appropriate provide necessary assistance to the Contractor in securing all Applicable Permits;
- b) ensure peaceful use of the Work Site by the Contractor under and in accordance with the provisions of this Contract without any hindrance from HCL or any Governmental Agency or persons claiming through or under it/them;
- c) pay Dead Rent / Royalty, payment to District Mineral Fund (DMF), National Mineral Exploration Trust (NMET) and surface rent in respect of the Work Site to the government treasury in accordance with Applicable Laws;
- d) Observe and comply with all its obligations set forth in this Contract.

ARTICLE-8

CONTRACT PRICE

8.1 Contract Price

Subject to the provisions of this Contract and in consideration of undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Contract, HCL agrees and undertakes to make to the Contractor, the following payments (“**Contract Price**”) as per the provisions of this Article:

a) Payment for work done:

Payment for actual work done shall be for Scheduled Items & Open items and shall be at the rates against each respective item set out under **Schedule V** hereafter achieved and certified by Engineer-in-Charge during any Contract Payment Period.

The rates for payment set out in **Schedule V** shall be based on the mechanism set out under **Schedule VI** hereafter.

8.2 Payment Mechanism

821 The contract price relating to each month shall be payable for actual work done by the contractor for the month through e-payment only as per format given in Schedule VIII (“contract payment period”). Contractor shall submit the bill for the actual work done during a contract payment period to the engineer-in-Charge.

The bill shall be based on the Joint Measurement Certificate. Joint measurements of work completed during a month and cumulative shall be made on last day of each month and the results of such joint measurements should be recorded and jointly signed in a bound paged book with page numbers. Engineer-in-Charge shall certify the quantities and arrange for the payment of Contractor’s bill after allowing adjustments for the supplies rendered HCL and for other deductions.

Payment of the work done shall be made by credit period of 30 days from the receipt of clear bill in all respect for the month of completion of the job, after deduction of LD/penalty, if any. The monthly running bills should be submitted to the Engineer-in-Charge within three weeks of completion of work.

The payment for each month’s actual work done shall be made after recovery of statutory deductions if any. The Contractor will submit proof of depositing of provident fund i.e ECR challans for his employees engaged at Khetri Mine of the month billed with the bills failing which payment shall not be released.

822 Joint measurement: Successful Bidder shall submit the bill for the work done during the previous months in accordance with the joint measurement to the Engineer-in-

Charge in the first week of every month. The results of such joint measurements should be recorded and jointly signed in a bound p a g e d book with page numbers. Engineer-in-Charge shall certify the quantities and arrange for the payment of the Successful Bidder's bill after allowing adjustments for the supplies and services rendered by HCL/KCC and for other deductions.

All measurements shall be in metric system. All the work in progress will be measured by the representative of the Engineer-in-Charge and the Successful Bidder's authorized agent progressively. For the purpose of taking joint measurement the Successful Bidder's representative shall be bound to be present whenever required by the Engineer-in-charge. If, however, he absents for any reason whatsoever the measurements will be taken by Engineer-in- charge or his representative and this will be deemed to be correct and binding on the Successful Bidder.

823 Payment methodology:

i) Payment for work done

Payment for actual work done shall be for Scheduled Items and Open Items, and shall be at the rates against each respective item set out under **Schedule V** hereafter achieved and certified by Engineer-in-Charge during any Contract Payment Period.

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

Adjustment in the rate payable for development ((Horizontal, Vertical Development, Decline Development, Stripping), Track laying & concreting and Long Hole drilling during the Contract Period on per meter or cubic meter basis on account of performance as per the schedule given at 1.4.6 will be as follows:

- a) In case actual development ((Horizontal, Vertical Development, Decline Development, Stripping), Track laying & concreting and Long Hole drilling achieved in the range of >95% & <=105%, the awarded rate will apply without any adjustment as shown in the Table below.
- b) In case the actual development ((Horizontal, Vertical Development, Decline Development, Stripping), Track laying & concreting and Long Hole drilling achieved is below 95% of the target, the awarded rate per meter or cubic meter shall be reduced at the same rate of such percentage shortfall reckoned from 95% of the targeted development as shown in Table below.

- c) Where the actual development ((Horizontal, Vertical Development, Decline Development, Stripping), Track laying & concreting and Long Hole drilling achieved exceeds 105% of the target, the awarded rate per meter or cubic meter shall be adjusted upward at the same rate of such percentage in excess of 105% of the guaranteed production as shown in Table below.
- d) However, in no case, such payable amount in rate per meter shall exceed 125% of the awarded rate as shown in Table below.
- e) The adjustment in the rate payable for development ((Horizontal, Vertical Development, Decline Development, Stripping), Track laying & concreting and Long Hole drilling will be applicable as per below table:

Sl. No.	% age achieved against target	Rate payable as of % age of rate per meter or cubic meter on account of development and Long Hole Drilling
1	135%	125%
2	130%	125%
3	125%	120%
4	120%	115%
5	110%	105%
6	106%	101%
7	= »95% to <=105%	100%
8	90%	95%
9	85%	90%
10	80%	85%
11	75%	80%
12	70%	75%

The %age of rate payable calculated to be w.r.t. escalated rate of the respective quarter.

- f) The above adjustment in awarded rate will be calculated on the last RA bill of that quarter for the entire quarter. This methodology will be applicable throughout the contract period.
- g) However, if there is shortfall in the achievement due to such circumstances, which are under the control of HCL/KCC and/or events mentioned in clause 8.7, then above will not be applicable.

ii) Payment for drawings/design:

The contract price relating to each month shall be payable for actual work done by the contractor

for the month through e-payment only. Contractor shall submit the bill for the actual work done during a contract payment period to the engineer-in-charge on contract payment due date.

The bill shall be based on the Joint Measurement Certificate. Joint measurements of work completed during a month and cumulative shall be made on last day of each month and the results of such joint measurements should be recorded and jointly signed in a bound book. Engineer-in-Charge shall certify the quantities and arrange for the payment of Contractor's bill after allowing adjustments for the supplies rendered by HCL and for other deductions.

Payment of the work done shall be made within 30 days of the issue of Joint Measurement Certificate and receipt of bill complete in all respect.

The payment for each month's actual work done shall be made after recovery of statutory deductions (if any). The Contractor will submit proof of depositing of provident fund for the period of work with the bills.

An amount shall be retained at the rate of 7% (seven percent) of Running Bills till accumulation of 10% of the Contract Price excluding GST.

8.3 Withholding of payments to Contractor and HCL's lien on money due to the Contractor

Payments may at any time be withheld or reduced if, in the opinion of HCL, the Contractor is not diligently and efficiently endeavoring to comply with the terms of the Contract or if the Contractor should fail to pay wages to his labour or for material.

HCL shall have a lien on all amount that may become due and payable to the Contractor under this Contract or transaction of any nature whatsoever between HCL and the Contractor and the Performance Security furnished by the Contractor under the Contract or any sum that may become due and payable to the Contractor till the Contractor pays and clears the claim immediately on demand.

8.4 Final Payment and Release

On Completion the Engineer-in-Charge will issue a Completion Certificate to the Contractor on the application of the Contractor after satisfying himself (Engineer-in-Charge) that the work has been completed in accordance with the contract documents and verifying from the following completion documents:

- (a) All surplus materials, rubbish, equipment etc are cleaned off the site completely.
- (b) The work has been measured,

- (c) All temporary works, labour and staff colonies/camp constructed are removed.
- (d) Performance Security, if any remaining after set-off by HCL of any amounts owned by the Contractor to HCL and which amounts not having been paid by the Contractor to HCL,
- (e) The Contractor will submit proof of depositing of provident fund i.e ECR challans for his employees engaged at Khetri Mine with the final bills failing which payment shall not be released

Material appropriation statement for the material, if issued by HCL for the Work and list of surplus material returned to HCL's stores duly supported by necessary documents. If the contractor fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expenses of the contractor remove such surplus materials and rubbish and dispose off the same as he thinks fit. The contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof. The Contractor, after obtaining the completion certificate, is eligible to present the final bill for the work executed by him under the terms of contract.

After the issue of Completion Certificate by the Engineer-in-Charge as aforesaid and on the particulars contained therein and after getting the final bill for the work executed by the contractor, HCL shall determine the total value of the Work done by the Contractor and after adjusting all sums paid to him already or due to HCL, and such further sums as HCL may require to reserve or retain under the terms of the Contract, release eighty percent (80%) of the final payment due to the Contractor subject to undertaking given by the contractor. The remaining twenty percent (20%) of the outstanding final payment shall be paid by the HCL within thirty (30) days after the expiry of the Period of Liability, provided that no set-offs are required to be made by HCL, during the Period of Liability, for remedying any work done by the Contractor under the Contract. Such final payment shall be made only when the Contractor furnishes to HCL an undertaking to the effect that Contractor has no further claim of whatever nature or description against HCL.

The Contractor should file no claim after final payment and HCL will not be liable to pay any money to the Contractor except as specifically provided for in the Contract. Acceptance by the Contractor of the final payment as aforesaid shall release HCL from all acts of omission and commission by HCL or by the Engineer-in-Charge.

8.5 Variation in Schedule Items

The Itemized quantities indicated in **Schedule V** are indicative and at this stage it is envisaged that variation may be within plus or minus (\pm) 5% for items mentioned in the Contract and the duration of the contract may be extended based on the variation on pro

rata basis target during the period of the contract. However the total variation shall not exceed (\pm) 5% of the Contract Price of the contract including open items.

8.6 Penalty

8.6.1 Time is essence of the contract. If the Successful Bidder fails to achieve at least 90% of the target of mine development (items mentioned in clause 1.3.6), they shall be liable to pay Penalty on Quarterly basis. Penalty shall be calculated in the manner specified below.

8.6.2 Penalty will be levied on the Contractor, and calculated in the following manner:

1. For target of mine development (Horizontal, Vertical Development, Decline Development, Stripping), Track laying & concreting and Long Hole drilling (as mentioned in clause 1.3.6), **shortfall in each item** will be calculated on quarterly basis. However, Engineer in Charge HCL may increase and communicate the target for the year in the beginning of year. No LD will be deducted on other schedule of quantities i.e. Sump excavation & Raise equipping.

Any shortfall in achievement of quarterly targeted mine development (Horizontal, Vertical Development, Decline Development, Stripping), Track laying & concreting and Long Hole drilling, that will be communicated by Engineer-in-Charge to the Successful Bidder after completion of the said 3 months will attract penalty as the shortfall will adversely affect mining programme of HCL. Penalty will be calculated based on the overall quantity executed in individual quarter. Failure to achieve the said target for any performance review period by the Successful Bidder shall make the contractor liable to pay a penalty from their running bills at the following rates:

Shortfall in Quarterly target	Rate of penalty
<i>Up to 10%</i>	<i>NIL</i>
<i>Above 10% but less than or equal to 20%</i>	<i>10 % of the shortfall value in Quarterly target</i>
<i>Above 20% but less than or equal to 40%</i>	<i>15 % of the shortfall value in Quarterly target</i>
<i>Above 40%</i>	<i>20 % of the shortfall value in Quarterly target</i>

Note: Shortfall value in quarterly target will be calculated on the Applicable payable Rate in the quarter throughout the contract period.

The penalty will be maximum of 10% of the awarded Contract Price (excluding GST).

- However, if there is shortfall in the achievement due to such circumstances, which are under the control of HCL/KCC, penalty will not be applicable & in that case, proportionate reduction in the monthly/quarterly target will be allowed.
 - Non-achievement of targets will, however, not attract any penalty in case the same is established due to force majeure conditions as stipulated under the contract.
 - HCL shall have the right to adjust the penalty which HCL may become entitled to from any amount payable by HCL to the contractor under the contract and in case no payment is due from HCL to the contractor, the contractor shall promptly and without demur or protest arrange remittance to HCL on demand.
 - A delay by the Successful Bidder in the performance of its obligations under the contract shall render the Successful Bidder liable to any or all of the following consequences: damage claim by HCL invoking of Security Deposit and/ or termination of the Contract making the Successful Bidder liable for all consequential damages suffered or sustained by HCL apart from the penalty.
3. Also, HCL shall reconcile measurement of work done at the end of each completed year, and excess amount of penalty on account of non-achieving quarterly target earlier, deducted earlier from the bills of the successful bidder on quarterly basis during the completed period of 1 year, shall be refunded to the successful bidder on achievement of 100% of the annual target.
 4. **Penalty for delay in start of work/mobilization/training** etc. beyond six months from the date of issue of Lol or Contract Agreement whichever is earlier, @ 10% of total monthly rate of the shortfall shall be levied on Successful Bidder on pro-rata basis. The Successful Bidder can start the work during mobilization period and claim their bills for payment. There will be no target in the mobilization period. The achievement of mobilization period will not be carried over to the achievement of first year or subsequent years. It is clarified that once penalty is levied for non-performance as above, then penalty for delay in mobilization will cease. Double penalty will not be deducted.

1. Salary & Wages of Successful Bidder Labour: Successful Bidder shall regularly pay the wages of its laborers. If the bidder fails to clear the dues (wages of its laborers), and the Company, HCL/KCC is forced by statute to pay them, a penalty of 24 % of dues paid to their labourers will be charged from the Successful Bidder's pending amount with HCL/KCC. If the default continues for 3 months consecutively, the Contract will be terminated and Wages & Statutory Payments to the labour of the

Successful Bidder will be paid by Principal Employer i.e. HCL/KCC, forfeiting Successful Bidder's any pending amount with HCL/KCC including Security Deposit.

8.7 Situation when Reduction not leviable:

The Contractor is not liable to Reduction, if such Reduction is triggered on account of following events:

- (i) delay in delivery of the Work Site or any part thereof by HCL,
- (ii) suspension of Works or part thereof by HCL or the Engineer-in-Charge, for reasons not attributable to the Contractor,
- (iii) Change of Scope Order
- (iv) Force Majeure
- (v) HCL Event of Default, and
- (vi) Any other event as may be expressly notified by HCL during the Contract Period.

8.8 Payments for Emergency Works

In the event the Contractor, having executed Emergency Works beyond the Works for which rate have been indicated against Scheduled Item, and such Works are not part of the work and due to the nature of work being an Emergency, a Change of Scope Order has not been issued, payments for such works shall be arrived based on mutual discussions between the Parties subject to recording of such jobs to be done in a specified time which is to be indicated.

8.9 Taxes and Duties

- (a) The Contractor agrees to and does hereby accepts full and exclusive liability for the payment of any and all taxes including Goods and Services Tax (GST) now or hereafter imposed, increased or modified, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government which are imposed with respect to or covered by the wages/salaries or other compensations paid to the persons employed by the Contractor. The Contractor shall be responsible for the compliance with all obligations and restrictions imposed by any applicable labour law or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all Contractor(s) if any, with all applicable Central, Municipal laws and regulations and requirements of any Central, State or local Government Agency or authority.

The statutory variation in taxes and duties shall be reimbursed / adjusted at actual on submission of proof of documentary evidence

(b) Taxes as applicable from time to time.

The rates at which Contract Price is arrived under **Schedule V** are excluding Goods and Services Tax (GST) which shall be reimbursed on production of Bill against which Input Credit can be taken.

The statutory variation in taxes and duties shall be reimbursed at actual on submission of proof of documentary evidence.

8.10 Tax deduction at source: Income Tax, Works Contract Tax or any other statutory tax will be deducted at the time of payment at the prevailing rate as applicable from time to time.

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

ARTICLE - 9

FORCE MAJEURE

9.1 Force Majeure Events

If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of war, act of hostility of public enemy, civil disruption or sabotage, fires, floods, explosions, epidemics, pandemics, 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. If the performance of the Contract is substantially prevented, hindered or delayed for a period of more than ninety (90) days on account of Force Majeure during the currency of the order, the parties will develop a mutually satisfactory solution. If the contract is terminated under this clause, HCL shall have liberty to take over from the contractor at a reasonable price, all unused, undamaged and acceptable materials, machinery, equipments, etc. at the site being used for the performance of the contract and in the possession of the contractor at the time of such termination of such portion thereof as HCL may deem it fit, except such materials, equipments, etc that the contractor may with the concurrence of HCL elect to retain. It is also understood in addition that this force Majeure clause will cover parties' inability to perform on account of change in law or imposition of rules or restrictions by the Government.

9.2 Foreclosure of Contract Full or in Part

If at any time after acceptance of the TENDER, HCL shall decide to foreclose or reduce the scope of the Works and hence not require the whole or any part of the Work to be carried out, the Engineer-in-Charge shall give 3 months notice in writing to that effect to the Contractor, provided that:

In the event, any such action is taken by HCL, the Contractor shall be paid full amount for the up to date quantum of Work executed at Work Site as per billing schedule under the relevant items of Work under this Contract and in addition, a reasonable amount as certified by the Engineer-in-Charge or any other agency appointed by HCL for those supplied items which could not be utilized for execution of the Work to the full extent because of the foreclosure.

ARTICLE - 10

MATERIAL BREACH AND SUSPENSION

10 MATERIAL BREACH AND SUSPENSION

- 10.1** If the Contractor shall be in Material Breach of this Contract, HCL shall be entitled in its sole discretion and without prejudice to its other rights and remedies under this Contract including its right of Termination hereunder, to (i) suspend all or any of the rights of the Contractor under this Contract including payment of Contract Price by HCL and (ii) exercise the rights of the Contractor under this Contract itself or authorize any other person to exercise the same during such suspension. Such suspension by HCL shall be by a communication in writing to the Contractor and shall be effective forthwith upon the issue thereof to the Contractor. Provided, however, that the period of such suspension under this Article shall not exceed one hundred and twenty (120) days.
- 10.2** Subject to Article 10.1 above, HCL shall have the right to utilize the proceeds of Contract Price and Performance Security for meeting the costs incurred by HCL to remedy and rectify the cause of such suspension and for defraying the maintenance expenses during such suspension period. Provided, however, that if the Contractor is making diligent efforts to remedy and rectify such cause, then HCL shall allow the Contractor reasonable time and opportunity for such remedy or rectification.
- 10.3** The suspension of the rights of the Contractor by HCL pursuant to Article 10.1 above shall be revoked by HCL forthwith upon the Contractor having remedied the Material Breach during such suspension period to the satisfaction of HCL unless in the meantime this Contract has been terminated by HCL in accordance with Article 12.
- 10.4** At any time during the period of suspension under this Article, the Contractor may in writing notify to HCL that it does not intend to cure the breach or default that had caused such suspension. Within seven (7) days of receipt of such notice, HCL shall terminate this Contract as if a Material Breach of this Contract had occurred on account of a Contractor Event of Default.

ARTICLE - 11

EVENTS OF DEFAULT AND TERMINATION

11.1 Events of Default

The following events shall be termed as Events of Default:

If the Contractor shall not execute the contract in the manner as stipulated in the Contract or if the Contractor or of it, in the opinion of the HCL:

- (a) Does not execute the contract in conformity with the provisions of the Contract, or
- (b) Substantially suspends any part of its execution for a period of fourteen (14) days without authority from HCL, or
- (c) Fails to carry on and execute the Contract to the satisfaction of HCL or
- (d) Commits or permits any other breach of any of the provisions of the Contract (on the part of the Contractor to be performed or observed) or persists in any of the above mentioned breach of the Contract for fourteen (14) days, after notice in writing shall have been given to the Contractor by the HCL requiring such breach to be remedied, or
- (e) Abandon the Work(s),or
- (f) During the continuance of the Contract, becomes bankrupt, makes any arrangement or composition with its creditors, or permits any execution to be levied or goes into liquidation other than for the purpose of amalgamation or reconstruction; or
- (g) Does not perform as per the agreed programme submitted by the Contractor.

11.2 Termination due to Events of Default

- (a) If HCL decides to terminate this Contract, it shall in the first instance issue Preliminary Notice to the Contractor. Within 15 days of receipt of the Preliminary Notice, the Contractor shall submit to HCL in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the “**Contractor's Proposal to Rectify**”). In case of non submission of the Contractor's Proposal to Rectify within the said period of fifteen (15) days, HCL shall be entitled to terminate this Contract by issuing Termination Notice, and to appropriate any Security, if subsisting.
- (b) If the Contractor's Proposal to Rectify is submitted within the period stipulated thereof, the Contractor shall have to its disposal a further period of fifteen (15) days to remedy / cure the underlying Event of Default. If, however it fails to remedy/cure the underlying Event of Default within the stated period, HCL shall be entitled to terminate this Contract, and to appropriate the Security, if subsisting.

11.3 Rights of HCL on Termination

- (a) HCL shall have the power to terminate the Contract and enter upon the Work(s) and take possession thereof and of the material, Temporary Works, Construction Plant, and stock thereon, and to revoke the Contractor's license to use the same, and to complete the Work(s) by its agents, other contractor or workmen, or to re-let the same upon any terms and to such other Persons as HCL in its absolute discretion may think proper to employ and for this purpose use or authorize the use of any material, Temporary Works, Construction Plant, equipment, stock etc. as aforesaid without making payment or allowance to the Contractor for the said material, other than such as may be certified in writing by the Engineer-in-Charge to be reasonable, and if HCL shall by reason of its taking possession of the Work(s) or of the Work(s) being completed by other contractor (due account being taken on any such extra work or Works which may be omitted) incur any extra cost then the amount of such excess as certified by the Engineer-in-Charge shall be deducted from any money which may be due for Work done by the Contractor under the Contract and not paid for and/or Performance Security. Any deficiency shall forthwith be made good and paid to HCL by the Contractor and HCL shall have power to sell in such manner and for such price as it may think fit, all or any of the Construction Plant, material etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of the proceeds of the sale.
- (b) The money that may have been due to the Contractor on account of Work executed by it shall not be payable to the Contractor before the expiry of six (6) calendar months reckoned from the date of Termination of the Contract or from the taking over the Work or part thereof by HCL as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such Work under the Contract will be exclusively with the Contractor and such money shall be subject to deduction of all amount due from the Contractor to HCL, whether under the terms of the Contract or otherwise, or required to be retained by HCL.
- (c) The rights and remedies of HCL as per this Article shall not constitute as limitation of Contractor's liabilities but shall be exclusive and in addition to any other rights and remedies provided under the Contract or by law for the time being in force.
- (d) Any waiver by HCL of any breach of the terms or conditions of the Contract shall not constitute a waiver of any subsequent breach of the same.
- (e) Any failure by HCL at any time or from time to time to enforce or require strict performance by the Contractor of any of the terms and conditions of the Contract, shall not constitute a waiver by HCL of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way or the right at any time to avail himself of such remedies as it may have for any such breach or breaches of such terms or conditions.
- (f) Failure to enforce any condition herein contained shall not operate as a waiver of the condition itself or any subsequent breaches thereof.

11.4 Rights of Parties

Notwithstanding anything to the contrary contained in this Contract, Termination pursuant to any of the provisions of this Contract shall be without prejudice to accrued rights of either Party including its right to claim and recover money, damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Contract, including without limitation those relating to Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

11.5 Termination:

HCL/KCC reserves its absolute right to terminate this contract or part thereof at any time without assigning any reason thereof and the party will have no claim whatsoever. In such a case, a suitable notice shall be sent to the supplier/Contractor for cancellation of the contract, in whole or in part, inter-alia, indicating the date with effect from which the termination will become effective.

11.6 De-scoping:

Contractor shall ensure that all the activities of the scope of work are completed within the time schedule submitted by them and approved by HCL. However, HCL may consider descoping of a part of the scope, in the interest of expediting the project. HCL shall give a notice of 10 days to the contractor to submit their plan for expediting the part of the project which is planned to be descoped. In case the plan submitted by the contractor is not satisfactory, HCL shall get the work done through any other Contractor at the risk and cost of the successful bidder.

11.7 Termination Payments

- 11.7.1** In the event, any such action is taken by HCL, the Contractor shall be paid full amount after deduction of dues (if any) for the up to date quantum of Work executed at Work Site as per billing schedule under the relevant items of Work under this Contract.

ARTICLE - 12

DIVESTMENT OF RIGHTS AND INTERESTS

12 DIVESTMENT OF RIGHTS AND INTERESTS

12.1 Upon Termination of this Contract, the Contractor shall comply with the following:

- a) notify to HCL forthwith the location and particulars of all Work Facilities;
- b) deliver forthwith actual or constructive possession of the Work Site and Work Facilities free and clear of all Encumbrances and execute such deeds, writings and documents as may be required by HCL for fully and effectively divesting the Contractor of all of the rights, title and interest of the Contractor in the Work Facilities free of any charge or cost to HCL; and
- c) comply with the divestment requirements set out in Article 12.2 below.

12.2 Upon Termination of this Contract, the Contractor shall comply and conform to the following Divestment Requirements in respect of the Work Facilities:

- (a) all Work Facilities including the equipment, roads, pavements, shall have been renewed and cured of all defects and deficiencies as necessary so that the Facilities are compliant with the Work Requirements set forth in this Contract;
- (b) the Contractor delivers relevant records and reports pertaining to the Work;
- (c) the Contractor executes such deeds of conveyance, documents and other writings as HCL may reasonably require to convey, divest and assign all the rights, title and interest of the Contractor in the Work Facilities free from all Encumbrances absolutely and free of any charge or tax unto HCL or its nominee; and
- (d) the Contractor complies with all other requirements as may be prescribed under Applicable Laws to complete the divestment and assignment of all the rights, title and interest of the Contractor in the Work free from all Encumbrances absolutely and free of any charge or tax to HCL or its nominee.

12.3 Not earlier than three (3) months before the expiry of the Contract Period but not later than thirty

(30) days before such expiry, or in the event of earlier Termination of this Contract, immediately upon but not later than fifteen (15) days from the date of issue of Termination Notice, the Engineer-in-Charge shall verify, in the presence of a representative of the Contractor, compliance by the Contractor with the divestment requirements in relation to the Work Facilities and, if required, cause appropriate Tests to be carried out at the Contractor's cost for determining the compliance therewith. If any shortcomings in the divestment requirements are found by either Party, it shall notify the other of the same and the Contractor shall rectify the same at its cost.

- 12.4** Upon the Contractor conforming to all divestment requirements and handing over actual or constructive possession of the Work Site to HCL or a person nominated by HCL in this regard, HCL shall issue a certificate (the “**Vesting Certificate**”) within one month of Contractor conforming to all divestment requirements and handing over actual or constructive possession of the Work Site and Work Facilities to HCL, which will have the effect of constituting evidence of divestment of all rights, title and lien in the Work Site and Work Facilities by the Contractor and their vesting in HCL pursuant hereto. Issue of the Vesting Certificate shall not be unreasonably withheld by HCL. The divestment of all rights, title and lien in the Work shall be deemed to be complete on the date when all the divestment requirements have been fulfilled and Vesting Certificate has been issued, it being expressly agreed that any defect or deficiency in any divestment requirement shall not in any manner be construed or interpreted as restricting the exercise of any rights by HCL or its nominee on or in respect of the Work on the footing as if all divestment requirements have been complied with by the Contractor.

ARTICLE - 13

MODE OF PAYMENT BY HCL

13.1 Mode of Payment

The Contractor hereby expressly authorizes HCL to make payment of Contract Price, Termination Payment, if any, and any other payment which becomes payable by HCL to the Contractor under this Contract directly to the credit of such bank account at _____, Designated Account), and/or to make/issue and deliver cheques, drafts or other instruments in respect of such payments in favour of a bank at _____ (Designated Bank).

Payment will be made through e-mode for which Bank Mandate Form, as given in **Schedule- VIII**, duly filled up has to be submitted by the successful bidder.

13.2 Valid Discharge

The Contractor hereby agrees, undertakes and confirms that;

- (a) the payment to the credit of the Designated Account or to the Designated Bank shall be made by HCL notwithstanding any instructions to the contrary issued or disputes raised by the Contractor.
- (b) any payment made in accordance with Article 13.2 (a) shall be valid and HCL shall, to the extent of the payment so made, be relieved and discharged of all its obligations in respect of such payments under this Contract. Provided no such discharge shall prejudice any claim which the Contractor may have against the Lenders.

ARTICLE - 14

DISPUTE RESOLUTION

14.1 Amicable Resolution

- (a) Save where expressly stated to the contrary in this Contract, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Contract including disputes, if any, with regard to any acts, decision or opinion of the Engineer-in-Charge and so notified in writing by either Party to the other (the "**Dispute**") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in part (b) below.
- (b) Either Party may require such Dispute to be referred to the work in charge of HCL and the Contractor for amicable settlement. Upon such reference, the two shall meet at the earliest as per their mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within fifteen (15) days of such meeting, either Party may refer the Dispute in accordance with the provisions of part (c) below.
- (c) In the event that any Dispute has not been resolved as per the provisions of (b) above, the same shall be referred to the director or a person of equivalent designation, of HCL and the Contractor for amicable settlement. Upon such reference, the two shall meet at the earliest as per their mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within fifteen (15) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Arbitration clause.

14.2 Arbitration

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, 1996 and any amendments thereof, 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 appointed by the mutual consent of the parties to the contract, who according to the Act, 1996 and any amendments thereof, will not stand in conflict of interest with any of the organizations. A declaration to the effect shall be submitted by the Arbitrator, to guarantee impartiality 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 appointment arbitrator in his place will be done by mutual consent of the Parties to the Contract, 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 1996 Act and any amendments thereof. 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 interpretation and application of the provisions of Contract between the Central Public Sector/Government Departments Organisations & HCL, such dispute or difference shall be taken by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPEOM no:4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018. The place of arbitration shall be New Delhi and the language to be used in Arbitration proceeding shall be English.

During the pendency of the Arbitration proceedings both the parties shall continue to perform their contractual obligations.

ARTICLE – 15

MISCELLANEOUS

15.1 Assignment and Charges

- (a) Subject to Articles 15.1 (b) and Article 15.1 (c) herein below, neither Party shall assign this Contract or the rights, benefits and obligations hereunder save and except with prior consent of the other Party.
- (b) Except as provided in Article 15.1 (c) herein below, the Contractor shall not create nor permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under this Contract except with prior consent in writing of HCL, which consent HCL shall be entitled to decline without assigning any reason whatsoever.
- (c) Restraint set forth in Article 15.1 (a) and Article 15.1 (b) above shall not apply to:
 - (i) liens/Encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Contractor;
 - (ii) mortgages/pledges/hypothecation of goods/assets other than Work Site, as security for indebtedness, in favour of the Lenders and working capital providers for the Work;
 - (iii) assignment of Contractor's rights and benefits under this Contract to or in favour of the Lenders as security for financial assistance provided by them.

15.1 Indemnity

- (a) The Contractor shall at all times, indemnify and keep HCL and the Engineer-in-Charge indemnified against any claim and hold them harmless from any and all liabilities for death, bodily injury and/or damages resulting from or arising out of or in any way connected with the operations covered by the Contract. The Contractor shall be responsible for all risks arising in connection with or on account of the operations covered under the Contract and it shall make good all losses and damages arising there from. In case HCL or the Engineer-in-Charge incurs any cost, expense or loss on account of any claim, demand or cause of action brought against them and arising out of the operations covered by the Contract, HCL shall recover such cost, expense or loss from the Contractor. HCL shall have power, without being bound to do so, to defend, contest or compromise any such claim, demand or cause of action and any amount that may become payable by HCL and any expense that may be incurred by HCL in this behalf, shall also be recoverable from the Contractor.

The Contractor shall, at all times, indemnify and keep indemnified HCL and the Engineer-in-Charge and hold them harmless against any claim or demand which may be made, arising out of any use of existing patents, or alleged infringement of such patent or of other

patent rights committed by the Contractor in carrying out the operations covered by the Contract and against all liabilities in respect thereof, and against all acts, suit proceedings, claim, cost and expense whatsoever, which may be lodged against or incurred and become payable by HCL in respect thereof.

15.2 Governing Law and Jurisdiction

This Contract shall be governed by the laws of India. The courts at Khetri, Rajasthan, India shall have jurisdiction over all matters arising out of or relating to this Contract.

15.3 Waiver

- (a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Contract:
 - (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Contract;
 - (ii) shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
 - (iii) shall not affect the validity or enforceability of this Contract in any manner.
- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Contract.

15.4 Survival

Termination of this Contract shall not relieve the Contractor or HCL of any obligations except as otherwise provided in this Contract or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

15.5 Confidentiality

The Contractor shall at all time keep confidential all oral and written information relating directly or indirectly to the Work; either disclosed to the Contractor by/or on behalf of HCL; or acquired by the Contractor during the course of performance of the Contract. The Confidential Information shall be held in strict confidence and used only for purposes of this Contract. The Contractor shall not disclose such information to any third party without HCL's prior written approval. If the Contractor is required to disclose any confidential information by operation of law, the Contractor shall notify HCL immediately and shall cooperate in seeking a reasonable protective order. Any contravention of the provision of this Article will tantamount to breach of the Contract.

15.6 No Third Party Rights

This Contract and all rights hereunder are intended for the sole benefit of the Parties hereto and, to the extent expressly provided in this Contract, for the benefit of the Lenders and, except as set forth in the Contract, it shall not imply or create any rights on the part of, or obligations to, any other entity or individual.

15.7 Amendments

This Contract and the schedules together constitute a complete and exclusive understanding of the terms of the Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

15.8 Notices

Unless otherwise stated, notices to be given under this Contract including but not limited to a notice of waiver of any term, breach of any term of this Contract and Termination of this Contract, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to HCL

If to the Contractor

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

15.9 Severability

If for any reason whatsoever any provision of this Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability

of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Contract or otherwise.

15.10 No Partnership

Nothing contained in this Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

15.11 Language

All notices required to be given under this Contract and all communications, documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English language.

15.12 Exclusion of Implied Warranties etc.

This Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

15.13 Counterparts

This Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Contract but shall together constitute one and only the Contract.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED
THIS CONTRACT AS OF THE DATE FIRST ABOVEWRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of HCL by:

For and on behalf of CONTRACTOR by:

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Seal:

Seal:

In the presence of:

In the presence of:

1)

1)

SCHEDULE - I

ENGINEER IN CHARGE

PART A - RIGHTS AND OBLIGATIONS OF ENGINEER-IN-CHARGE

Engineer-in-Charge shall be the officer as may be designated, deputed or authorized, by HCL for the purpose of the Work with the following rights and obligations:

1. Co-ordination with the various agencies/ contractors engaged in the Work Site and ensures minimum interference among such agencies/contractor.
2. Ensure exchange of technical information with the Contractor in order to complete the Work economically with full efficiency.
3. Ensure smooth sharing of certain facilities, if any, among various contractors, interse.
4. Take cognizance of changes (leave/travel) in Work Managers or other key personnel of the Contractor.
5. In case of emergency/ contingency situations, execute work which are under scope of Contractor and the Contractor is unwilling or unable to execute the same
6. Review and record daily progress reports (containing details of progress of execution of the work, resources deployed, etc) prepared by Contractor.
7. Issue necessary instructions for Work for which specifications/ drawings have not been prescribed or issued by HCL. The instructions shall include execution of all details which shall cover incidental works whether temporary or permanent, which must evidently, required by reasons of the nature of the Works included in the Contract and are to be carried out by the Contractor in all respect.
8. Review and approve drawings, prints, articles, machinery or fabricated materials of work entering into or forming part of the permanent construction prepared by the Contractor, specifications/ details of which are not provided by HCL in advance.
9. Direct the Contractor to repair or replace the materials in case the same was issued by HCL and has been damaged or lost by the Contractor.
10. In case of delay in execution of Work by Contractor on account of non-procurement of certain material, issue such materials if available with HCL at the risk and cost of the Contractor.
11. Authorize the Contractor for the utility of materials for manufacturing the items which can be obtained from manufacturer in finished form.
12. Issue necessary directions to Contractor for execution of an indemnity bond in the prescribed form for the safe custody and accounting of the all materials issued by HCL.
13. Inspection of the materials used by the Contractor during the work process in the Work

Site.

14. For the fabrication of the items required for the work, issue prior permission to remove the materials (in case of damage or waste).
15. During the transportation of the materials to the Work Site of erection, issue instructions prior to their actual erection and ensure that the things are not left lying around indefinitely.
16. Ensure that the staff employed by Contractor are as per the technical proposal of the Contractor and have valued qualifications and are efficient to perform the work
17. Periodically reviewing on time to time basis the attendance of a Work Manager or a contactor in the site of the work.
18. Take decision on the strata whether the ground qualifies to be termed as “bad ground”, and if the ground is liable to be termed as such, then have discussions with Contractor to finalize the minimum over break.
19. Approving and ensuring the levels and alignment of grouting below base plates.
20. Testing, commissioning and approving the machinery and equipments during installation and assembling in the company.
21. Provide guidance to Contractor, in case of erection of fencing and barricades during execution of the work.
22. Enjoy accessibility of the records of all pours showing dates, quantities, locations, weather, and temperature conditions, a tabulation of the code numbers of all test cylinders cast and the result of all slump tests.
23. Issue written approval in case of proposal from Contractor for use of any kind of additives.
24. On routine basis measurement and inspection of the lines and grades for the better and accurate result.
25. Check and approve all lines, levels, benches and gradients
26. If required, direct removal of survey stations

PART B - Power of the Engineer-in-Charge to Order Suspension of Work:

The Engineer-in-Charge may, as he deems fit, by giving directions in writing and without invalidating the Contract, order the Contractor to suspend the Work or any part hereof for such time and for such reasons, as he may consider necessary. The Contractor shall not, after such directions to suspend the Work or any part thereof has been given, proceed with the Work or part thereof until he receives a written order from the Engineer-in-Charge to do so. In the event of such suspension, the Employer may, under the provision of the Contract, extend the time for Completion of the Work or part

thereof by such period as it may consider reasonable, provided the suspension is not due to violation of regulations by Contractor. The decision of the Employer in the matter shall be final and binding on the Contractor.

The Work or any part thereof shall not be suspended by the Contractor in any circumstance without prior knowledge and approval of the Engineer-in-Charge excepting accident(s) involving loss of life or serious bodily injury. If the Contractor proposes to suspend the Work or any part thereof, he should report to the Engineer-in-Charge furnishing the reasons necessitating such suspension(s) of Work in detail, and should obtain his prior written order before such suspension(s).

If it appears to the Engineer-in-Charge that any Work has been executed with unsound, imperfect or unskillful workmanship or with material or articles of unsound or of a quality inferior to the requirement of the Contract, the Contractor shall on order in writing from the Engineer-in-Charge, rectify or remove and reconstruct the Work forthwith so specified in whole or in part as the case may be, remove the material or articles at his own cost notwithstanding that the same may have been passed, certified and paid for. In the event of his failing to do so within a period as specified by the Engineer-in-Charge in his aforesaid order then the Engineer-in-Charge may rectify, remove, reconstruct and/or re-execute the Work or remove and replace with other material or articles as the case may be at the risk and cost of the Contractor.

Inspection of work:

1. The Engineer-in-Charge/Mines Manager or his representative which includes HCL's Surveyor and his staff, will have full power and authority to inspect the work at any time wherever work is in progress either on the site or at the Successful Bidder's premises/workshop wherever situated, premises/ workshops of any person, firm or corporation where work in connection with the Contract may be in hand or where material are being or are to be supplied and the Successful Bidder shall afford or procure for the Engineer-in-charge or his representative every facility and assistance to carry out such inspection. The Successful Bidder shall at all time during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his representative to visit the works shall have been given to the Successful Bidder, either himself be present to receive orders and instructions or have a responsible officer duly accredited in written be present for the purpose.
2. No material shall be dispatched from the Successful Bidder's stores before obtaining the approval in writing of the Engineer-in-charge. The Successful Bidder is to provide at all times during the progress of work and the maintenance period proper means of access with ladder, gangways, etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the work by the Engineer-in-charge.

The Successful Bidder shall make available to the Engineer-in-Charge or his representative which includes HCL's Surveyor and his staff, free of cost all necessary instrument and assistance in checking or setting out of works and in checking of any works made by the Successful Bidder for the purpose of setting out and taking measurement of work.

SCHEDULE - II

CONDITIONS FOR EMPLOYMENT OF LABOUR

1. The Successful Bidder shall intimate the number of persons likely to be engaged by him for the performance of the contract to the Engineer-in-charge of HCL.
2. The Contractor shall carry out its operations in strict compliance of its obligations under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and various notifications issued from time to time under the act. The Successful Bidder will not start the work and payment will not be released unless he obtained the license required under the Contract Labour (Regulations and Abolition) Act 1970 and Rules framed there under.
3. The workers engaged by the Contractor shall be on its roll. The Contractor shall ensure that all labour engaged by the Contractor, whose assistance the Contractor has taken with prior written approval of HCL, shall be properly trained and qualified craft persons. The Contractor shall pay all their wages, other dues and benefits and shall abide by the Applicable Laws relating to employment of labour like Payment of Wages Act, Minimum Wages Act, Workmen's Compensation Act, Contract Labour (Abolition and Regulation) Act, and Workmen's Health Insurance etc.
4. The Contractor shall maintain all records required under the Applicable Laws relating to employment of workers in general and to Mine workers. HCL shall have the right to inspect all such records and the Contractor shall have the obligation to rectify all omissions and commissions relating to these records.
5. The Contractor shall, at its cost provide all facilities including medical facilities, canteen, training centre, recreation facilities etc. as may be required by the Applicable Laws or otherwise.
6. For employment of skilled/semi skilled/unskilled labour the Contractor will give preference to local people.
7. When so required by HCL, the Contractor shall furnish certificate of qualifications and experience of all workers employed by the Contractor, whose assistance it has sought with the prior written approval of HCL, and HCL, if so required by law, retain these certificates in its custody.

8. Social Security Acts:

A. Deduction of P.F., Family Pension & E.C. Act. Etc.

The Contractor shall comply with the provision of Employee Provident Fund and Miscellaneous Provision Act, 1952 and schemes and rules etc, framed there under and Employee Compensation Act 1923, and the rules etc., framed there under and all other

laws of the land application to the employees of the Contractor.

Those who fail to deposit the EPF with in stipulated period can be penalized under provision of Employee Provident Fund Act, 1952. Contractors those who have their own PF Establishment Code shall submit the Copy of ECR challan as a proof of Depositing PF & Pension fund etc. to the respective RPFC along with Form 6A & 3A for the last Financial Year. The Contractor must submit Form 6A & 3A for the current financial year with in the stipulated period and SD will be released only after receipt of copy of Form 6A & 3A. In the event of failure on the part of the Contractor to deposit provident fund and pension fund, the company shall recover the same from the bills of the Contractor together with any other charges/penalty leviable for the said default of the Contractor.

The Contractor shall at all times indemnify the company against all claims, damages, compensation etc. that might be paid or become payable by the company under the said Employees Provident Fund and Miscellaneous Provision Act, 1952 and Employee's Compensation Act 1923 and all other labour, industrial and other laws of the land applicable to the employees engaged by the Contractor. Before commencement of the work, the Contractor must submit the copy of insurance covered under Employee's Compensation Act, 1923 of his labours going to be deputed under this Work Order in Human Resource Deptt., and then only they will be allowed to start the work.

B. Wages to the Labour:

Party will abide by laws with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970 etc. and also provisions of any other law as may be applicable from time to time. Wages of any kind i.e. Salary, Over Time, Bonus, and Advance or on any other account whatever shall be paid, through bank account only. Cash payment will not be allowed in any circumstance whatever the reason there maybe.

SCHEDULE - III

CONDITION FOR ENVIRONMENT, HEALTH & SAFETY MANAGEMENT

1. Environment, Health and Safety Management

During the entire Contract Period, the Contractor shall observe and abide by the general guidelines and specific guidelines on environment, health and safety applicable to mining works in accordance with Applicable Laws and Good Industry Practices.

2. Environment

- 2.1 During the entire Contract Period, the Contractor's men and equipment shall conform to the provisions of all directions and orders issued by HCL in respect of environment protection.
- 2.2 The Contractor shall abide by and perform all Works in accordance with all applicable environmental laws, regulations and permits in force.
- 2.3 If after the execution of this Contract, any change in the Work or additional work is required due to new environmental laws and regulations not previously applicable to the Work, the Contractor and HCL shall agree upon the changes required and Additional Cost, if any. An addendum to the Contract will be executed incorporating the required changes and additional price, if any.

3. Safety

- 3.1 The Contractor shall, at all times, exercise all reasonable precautions for the safety of its personnel and employees/workers in the performance of its obligations under the Contract and shall comply with all lawful instructions of HCL and/or DGMS or other authority relating to safety in general and in particular to the safety of the Mine and its operations and safety of all persons engaged in the Mine and shall abide by all applicable provisions of the safety laws drawn up by the DGMS, GOR or GOI or municipalities and other authorities in India and shall provide all facilities and gadgets required for the purpose. Any compensation to be paid to the workers/employees or others on any account including failure to observe safety laws shall be the responsibility of the Contractor. In case of non-compliance by the successful bidder, the same may be provided by HCL at the successful bidder's cost.
- 3.2 The contractor shall be responsible for implementation of safety rules as per good industry practices and applicable laws and directions of DGMS.
- 3.3 Special precautions should be taken while deploying workers in the mine. Before employing any labour to the mine proper vocational training should be imparted and all rules and regulations in that regard should be strictly followed and shall ensure that:

- 3.3.1 No person/vehicle shall be deployed at any place other than authorized place.
- 3.3.2 All workers should obey lawful instructions of mine management.
- 3.3.3 All drivers shall obey systematic traffic rules prepared by management.
- 3.4 Before deployment of the workers, they must be trained and briefed about safety aspects in a mine. However during course of execution of the work, if any accident occurs whether major or minor, the matter shall have to be immediately informed to mine management so that Notices of accidents in accordance of the Mines Act 1952 and the rules and regulations framed under the Mines Act and other relevant laws.
- 4. Supervision of the work by the Successful Bidder and the Successful Bidder's agent and his supervising staff at the worksite:
 - a) Development of Khetri Copper Mine to be outsourced is statutorily under the control of Mine Manager and Agent of the Khetri Copper Mine.
 - b) Regarding statutory supervision, the Successful Bidder and HCL management shall frame out a policy to comply with the provisions of MMR. However, for execution, supervision and control of the Contract, Successful Bidder shall deploy statutory qualified supervisors and officials experienced in the field of Metal Mining in all the three shifts of operation.
 - c) The Successful Bidder shall name and depute a qualified person having sufficient experience in carrying out work of similar nature, which the instructions for work are given.
 - d) The Successful Bidder shall keep at all time on the work site while the work is in progress, a properly qualified and competent Project Manager possessing First Class Manager's competency Certificate (Metal – Unrestricted), duly authorized and empowered to act for him and to receive on his behalf all such notices and communications as the company and/or the Engineer-in-charge may wish to issue from time to time. From the moment the Project Manager so appointed takes charge of the work, such notices and communications shall operate as if the Successful Bidder himself had received them and all act done by Project Manager shall be "*quit facit per aliumperse*", which means "he who does through another does by himself". The act of Project Manager is the act of the Successful Bidder, as binding as if done by the Successful Bidder himself, notwithstanding absence of formal authority or definite instructions from the Successful Bidder to the said Project Manager or any purported restrictions or powers or limitations of authority imposed by the Successful Bidder. It shall be open to the company to enforce replacement of the Project Manager and/or any other employees of the Successful Bidder in the event that the Engineer-in-charge/ Mine Manager deems the Project Manager or any other

employee to be incompetent or otherwise unacceptable at any time. The Project Manager shall arrange for receipt of material, supplies and equipment as per terms and conditions of the Contract.

e) The Successful Bidder is expected to employ only Indian Nationals.

5. Fire Prevention

The Contractor shall take all reasonable precautions to prevent break out of fire of any nature in the place or in the vicinity of the Mining Facilities. The Contractor shall be responsible for all damages due to fire directly or indirectly attributable to its activities or of its workers/employees. The Contractor shall have to provide a suitable, reliable and adequate fire fighting system by way of water pipeline with fire fighting hydrant points at various strategic locations in the Mining Facilities especially in underground. In addition to this, fire extinguishers of different types such as CO₂ type, foam type, dry chemical powder type and soda-acid type, suitable for industrial use shall be provided at different required locations. Fire hydrants and fire fighting facilities shall also be provided at vulnerable points like workshops, fuelling facilities, mine offices etc. within the Work Site. The Contractor shall prepare a plan for this purpose, obtain the approval of HCL and shall implement the plan, after such modifications/ additions as HCL may prescribe. The fire fighting plan should comply with all Applicable Laws and the Contractor shall obtain necessary approvals from the statutory authorities.

6. Sanitary and Medical Requirements

The Contractor shall promptly and fully comply with the Applicable Laws and provide sanitary and medical requirements, or as may be prescribed by HCL or by Engineer-in-Charge for proper work, safety and health of the workers/employees and of the local communities. In case of such non-compliance of the Contractor, the same may be provided by the Engineer-in-charge at the Contractor's cost.

7. Cleanliness

All portions of the work shall be maintained and kept neat, clean and proper sanitary conditions shall be maintained at all time.

8. First Aid

The Contractor shall keep first aid facilities and provisions as required under Applicable Laws at the work site. Ambulance at site shall be made available for at all times at bidders cost.

9. Protection of Work

The Contractor and its workmen shall protect the work, excavations, equipment existing installation and material belonging to the Contractor and HCL from damage until the issuance of Completion Certificate to the satisfaction of the Engineer-in-Charge. Should

any damage occur, due to negligence of the Contractor he shall repair it at his own cost, to the satisfaction of the Engineer-in-Charge.

10. Drinking Water

The Contractor shall make necessary arrangements for sufficient supply of cool and wholesome drinking water as per the provisions of Applicable Law.

11. Conservancy

The Contractor shall make necessary arrangements urinals and latrines at the Work Site in accordance with the Mines Act and rules thereto.

12. Work Hours

The Contractor shall comply with the requirements of the work hours and wages as prescribed by the Mines Act and rules thereto. Shift timings of Khetri Copper Mine need to be followed. The persons of Successful Bidder shall be abiding by the rules of 'Time Office' of the Khetri Mine registering 'in' and 'out' attendances as per the statute.

Stope blasting in the Mine is carried out at the end of first shift i.e. at 4.00 PM. During this time no person is allowed to remain in underground.

SCHEDULE - IV

SUPPLIES FROM HCL

HCL shall provide following material, equipment, article etc. free of any charge unless otherwise mentioned to the Successful Bidder to perform the work awarded under this contract.

1. Office building near the entrance at surface as available.
2. **Electric Power:** HCL shall provide power connection on chargeable basis to the Successful Bidder for usage on surface as well as underground on the following manner -
 - i) For underground, the electricity will be supplied from HCL's nearby underground substation distributed at 415 volt \pm 10%, 50Hz \pm 5%. Further transmission of the power supply will be responsibility of the Successful Bidder.
 - ii) Power for any surface installation, office, buildings, workshop for any use shall be drawn from the nearest substation by the Successful Bidder at his own cost.
 - ii) Power shall be provided by HCL to the successful bidder on chargeable basis. Provision of meter with calibration from NABL accredited laboratory once in every 6 months shall be under the scope of successful bidder.

Electricity Rate: Rs 7.081 per KWH, Electricity Duty: Rs,0.40 per KWH, Water Cess:Rs,0.10 per KWH, variable charge: approximately Rs. 0.69 per KWH. These rates are indicative and electricity billing will be as per actual during the tenure of the contract + 5% overhead of actual electricity consumption.

3. Compressed air.

- i) The Company shall supply compressed air within 25 meters from work starting point in each level at 5 Kg per sq cm pressure for operating pneumatic equipment. Further transmission of compressed air shall be the responsibility of the Successful Bidder. After completion of the contract, the Successful Bidder shall keep the compressed air line and water pipe lines remain there.
- ii) Under no circumstances leakages in the compressed air supply line shall be permitted. No misuse/ abuse of compressed air shall be permitted.

4. **Explosives and detonators:** The Consumption of explosive shall be restricted to 3.57 kg per cum of excavation for horizontal/decline/stripping development and 10.0 Kg per cum of excavation for Vertical development. Any consumption in excess to the above quantity shall attract penalty, which shall be actual value of the total purchase cost of excess consumption including overheads (maximum 10%). Detonators will be supplied as per the drilling pattern. The drill pattern used is Parallel hole cut. Explosive and detonator shall be issued at magazine of the mine. It will be the responsibility of Successful Bidder to transport the explosive from the magazine to site and return

unused explosive to the magazine. Reserve station facility at each main level shall be prepared and maintained by the Successful Bidder.

Explosives also include Ammonium Nitrate Fuel Oil (ANFO) which will also be issued by HCL. The mixing of Ammonium Nitrate and Fuel Oil (High Speed Diesel) will be done at mixing shed by the persons of the successful bidder. The persons involved in mixing, handling and transportation of ANFO will be duly authorized by Mines Manger. For every 100 kg of Ammonium Nitrate 7 Litres of Fuel Oil will be issued by HCL. However in case of excess consumption of ANFO above norms shall attract penalty which shall be actual value of the total purchase cost of excess consumption of both Ammonium Nitrate and Fuel Oil including over heads (maximum 10%)

Explosive consumption as per the above norm of consumption shall be reconciled quarterly and 10% variation will be admissible till final reconciliation is done after completion of the total work. Final reconciliation of explosive consumption as per the norm of consumption shall be done at time of final payment.

The Successful Bidder has to provide the annual requirement of explosives in advance of 6 months to initiate procurement action.

5. **Rail Track Line:** Used or new 60 lbs / 60 R Rail track line / Rail Crossing shall be provided by the Company for track laying/ track repairing. Procurement of all other accessories along with tool & tackles required for track laying shall be the responsibility of the Successful Bidder.
6. **Drilling water** will be supplied at work starting point (within 25 m). Company shall provide adequate water for operation at one starting point in the working area. Further transmission of water shall be the responsibility of bidder.
7. **Diesel:** For Mine development work, as per company norms (0.56 litres per tonne of Ore/waste transported). In case if average lead over a period of 3 months is more than 500 metre, diesel norms shall be reviewed. For handling of muck (Ore/ Waste) in decline the diesel consumption norm shall be 0.83 litres per tonne for one level up (60 metre app.) dumping including decline and horizontal distance. For handling of muck (ore/waste) in decline the diesel consumption norm shall be 1.66 litres per tonne for two level up dumping including decline and horizontal distance and so. Any consumption in excess of the above quantity of HSD shall attract penalty, which will be deducted from the monthly bill of the successful Bidder for the value of total excess consumption of HSD including overheads (Max. 10%).

Low Sulphur Diesel shall be provided by HCL at surface filling station near KCC main gate. Further transportation of diesel to belowground via service shaft shall be the responsibility of the successful bidder. Compliance of all statutory requirements including DGMS circular No-1 of 2018 for transportation, storage and filling of diesel oil belowground shall be the responsibility of successful bidder without any additional payment in this regard.

8. **Infrastructure:** HCL will be sharing its existing infrastructure with the Successful Bidder on a "as-is where is basis" at no cost to HCL. In case of any modifications, upgrades etc that need to be carried out by HCL, HCL will charge the entire amount with additional administrative expenses of 10% to the Successful Bidder.
9. Regarding site office etc., HCL may provide, on 'as is where is' basis, the required facilities for the Successful Bidder. Office buildings at site will be provided free of charges. The Successful Bidder has to develop rest of its infrastructure at its own cost.
10. Housing: Residential buildings will be charged a monthly license fee and a refundable, interest free security deposit. Besides that, the Successful Bidder will also have to bear a maintenance fee charged at 10% of license fee, electricity charges at actual and nominal water charges of Rs 50/month/house.
The rent levied is on par with that paid by HCL employees. As and when HCL revises these rates, the same will be applicable to the Successful Bidder as well.
The buildings and other facilities are to be maintained properly by the Successful Bidder to the satisfaction of HCL.
11. Explosive Magazines: HCL will provide the explosive required to execute the job from current magazine to the Successful Bidder as per Statute. However the transportation of explosive from explosive magazine to site will be responsibility of the Successful Bidder only.
12. The Service Shaft at Khetri Mine can be shared for man-winding & material/explosive movement.

SCHEDULE - V

Schedule of items and Rates as per Contract Price

As given in Appendix X

SCHEDULE - VI

ESCALATION

Rate of Items as per Contract Price for all items mentioned in Price Bid shall remain firm during the entire contract period. However, suitable compensation will be provided for variation in rate of the following items to be calculated in manner given in formula below:

$$1) \text{ Labour Escalation} = \frac{\text{VWD} * (\text{L}_2 - \text{L}_1)}{\text{L}_1} * 0.30$$

Where:

L_1 = Minimum wages of Unskilled labour in non-coal mines (below ground) for schedule employment as per Central Govt., as on the last date of submission of tender.

L_2 = Minimum wages of Unskilled labour in non-coal mines (below ground) for schedule employment as per Central Govt., on the first day of the quarter under review.

VWD = Value of the work done in the quarter under review excluding the amount for supplies and design & engineering.

$$2) \text{ Material Escalation} = \frac{\text{VWD} * (\text{M}_2 - \text{M}_1)}{\text{M}_1} * 0.20$$

Where:

M_1 = All India Wholesale Price Index as published by the RBI Bulletin (New Series) (Base 2011-12 = 100) of all commodities as on the month of Tender submission.

M_2 = All India Wholesale Price Index as published by the RBI Bulletin (New Series) (Base 2011-12 = 100) of all commodities as on the quarter under review.

VWD = Value of the work done in the quarter under review excluding the amount for supplies and design & engineering.

Revised rate for the quarter under review = Rate of Items as per Contract Price + changes due to Labour escalation (i) + changes due to change in All India Wholesale Price Index of all commodities (ii).

Escalation, will not be applicable on the quantity executed against target of the specific quarter. The quantity executed in any quarter will be summation of shortfall quantity of preceding quarters and quantity executed against target of the specific quarter. The Schedule VI, i.e. Escalation on

shortfall quantity in preceding any quarter, will be applicable based on index of that specific preceding quarter.

The escalation is also applicable to the open items.

Example:

Sl	Quarter	Target	Achievement	Shortfall on account of Contractor	Shortfall on account of HCL
1	Qn	56250	45000	7250	4000
2	Qn+1	56250	48000	8000	250

In 2nd quarter, Total Achievement quantity 48000 unit is to be divided into two parts, i.e. shortfall on account of Contractor in the preceding quarter + rest will be quantity executed in the 2nd quarter.

In 2nd quarter, Schedule VI, i.e. Escalation will be calculated based on 1st quarter for the shortfall on account of Contractor in the 1st quarter. For rest portion, escalation will be calculated based on 2nd quarter index as given in the Schedule VI. This process will continue for the entire contract period, if there is increase in price. If the price is decreased, Escalation formula will be applicable for the entire quantity in the quarter.

NOTE:

- i. The compensation for escalation shall be worked out on quarterly basis on the first day of every month.
- ii. Documentary evidence regarding increase in All India Wholesale Price Index of all commodities will also have to be submitted by the successful contractor for claiming escalation.
- iii. If the contract is to be extended beyond the stipulated period for completion of the work due to fault on part of the contractor, escalation on prices/wages will not be allowed. In such case, the rate with escalation as applicable prior to commencement of the extended period shall be paid to the contractor during the extended period of the contract. However, if the delay in the completion of work by the contractor is due to HCL's fault, escalation on prices/wages will be allowed during the extended period.

SCHEDULE – VII
PERFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT
(ON NON-JUDICIAL STAMP-PAPER OF APPROPRIATE VALUE)

To,

Hindustan Copper Limited,
“Tamra Bhawan”
1, Ashutosh Chowdhury Avenue, Kolkata – 700 019

Dear Sir,

M/s upon being awarded the work of at Khetri Copper Mine under tender/LOI/Work Order No. approached us with the request to furnish Hindustan Copper Limited at Corporate Office, Kolkata a Bank Guarantee for Rs. only (Rupees only) towards Security deposit. At their request and in consideration of the promises we----- have agreed to give guarantee as hereinafter mentioned.

1. We hereby agree and undertake that if in your opinion any default is made by the said M/s..... in performing any of the terms and/or conditions of the agreement or if in your opinion he commits any breach of agreement or there is any demand by you against the said M/s. then on notice to us by you we shall on demand without demur and without reference to the said M/s. immediately pay to you, in any manner in which you may direct, the said amount of Rs. only (Rupees only) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against the said M/s. and we shall be liable to pay the aforesaid amount as and when demanded by you merely on a claim being raised by you and even before any legal proceedings are taken against the said M/s......
2. You will have full liberty without reference to us and without affecting this guarantee. Postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s. and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s. which under law relating to sureties would but for the provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. only (Rupees from Us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. Our guarantee herein contained shall not be determined or affected by the liquidation or winding up of dissolution or change or constitution or in solvency of the said M/s.

----- but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liability or liabilities.

5. Our liability under this guarantee is restricted to Rs. -----only (Rupees-----

----- only). Our guarantee shall be valid up to ----- and we are liable to pay the guaranteed amount or any part thereof under the Bank Guarantee only and only if you serve upon us acclaim or demand or a suit/action to enforce acclaim under guarantee is filed against us on or before

-----.

6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the power of attorney dated-----

----- granted to him by the Bank.

Yours faithfully,

----- Bank

(Signature of a person duly authorized to sign on behalf of the Bank).

SCHEDULE -VIII

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET & RBI

To

Hindustan Copper Limited,

.....

..... Dear Sir,

Sub: Authorization for release of payment due from HCL, ----- through
Electronic fund transfer (RBI-EFT)/ Internet /RTGS.

Refer Work Order No.....

dated.....

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of the Party :

2. Address of the Party :.....

.....

City:.....Pin

Code..... E-mail Id:.....

Permanent Account Number:.....

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No			
(9 Digits code number appearing on the MICR Band of the Cheque supplied by the Bank. Please attach Xerox copy of a Cheque of your bank for ensuring accuracy of the Bank name, Branch name and Code number)			
Account Type	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book)			
RTGS/IFSC Code			

4. Date from which the mandate should be effective:

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold Hindustan Copper Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RBIEFT/Internet/RTGS.

Place:

Date: Signature of the Party/Authorized Signatory

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp:

Date: (Signature of the Authorized Official from the Banks)

N.B.: RTGS / NEFT charges, if any, shall be borne by the party.

Schedule IX

Statutory Dues

1. **CONTRACT LABOUR (R&A) ACT“ 1970** The successful bidder is required to obtain Labour License under Section 12 of the Contract Labour (Regulation and Abolition) Act 1970 read with Rule-21 of the Contract Labour (Regulation and Abolition) Central Rule, 1971 and submit the same to Engineer In-charge or his authorized representative valid from date of work till the end of the work period. It will be the successful bidder's responsibility to pay the wages/salaries to its employees on the payment date fixed as per their own standing order and in absence thereof the standing order of the concerned mines.
2. **MV ACT:**
 - a. The successful bidder shall follow the M.V. Act during process of transport in the mines premises. The valid license in respect of drivers of vehicle shall be produced for verification by Engineer In-charge or his authorized representative as and when required. The successful bidder is further required to register itself with concerned Transport Authority as a Transporting agent.
 - b. Any other Act, Rules, Legislation does not specifically mentioned here shall be complied with by the successful bidder if it is required to be complied with by HCL/ successful bidder.
3. **WORKMEN'S COMPENSATION ACT:** The successful bidder shall report occurrence of all accidents of their employees arising in the course of the work and shall effect payment of compensation as per the Workmen's Compensation Act, 1923 as amended from time to time within the prescribed time limit. In case of any accidents the successful bidder must immediately bring it to the notice of the Manager in writing, who will send, necessary notice to the concerned authorities within 24 hrs. of accident. In the event of successful bidder's failure to pay/deposit with the Commissioner, the amount of compensation payable under the Workmen's Compensation Act, 1923, HCL shall have the right to set apart the relevant amount from pending bills or other assets of the successful bidder with them for due settlement of the claim arising under the said Act and Rules at their own discretion and the successful bidder shall bear the full responsibility in this behalf. In case the successful bidder fails to report after occurrence of accident within 2 hours, then the non- reporting will be taken as violation of the present agreement by the successful bidder and HCL reserves the right to take action as deemed fit under the statute and this will be treated as breach of agreement provision / terms.
4. **TOOLS & IMPLEMENTS:** The successful bidder shall provide all tools, implements, vehicles and all other materials including safety equipments required for the purpose.
5. **LABOUR WELFARE:** The successful bidder shall carry out all the mining operation and comply strictly with all provisions of the Mines Act, 1952, Mines Rules, 1955 and Metalliferous Mines Regulations, 2019, MMRD Act, Payment of Wage Act, Payment of Wages (Mines) Rules, PF &MP Act and any other orders, instructions, amendments etc, connected with the

above Act, Rules & Regulations as applicable to the concerned mine. In the event of their failure to do so, the HCL shall be free without prejudice to its other rights, to remedy the breach and recover the cost thereof by making deduction from the successful bidder's bill, security deposit or otherwise. The successful bidder shall keep the HCL indemnified against all cost, damages, loss or any payment whatsoever, that the HCL may incur as a result of such non-compliance.

6. MATERNITY BENEFIT ACT, 1961: The successful bidder shall abide by the provisions of the Maternity Benefit Act, 1961 and the rules framed there under and maintain such registers and documents in prescribed forms as required under the above mentioned statutes and produce before the Officers of the HCL and other statutory authorities prescribed in this behalf, as and when required.
7. INDUSTRIAL DISPUTE ACT: The successful bidder shall comply with all provisions laid down in the Industrial Dispute Act, 1947 and matters relating to the settlement of various disputes arising in the work allotted to him and shall abide by the provisions of the said Act and Rules framed there under by the Central Government in matters of retrenchment, lay off and conditions of service of the employees engaged in it works. Besides, it shall adopt all measures in the direction of maintenance of perfect industrial peace in the work allotted to it.
8. MINIMUM WAGES & PROVISIONS UNDER STATUTE:
 - 8.1 The successful bidder shall take into account the recent notification of Government of India or any change during the tenure of the contract in regard to payment of minimum wages in respect of mine workers and shall pay in conformity with the provision of the said Act to all categories of workers employed or to be employed by him and shall also fix the norm of payment under different items in conformity with the above Act.
 - 8.2 The successful bidder shall be responsible to fulfill the provisions under the Mines Act, Regulations and rules framed there under as amended from time to time and as per recommendation of 10th, 11th and 12th Conference on safety in mines recommendation of any other Safety Conference, Circulars issued by DGMS in the matter of mining, health, cleanliness, working hours annual leave with wages etc. and various other provisions in the said Act in the works connected with the operation of Mines.
 - 8.3 (a) The successful bidder shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of Agreement Rules/By-laws framed hereunder including, but not limiting to the following, shall maintain such registers and documents as are required under the various statutes, for production of the same before HCL and/or other Statutory Authorities prescribed in this behalf as and when required. Non-compliance of the provisions/stipulations of these Acts will render the successful bidder liable to payment necessary compensation/penalty as deemed fit by the Company.
 - i. The Contract Labour (Abolition & Regulation) Act, 1971.
 - ii. The Payment of Wages Act, 1936.

- iii. The employees Provident Fund Act, 1952 & Employees' Provident Fund Scheme, 1952.
- iv. The Maternity Benefit Act, 1961.
- v. The Payment of Bonus Act, 1956.
- vi. The Mines Act, 1952.
- vii. The Industrial Disputes Act, 1947
- viii. The Payment of Workmen's Compensation Act, 1923.
- ix. The Minimum Wages Act, 1948.
- x. The Payment of Gratuity Act, 1971.
- xi. Forest Conservation Act, 1980.
- xii. AIR & Water Pollution Acts.
- xiii. Mines Rules, 1955.
- xiv. Metalliferous Mines Regulations, 2019 (MMR)
- xv. Indian Explosives Act, 1984 & Indian Explosives Rules, 2008.
- xvi. Mines Vocational Training Rules, 1966.
- xvii. Mines & Minerals Regulation & Development Rules, 1998.
- xviii. Mineral concession Rules, 1960.
- xix. Mineral conservation & Development Rules, 1960.
- xx. Environment Protection Act, 1986 and Environment Protection Rules, 1986.
- xxi. Indian Forest Act, 1927.
- xxii. Indian electricity Rules, 2003.
- xxiii. Indian Electricity Rules, 1956.
- xxiv. Motor Vehicles Act, 1988.
- xxv. Companies Act, 1956
- xxvi. Partnership Act, 1932

It shall be the sole responsibility of the successful bidder to ensure all kinds of payments to its workers and submissions of returns in time, as required by various authorities concerned. In case of the Agency's/Bidders default in making statutory payments in time, HCL reserves the right to deduct necessary amount from the Agency's/Bidders bill, towards such payment without prejudice to the rights and remedies of HCL(b): Any other Act, Rules, Legislation not specifically mentioned here shall be complied with by the successful bidder if it is required to be complied with by HCL/successful bidder.

9. OCCUPATIONAL SAFETY AND HEALTH.

- 9.1 The successful bidder shall, at all times, at its cost, ensure that it takes all necessary precautions for the safety of all its personnel on the Mine facilities, including the successful bidder's employees, agents, consultants and sub-agencies and their employees and consultants.
- 9.2 The successful bidder shall, inter alia, comply with the following:
- mine safety provisions of the Mine Plan;
 - all applicable laws including laws relating to occupational health and safety.
- 9.3 If the successful bidder fails to comply with any obligation under 9.2 above, HCL, upon notice, may perform any obligation of the successful bidder on behalf of the successful bidder, at the cost of the successful bidder.
- 9.4 The successful bidder shall submit to HCL within 24 (twenty four) hours, details reports of any accidents and/or incidents.
- 9.5 The successful bidder shall bear the costs of any occupational safety and health mitigation measures implemented on the Mine Facilities. In the event of non-compliance to occupational safety and health measures or otherwise, the successful bidder shall bear the full costs associated with fines, remediation, and/or compensation.

10 ACCIDENT OR INJURY TO WORKMEN.

- 10.1 HCL shall not be liable for or in respect of any damages or compensation payable as per law in respect of and in consequences of any accident or injury to any workmen or any other person in the employment of the successful bidder, save and except for accident or injury resulting from any act or default of HCL. The successful bidder shall indemnify and keep HCL indemnified against all such damages and compensation (save & except as aforesaid) as against all claims demands, proceedings, costs, charges and expenses whatsoever in respect or in relation thereto.
- 10.2 The successful bidder shall at all time indemnify HCL against all claims for compensation under the provision of the Workmen's Compensation Act, 1923, or any other law for the time being in force by or in respect of any workmen employed by the successful bidder in carrying out the Agreement and against all costs and expenses for penalties incurred by HCL in connection therewith and (without prejudice to any other means of recovery). HCL shall be entitled to deduct from the successful bidder any money due or becoming due to the successful bidder (whether under this Agreement or any other agreement) payable by way of compensation aforesaid or for costs or expenses in connection with and claims thereto. The successful bidder shall abide by the decision of HCL as to the sum payable by the successful bidder under

the provisions of this clause.

- 10.3 In respect of all labourers employed by the successful bidder on the Mine Facilities, the successful bidder shall comply with all legislations and rules of State and/or Central Government or other local authority frame from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed for the works. The rules and other statutory obligations with regard to the wages, welfare and safety measures, maintenance of registers etc. shall be deemed to be part of the Agreement.
10. DRINKING WATER: The successful bidder has to make arrangement for supply of drinking water to their labourers and staff at his cost. The successful bidder has to supplied the Potable drinking water in the mines for every workers working under him and testing of water to be done as per the statute.
11. MEDICAL FACILITIES, VOCATIONAL TRAINING & SAFETY EQUIPMENTS:
- 12.1 The successful bidder has to provide all medical facilities to their labourers and staff at their cost.
- 12.2 The successful bidder shall make his own arrangement for Vocational training to workers and the staff deployed. The record shall be maintained as per the MVTR. Daily wages of the workers during the period of initial training as well as refresher course as per the V.T. Rules and the cost of photographs will be borne by the successful bidder. No contract labour shall be employed without training at VT center. All the report and record shall be submitted to Mines Manager and deployed designated officer for the said purpose by HCL.
- 12.3 Safety equipment like helmets, boots, goggles, safety belts, leg guard shall be provided by successful bidder at its own cost to all its entitled workers. The successful bidder has to ensure use of such equipments by the worker at the work site as per statute. In case the successful bidder fails to provide such equipments the Mines Manager of the mine shall procure these safety equipments and supply to the workers of the successful bidder. The entire cost of such procurement plus 17.5% for other charge shall be recovered from the successful bidder's bills.
12. BONUS: The successful bidder shall solely be responsible in respect of payment to the labourers under the Payment of Bonus Act, 1965 as amended from time to time. He shall also be solely responsible for maintenance of records in respect of the above payment and submission of returns in accordance with the provisions of the said Act.
13. EPIDEMIC/ CONTAGIOUS DISEASES: The successful bidder shall report immediately to the HCL every case of epidemic or contagious disease occurring in colonies occupied by the employees of successful bidder. Failure to do so will render the successful bidder liable to the HCL for any expenses or liabilities incurred by reason of such failure. The failure will be treated as breach of contract.

14. **MEDICAL EXAMINATION:** The successful bidder at its cost shall arrange for initial Medical examination & periodical medical examination of its entire entitled employee as per Mine Rule, 1955. However, in case the successful bidder does not do the same, HCL may do the same on behalf of successful bidder & the entire cost so borne shall be deducted from the payable of the successful bidder.
15. The successful bidder shall be responsible for compliance of all the rules and regulations of Ministry of Environment & Forest (MoEF) & Rajasthan State Pollution Control Board (RSPCB) applicable to the mining industry, and to comply the terms and conditions as per the Environmental Clearance order of the MoEF & RSPCB. To monitor the environmental data periodically as per directives/condition of the MoEF & RSPCB.

The successful bidder shall take full responsibility for stoppage of work, as a result of non compliance to above rules and violations pointed by the enforcing agencies, there.

The successful bidder shall at his own cost and time rectify all the defects/violations pointed out by such statutorily authorities.

Such stoppage of work shall not be taken as a valid reason for not achieving the targets and HCL shall be free to impose penalty stipulated in the tender document.

The successful bidder shall defend, indemnify and hold the HCL harmless from any liability or penalty, which may be imposed by the central/state or local authorities, by the reasons of any assorted violation, by the successful bidder and also from all claims, suits or proceedings, those may be brought against the corporation.

VOLUME II

TECHNICAL DESCRIPTION OF KHETRI COPPER MINE

1.0 Project Background:

1.1. Overview of HCL

Formed in 1967, Hindustan Copper Limited (HCL), a Government of India enterprise is country's only integrated producer of refined copper with operations including mining, beneficiation, smelting & refining and wire rod production.

HCL's mines and plants are spread across five operating units - Khetri Copper Complex (KCC) at Khetrinagar, Rajasthan; Indian Copper Complex (ICC) at Ghatsila, Jharkhand; Malanjkhand Copper Project (MCP) at Malanjkhand, Madhya Pradesh; and Taloja Copper Project (TCP) at Taloja, Maharashtra and newly acquired Gujrat Copper Project (GCP) at Bharuch, Gujrat. Please refer to our website www.hindustancopper.com for details.

Khetri Copper Complex (KCC) at Khetrinagar, Rajasthan is situated about 160 km north of State capital Jaipur and 180 km southwest of India's capital city, New Delhi.

1.2. Khetri Copper Complex

Khetri Copper Belt is a 76km long metallogenetic province starting from Singhana to Raghunathgarh in the Aravalli range in western India. The Khetri region consists of three main ore deposits –Khetri, Banwas and Kolihan. Khetri and Banwas deposit are situated at Khetri nagar while Kolihan deposit is located at a distance of roughly 10 KM from Khetrinagar.

HCL has an exclusive mining lease to the Khetri and Kolihan copper deposit.

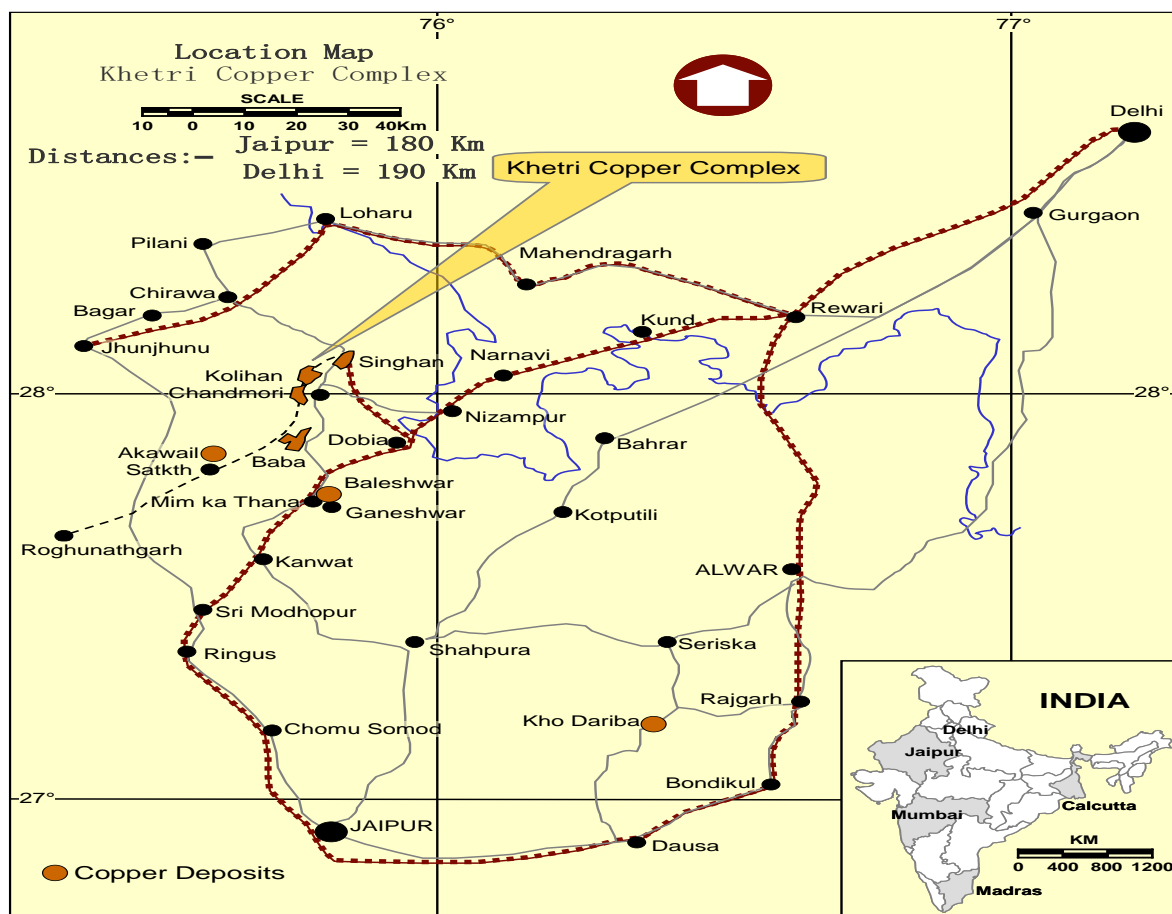
Development of Khetri mine started in 1957 and ore extraction began in 1972. Kolihan mine became operational around the same time in 1974. HCL operates both these mines from its unit in Khetri called Khetri copper complex (KCC). KCC has a current capacity of beneficiation of 1.1 million tonnes of ore per annum.

The general climate of Khetri Nagar can be described as "extreme".

	Maximum Temperature	Minimum Temperature
Summer	48°C	30°C
Winter	18°C	2°C

The diurnal variation in temperature is very high indicating typical desert and arid climate. The rainy season extends normally from July to October. The maximum of the annual rain (92%) falls in monsoon season i.e. in between the month of July and September.

Fig 1: Location map showing Khetri in Rajasthan, India
Note: The Railway track shown from Dabla to Singhana is non existing



1.4 Geology of Khetri Copper belt:

The rock units, which play host to the copper-bearing mineral of this belt, belong to the Alwar and Ajabgarh groups of Delhi Super Group of Precambrian age. The older Alwar groups of rocks are, characterized by a metamorphosed assemblage of psammitic sediments, while the younger Ajabgarh Group of rocks is metasediments of pelitic nature. These metasediments are intruded by igneous rocks of younger ages. The general strike of the formation is NNE-SSW with an easterly shift in the Banwas prospect in the northern extension of the Khetri deposit. Dips vary between 40-70° towards NW. Economic copper mineralisation in these deposits is restricted to two main host rocks - amphibole chlorite quartzite and garnetiferous chlorite schist/quartzite. The main sulphide minerals are chalcopyrite, pyrrhotite and pyrite.

The rocks of the Alwas series are predominantly arenaceous, while the Ajabgarhs are mainly argillaceous. The Alwar rocks are characterized by current beddings and ripple marks but these features are almost always absent in the ajabgarhs. The contact between the two is gradational. The chlorite and Biotite proportion increases from the Alwas to the Ajabgarhs.

THE GEOLOGICAL SUCCESSION OF KHETRI COPPER BELT:

(Source Roy Chowdhury & Das Gupta, GSI)

D	Intrusives	Soil, dune sands
E		Chert-ankerite veins
L		Younger amphibolites (Period of mineralisation)
H		Granites, granite-gneisses, aplites & pegmatites, etc.
I		Older amphibolites
S	Ajabgarh series (about 1,300 m)	6. Quartzites, phyllites, schists, etc.
Y		5. Marbles, dolomites, calc-gneisses, amphibolites, Amphibole quartzites, etc. 4. Schists +/- garnet, staurolite, andulasite, etc. ; Phyllites, sandy phyllites, andulasite phyllites etc.
Gradational contact		
S	Alwas series (about 1,300 m)	3. Amphibole quartzites, marbles, amphibolites etc.
T		2. Arkosic quartzites & interclated phyllites & schists,
E		Magnetite & haematite quartzites, etc.
M		1. Phyllites and schists.
Base not exposed		

The host rocks to the ore mineralisation of chalcopyrite and the associated minerals at Khetri and Kolihan are the Chlorite quartz schist +/- garnet and the Amphibole quartzites.

1.5 Khetri Copper Mine

Khetri Copper mine is a track mine with 1 metre width track gauge. Khetri Copper mine has a strike length of 3.5 km. Average width of ore body is 10 m dipping 65° due West. Ore body in Khetri mine occurs in number of lenses.

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

- 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.
- 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.

Total number of levels in Khetri mine is 8. Upper levels namely 421 ML, 350 ML, 300 ML and 240 ML have been exhausted. Present production activities are in progress at 180 ML, 120 ML and 60 ML. Interval between main levels is 60 metres. One drill level 15 m below the main level or two sublevels 20-25 metres vertically apart are developed in the ore block through the service raise.

Sub level open stoping and blast hole open stoping methods are used for working. Mine development in Khetri mine is done by pneumatic Jack hammers. For Mucking and hauling Auto- loader (hopper) of 1.5 tonne capacity is used in sub levels and Eimco 824 loader is used in main levels with battery locomotive and 1.9 m³ (3.5 t) GB mine cars. Both types of loaders are pneumatically operated.

Production from stopes is done with Eimco 824 loader in main levels with 8t battery locomotive (MAMC-LB-8) and 5.4 t GB mine cars with 1 meter gauge.