HINDUSTAN COPPER LIMITED
(A Government of India Enterprise)

"APPOINTMENT OF MINE DEVELOPER CUM OPERATOR"

FOR

RE-OPENING & EXPANSION OF RAKHA COPPER MINE, DEVELOPMENT & OPERATIONS OF UNDERGROUND MINE AT CHAPRI AND COMMISSIONING OF MATCHING CAPACITY NEW CONCENTRATOR PLANT AT RAKHA, JHARKHAND

THROUGH

REVENUE SHARING MODEL

Tender No: HCL/CO/ Rakha-Chapri/MDO/1 **Dated: 16th January 2023**

The document contains total 135 pages.

Bid Due Date: Last date of Bid submission: 17th March 2023 15:00 Hours IST

Press Notification

Ref. no.: NIL Date: NIL

Online and sealed proposals are invited for the “Appointment of Mine Developer-Cum-Operator (MDO) for Re-opening & Expansion of Rakha Copper Mine, Development & Operations of Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand” through Revenue Sharing Model.

The Tender Documents can be viewed and downloaded are available free of cost in electronic form and can be downloaded from the websites of MSTC Ltd (https://www.mstcecommerce.com) and Hindustan Copper Limited website (https://www.hindustancopper.com/Page/TenderList).

The complete Tender Document including draft Mine Service Agreement and other relevant documents shall be made available for download to the bidder after payment of a tender fee of INR 5,00,000 (Indian Rupees Five Lakhs only) excluding Goods and Service Tax (GST). GST shall be payable at 18% of tender fee.

Last Date for submission of tender is up to **15:00 Hours on 17th March 2023** and the same shall be opened at **16:00 Hours on 17th March 2023**. For any further information bidders may please contact Mr. Binod Kumar Gupta (E-mail ID : gupta_bk@hindustancopper.com)

Sunil Parashar

General Manager (Commercial)

Hindustan Copper Limited

Hindustan Copper Limited
(A Government of India Enterprise)
'Tamra Bhawan'
1, Ashutosh Chowdhury Avenue,
Kolkata – 700019

NOTICE INVITING TENDER

Tender Notice no.: HCL/CO/ Rakha-Chapri/MDO/1 Date: 16th January 2023

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-round system with two-part bid in first round from reputed and experienced contractors for 'Appointment of Mine Developer-Cum-Operator (MDO) for Re-opening & Expansion of Rakha Copper Mine, Development & Operations of a New Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand" over an initial contract period of Twenty (20) years with provision of maximum one contract extension for a period of 05 (five) years, solely under discretion of HCL.

The annual production capacity of run-of-mine (ROM) copper ore from Rakha-Chapri Underground Mine will be **3 million tonnes per annum** along with a matching capacity Concentrator Plant.

The interested contractors are requested to note the following:

1. Under the two-round bidding process, the first round will have a two-part bid comprising of the first part (the "Techno Commercial Bid"), which involves Earnest Money Deposit, qualification of interested parties in accordance with the provisions of the pre-qualification criteria (PQC) stipulated in the tender and the second part is the "Financial Proposal" with the "Initial Price Offer (or, IPO)" which shall be higher than the floor price. It is hereby clarified that the Financial Bid will comprise of two rounds. In the first round the Initial Offer of the Technically Qualified Bidders would be opened and ranked based on descending order for determination of the Qualified Bidders. The Qualified Bidders shall be eligible to participate in the electronic auction and submit their Final Offer. The offers are to be submitted online at MSTC Website, 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.

   In second round of the bidding process, the techno-commercially qualified bidders will be invited to submit their Final Offer on the electronic auction platform, which should be higher than the Applicable Floor Price. The "Applicable Floor Price" for electronic auction shall be the highest Initial Offer received from the Qualified Bidders.

   The Tender Documents can be viewed and **downloaded** are available free of cost in electronic form and can be downloaded from the websites of MSTC Ltd and Hindustan Copper Limited website (https://www.hindustancopper.com/Page/TenderList).

   The complete Tender Document including draft Mine Service Agreement and other relevant documents shall be made available for download to the bidder after payment of a tender fee of

INR 5,00,000 (Indian Rupees Five Lakhs only) excluding Goods and Service Tax (GST). GST shall be payable at 18% of tender fee.

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 Corrigenda/ Amendments/ Clarifications/ other notices uploaded against the tender from time to time on HCL website: http://www.hindustancopper.com under the heading “Tenders” / MSTC Details and resubmit their bids in case of any change in their offer due to the notices, before the final bid submission date/ time.

2. The Bid shall initially remain valid and binding for at least 180 (one hundred and eighty) days from the Bid Submission Date. Any Bid with a shorter validity period shall be rejected by HCL. Under exceptional circumstances, HCL may in writing request the Bidders to extend the Bid Validity Period of their Bids.

3. The Bids have to be submitted only in the e-tendering portal of MSTC. No physical submission of Proposal is required/acceptable. The Tenders shall be opened as per bidding schedule mentioned in the tender document. However, in the eventuality of the day of opening of the tenders becomes a non-working day due to a force majeure event or public holiday, the date of opening of the tenders will shift to the next working day at the same time.

4. Interested parties 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: gupta_bk@hindustancopper.com. Address for Communication:

Sunil Parashar
GM Commercial
Hindustan Copper Limited,
“Tamra Bhawan", 1 Ashutosh Chowdhury Avenue,
Kolkata – 700 019
Email: sunil_p@hindustancopper.com

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1. Disclaimer

1.1. This Tender Document along with its Annexure and Schedule is not transferrable to any third party.

1.2. This document is not an agreement or an offer by Hindustan Copper Limited (HCL) to Bidders or any third party. The purpose of this document is to provide information to interested parties to facilitate the formulation of their Proposal for qualification and price bid. This document does not constitute and will not be deemed to constitute, any commitment on the part of HCL. Furthermore, this document confers neither any right nor expectation on any party to participate in the tender contemplated herein.

1.3. This document does not purport to contain all the information required by the Bidder. The Tender Document may not be appropriate for all persons, and it is not possible for HCL to consider the needs of each party who uses or reads this document. The concerned parties should conduct their own investigations and analysis and should verify the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources. Neither HCL nor its employees or its consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this document.

1.4. Neither HCL nor its employees or consultants shall have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with this document, or any matter deemed to form part of this document, the award of the work, or the information and any other information supplied by or on behalf of HCL or its employees, any consultants or otherwise arising in any way from the selection process.

1.5. The bidder should confirm that the Tender Document issued by HCL is complete in all respects. In the event that the Tender Document or any part thereof is missing, the Bidder must notify HCL immediately at the address mentioned in the Bid Data Sheet. If no intimation is received from the Bidder within 10 (ten) days from the date of issuance of this document, it shall be considered that the Tender Document issued, is complete in all respects.

1.6. HCL reserves the right to change, modify, add, alter the Tender Document or cancel the Bidding Process without assigning any reasons thereof, at any stage during the Bidding Process. Such changes will be updated in the form of Corrigendum/ Amendments/ Clarifications/ other notices uploaded against the tender from time to time on the tendering website. The Bidders or any third party shall not object to such changes/ modifications/ additions/ alterations explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Proposal liable for rejection by HCL. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of HCL with respect to this document. It is clarified that HCL would not entertain any request for change in the Tender Documents where such change relates to a stage of the Bidding Process where the process has already been concluded.

1.7. The Tender Document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the party to whom it is issued. This document must not be copied or distributed by the recipient to third parties (other than, to the extent required by the applicable law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in

this document). If after the issue of the document, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this document and the information contained herein must always be kept confidential by such party and its professional advisors.

1.8. It is clarified that provisions of Section 1.6 and 1.7 above shall not apply to information already available in the public domain prior to the issue of this Tender Document.

1.9. Submission of bid shall amount to undertaking for not challenging the provisions of the bid document.

1.10. The Bidder shall bear all costs associated with the preparation and submission of the Techno-Commercial Proposal and Financial Proposal. HCL and their consultants shall not, under any circumstances, be responsible or liable for any such costs. Nothing contained in this Tender Document shall be binding on the Nominated Authority or confer any rights on the prospective Bidders. The examples set out in this Tender Document are for illustrative purposes only.

2. Bid Data Sheet

Sl. No.	Particulars	Information
1.	**Contact Person and Address of HCL for Communication, purchase of Tender Document, submission and opening of Proposal**	**Contact person:** Sunil Parashar, General Manager (Commercial) **E-mail address for communication:** sunil_p@hindustancopper.com **Address of communication**: Hindustan Copper Limited 'Tamra Bhawan' 1, Ashutosh Chowdhury Avenue Kolkata – 700 019
2.	**Project Proponent**	Hindustan Copper Limited (HCL)
3.	**Name of the Project**	Re-Opening & Expansion of Rakha Copper Mine, Development and Operations of Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand
4.	**Tender Documents (Documents to be issued to the Bidder)**	**Free of cost:** The Tender Documents can be viewed and downloaded are available free of cost in electronic form and can be downloaded from the websites of MSTC Ltd (and Hindustan Copper Limited website (https://www.hindustancopper.com/Page/TenderList). **After payment of Tender Fee:** The complete Tender Document including draft Mining Service Agreement and other relevant documents shall be made available for download to the bidder after payment of a tender fee of INR 5,00,000 (Indian Rupees Five Lakhs only) excluding Goods and Service Tax (GST). GST shall be payable at 18% of tender fee.
5.	**Earnest Money Deposit**	Indian Rupees 50,00,000 (Rupees Fifty Lakh only)
6.	**Validity of Proposal**	Proposal submitted by the Bidder should be valid for a period of at least 180 (One Hundred and Eighty) days from the Bid Due Date.
7.	**Earnest Money Deposit (EMD) Bank Guarantee Declaration**	The bidder shall submit Earnest Money Deposit (EMD) bank guarantee declaration form as per the format provided in clause 12.11
8.	**Manner of Proposal**	Proposal shall be submitted in 2-round and 2-part format.

Sl. No.	Particulars	Information
	submission	Round / Stage 1: Submission of 2-part Proposal Round / Stage 2: Online Forward Bidding **In round 1,** Part I: Online submission of Techno-commercial Proposal, Part II: Financial Proposal (incorporating Initial Price Offer for revenue share), these shall be submitted as per the formats provided and, in the manner, prescribed in this Tender document/ RFP. **In round 2**, the qualified bidders will be invited to submit their Final Offer on the electronic auction platform. The Qualified Bidder that submits the highest Final Offer during the electronic auction process shall be declared as the "Successful Bidder".
9.	**Technical Qualification to be met**	As stipulated in Technical Criteria at Section 8.5.1
10.	**Financial Qualification to be met**	As stipulated in Financial Criteria at Section 8.5.4
11.	**Pre-Bid Meeting Venue**	**Hindustan Copper Limited (HCL),** Tamra Bhavan 1, Ashutosh Chowdhury Avenue, Kolkata 700019 **Project Coordinator:** Shri. Binod Kumar Gupta, Email: gupta_bk@hindustancopper.com Mobile: +91 9560011628 Bidders interested to join the Pre-Bid Conference through CISCO Webex, should send their email id to gupta_bk@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 Meeting
12.	**Forward Bidding**	Techno-commercially acceptable bidders who are Shortlisted after Round-I shall be intimated for participation in Round-II: Online Forward Bidding. Forward Bidding will be conducted through MSTC portal. The general rules and regulations governing conduct of Online forward Bidding are enclosed in **Schedule 4: Business rules of Forward Bidding/ Forward Auction**

3. Bidding Schedule

HCL shall endeavour to adhere to the schedule provided for under this clause. However, in case HCL in its sole discretion undertakes any modification in the schedule specified below, the same shall be

notified from time to time on the tendering/HCL website. Hence, bidders are requested to periodically visit tendering/HCL website for any notification.

S No.	Event	Tentative Schedule
1.	Publication of NIT on tender website of HCL (www. hindustancopper.com)	To (Monday, January 16, 2023)
2.	Site visit duration	To + 28 (Monday, February 13, 2023)
3.	Last date for receipt of pre-bid queries (queries to be submitted by bidder to HCL through emails sent to gupta_bk@hindustancopper.com)	To + 30 (Wednesday, February 15, 2023)
4.	Pre-bid meeting	To + 30 (Wednesday, February 15, 2023)
5.	Responses to pre-bid queries, Addendum/ Corrigendum to be issued by HCL	To + 45 (Thursday, March 2, 2023)
6.	Last date for purchase of Tender Documents	To + 59 (Thursday, March 16, 2023)
7.	Last date and time for submission of Proposal online and hard copies (Bid Due Date)	To + 60 at 03:00 PM (Friday, March 17, 2023)
8.	Opening of EMD security and Techno-Commercial Proposals submitted by bidders (in presence of bidders who choose to attend)	To + 60 at 04:00 PM (Friday, March 17, 2023)
9.	Evaluation of Techno-commercial Proposal	To be declared later
10.	Opening of Financial Proposal / Forward Bidding	
11.	Issue of Letter of Award (LOA)	
12.	Incorporation of JVC/SPV (Project Company), if required	
13.	Signing of Mining Services Agreement	

4. List of Abbreviations

CEO	Chief Executive Officer
BIS	Bureau of Indian standard codes
CAAQMS	Continues Ambient Air Monitoring System
CEO	Chief Executive Officer
CGWA	Central Ground Water Authority
CGWB	Central Ground Water Board
COD	Commercial Operation Date
CPCB	Central Pollution Control Board
CPWD	Central Public Works Department
Crore	Ten Million OR 10,000,000
CTE	Consent to Establish
CTO	Consent to Operate
Cu	Copper
CVO	Chief Vigilance Officer
CWC	Central Water Commission Govt. of India
DMF	District Mineral Foundation
DSC	Digital Signature Certificates
DSR	Delhi Schedule of Rates
EC	Environmental Clearance
ED	Executive Director
EIA	Environment Impact Assessment
EMP	Environment Management Plan
ETP	Effluent Treatment Plant
FC	Forest Clearance
FPO	Final Price Offer
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
HCL	Hindustan Copper Limited
HWM	Hazardous Waste Management
ICC	Indian Copper Complex
IEM	Independent External Monitor
INR	Indian National Rupees / Legal tender currency of India
IRC	Indian Road congress
JBVNL	Jharkhand Bijli Vitran Nigam Limited
JIADA	Jharkhand Industrial Area Development Authority
JOA	Joint Operating Agreement
JSPCB	Jharkhand State Pollution Control Board
JV	Joint Venture
L	Level
Lakh	Hundred Thousand or 100,000
LBS	Pound
LLC	Limited Liability Company

LLP	Limited Liability Partnership
LME	London Metal Exchange
LOA	Letter of Award
LTE	Limited Tender Enquiry(ies)
M or m	Meter
MDO	Mine Developer cum Operator
MIC	Metal-In-Concentrate
MIO	Metal-In-Ore
MoEF&CC	Ministry of Environment Forest and Climate Change
MoRTH	Ministry of Road Transport and Highways
MoU	Memorandum of Understanding
MSA	Mining Service Agreement
mSE	mean square error
MT	Million tonnes
MTPA	Million tonnes per Annum
MSTC	Metal Scrap Trade Corporation Limited
NGT	National Green Tribunal
NIC	National Informatics Centre
NIT	Notice Inviting Tender
NMET	National Mineral Exploration Trust
No.	Number
OID	Other Important Documents
PAN	Permanent Account Number
PD	Pen-drive
POA	Power of Attorney
R&D	Research and Development
R&R	Rehabilitation and Resettlement
RFP	Request For Proposal
ROM	Run of Mine
SGWD	State Ground Water Directorate
SPV	Special Purpose Vehicle
STP	Sewage Treatment Plant
SWM	Solid Waste Management
TEFR	Techno-Economic Feasibility Report
Tel.	Telephone
TIA	Tender Inviting Authority
TPD	Tonnes Per Day
TPH	Tonnes Per Hour
URL	Uniform Resource Locator
WRD	Water Resource Department

5. Definitions and rules of construction

5.1. Definitions

5.1.1. **Affiliate:** means and includes with respect to any person, any other person directly or indirectly controlling, controlled by or under common Control with such person and shall include Holding and Subsidiary Companies.

5.1.2. **Applicable Floor Price:** shall mean the highest Initial Price Offer received from the Qualified Bidders for electronic auction.

5.1.3. **Applicable Laws:** shall mean all laws, brought into force and effect by Government of India or the Government of any State, including rules, regulations, ordinances and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record or government authority or such other government restriction or any similar form of decision of, or determination by or any interpretation or adjudication having the force of law in India.

5.1.4. **Approved Mining Plan:** shall mean the available mining plan for the Rakha Mining Lease, approved by Indian Bureau of Mines (IBM), as defined in the Draft Mining Services Agreement, provided in Schedule 1 of this document.

5.1.5. **Associate:** shall have the meaning ascribed to it in Section 2(6) of the Companies Act, 2013.

5.1.6. **Authorized Representative / Authorized Signatory:** Each Bidder shall designate maximum of three person(s) authorized to represent the Bidder in all matters pertaining to its Proposal. In case of Bidding Consortium, Lead Member will designate/ appoint all the Authorized Representatives who shall be an employee/officer of the Lender Member. Such person(s) shall constitute the Authorized Representative/ Authorized Signatory of the Bidder. The Authorized Representative/ Authorized Signatory should hold the power of attorney (in the format provided in Section 12.12 and/or Section 12.13) duly authorizing him/ her to perform all tasks including but not limited to sign and submit the proposal; to participate in all stages of the Bidding Process; to correspond for and on behalf of the Bidder, and to execute the Mining Service Agreement and any other documents required to give effect to the outcome of the Bidding Process. The original power of attorney, duly notarized, in favour of the Authorized Representative/ Signatory shall be enclosed by the Bidder along with the covering letter. Further, it is clarified that any one Authorized Signatory can also bind the Bidder on all matters i.e., even if one Authorized Representative signs/agrees on any matter with HCL, same shall be binding on the Bidder. No change in the Authorized Representative would be made by the Bidder without the prior written consent of the HCL.

5.1.7. **Beneficiation Plant:** The word "Beneficiation plant" refers to the facility established for processing the mined ore and improving its economic value by removing by-products and gangue materials from the Considered Minerals; hereby, resulting in a higher-grade product.

5.1.8. **Bid or Proposal:** Bid or Proposal shall mean the submission of the following by a Bidder pursuant to this Tender Document:

a) Earnest Money Deposit (EMD) bank guarantee declaration form and Tender fee proof submitted by Bidder as per appropriate formats prescribed.

b) Techno-Commercial Proposal consisting of qualification Proposal along with any additional information/clarification; and

c) Financial Proposal in the format provided in the Tender Document.

5.1.9. **Bidder or Bidding Entity:** Bidder or Bidding Entity shall refer to any legal entities (Company/ LLP/ LLC/ Partnership), registered in India as per relevant Applicable laws, that has submitted its Proposal in response to this Tender Document under sole bidding route or as part of Consortium as defined in Section 8.

5.1.10. **Bidding Company:** Bidding Company shall mean the single registered corporate entity in India that has submitted its Proposal in response to this Tender Document.

5.1.11. **Bidding Consortium:** If the Bid for the proposed project has been made by more than one legal entity (Company/LLP/ LLC/ Partnership incorporated in India as per Applicable laws), then this group of entities shall be referred to as the Bidding Consortium. The Bidding Consortium can be of a maximum two Bidding Entities who undertake to form a Joint Venture (JV) Company incorporated under the Applicable Laws prior to the execution of the Mining Service Agreement, which has submitted a Proposal in response to this Tender Document**.**

5.1.12. **Bidding Process:** The procedural activities formed under this Tender Document for Appointment of the MDO shall be referred to as the Bidding Process.

5.1.13. **Earnest Money Deposit (EMD)** shall have the meaning ascribed to it in Section 10.7.

5.1.14. **Bid Due Date:** The last date for submission of Bid as specified in Section 3, Bidding Schedule.

5.1.15. **Bidding Schedule:** Tentative schedule or timelines for events/ activities forming part of the Bidding Process as specified in Section 3.

5.1.16. **Bid Validity Period:** shall have the meaning as defined in Section 11.7.1.

5.1.17. **Cash Accrual:** means net cash flow from operations i.e., Profit After Tax (PAT) + Depreciation + Other non-cash expenses. The Bidder shall submit a certificate from statutory auditor certifying the calculations for Cash Accrual.

5.1.18. **Corporate Performance Guarantee:** shall mean the Bank Guarantee to be submitted by the Supporting Partner for an amount as referred in Clause 9.4 of Mining Services Agreement, within 30 days of issuance of LOA as per the format provided in the Draft Mining Services Agreement.

5.1.19. **Concentrator Plant:** The word Concentrator Plant or Concentration Plant shall mean facilities established for extraction of Metal in Concentrate (MIC) in form of copper concentrates and separation of impurities where improvement in quality is made by scientific treatment of copper ore (ROM) without changing the characteristics of copper for the desired end use. The capacity of the Concentrator Plant shall be the matching capacity of the copper ore produced from the Rakha and Chapri blocks in the Rakha Mining Lease Area.

5.1.20. **Contract Period:** Contract Period shall mean the term of the Mining Services Agreement as stipulated in the Agreement provided in Schedule 1 of this Tender document.

5.1.21. **Control:** shall have the meaning ascribed to it in Section 2(27) of the Companies Act, 2013 and the word controlling shall be construed accordingly.

5.1.22. **Considered Mineral:** The term “Considered Mineral” means any mineral out of Copper, Zinc, Lead, Gold ore, Manganese ore, Uranium, Chrome ore, Iron ore, Coal, and Bauxite.

5.1.23. **Consortium Agreement:** shall mean the consortium agreement to be entered by the Lead Member and the Other Member pursuant to the format provided in Section 12.10.

5.1.24. **Financial Proposal with Initial Price Offer:** The Financial Proposal in Round-I of the Bid shall comprise of the Initial Price Offer (IPO) which shall be higher than the floor price as described in Section 10.10.2, which is quoted by bidders for selection of applicable floor price for electronic forward auction, it shall have the meaning as described in Section 10.10 of this tender.

5.1.25. **Final Price Offer:** In second round of the bidding process, the techno-commercially qualified bidders will be invited to submit their final offer on the electronic auction platform, which shall be higher than the Applicable Floor Price and shall have the meaning as described in Section 10.13 of this Tender Document.

5.1.26. **Financial Year:** Financial Year shall have the meaning ascribed to it in Companies Act, 2013. However, in case of the companies incorporated in countries other than India and only for the purpose of meeting the financial qualifications as per financial criteria as desired in Section 8.5.4, the Financial Year shall mean a 12 (twelve) month period corresponding to the audited financial statements as applicable in their respective country.

5.1.27. **Fixed Amount:** shall mean the amount incurred by HCL towards land, mine infrastructure, exploration, statutory approvals etc., as described in section 10.18.

5.1.28. **Floor Price:** shall means the percentage share of revenue prescribed under this Tender Document in Section 10.10.2

5.1.29. **Forward Auction:** shall mean the auction process where the bidder have to bid above the applicable floor price as described in Section 10.12

5.1.30. **Holding Company:** shall have the meaning ascribed to it in Section 2(46) of the Companies Act, 2013

5.1.31. **Initial Price Offer: shall mean the price quoted by the bidder above the floor price described in Section 10.10.2**

5.1.32. **Lead Member or Lead Member of the Bidding Consortium:** shall mean the member of the Bidding Consortium who is so designated by the members of the Bidding Consortium and meets the Financial Criteria as set forth in Section 8.5 of this Tender Document, and shall hold minimum 51% (fifty one percent) equity in the Biding Consortium/JV Company at all times. Also, the lead member must have credential and satisfactory completion of the similar nature of works (i.e., as mentioned in the eligibility criteria of this RFP) of completion not less than 50% value of qualifying quantity.

5.1.33. **Letter of Award or LOA** shall mean the letter issued by HCL to the Selected Bidder as defined in Section 10.15.

5.1.34. **Material Misrepresentation:** is the act of intentional hiding or fabrication of a material fact which, if known to the other party, could have terminated, or significantly altered the basis of, a contract, deal, issuance of LoA to Successful Bidder or transaction.

5.1.35. **Member in Bidding Consortium:** Each individual member entity in the Bidding Consortium are referred to as a Member in the Bidding Consortium.

5.1.36. **Metal in Concentrate (MIC):** shall mean the amount or proportion of copper metal present in concentrate product (considering dry metric ton (DMT) with Cu grade) obtained after beneficiation of ROM copper ore through Concentrator Plant.

5.1.37. **Mines:** Mines shall mean the Rakha and Chapri Underground Copper Mines as defined in the MSA and Approved Mining Plan.

5.1.38. **Mine Developer Cum Operator (MDO):** The Mine Developer cum Operator would be the Successful Bidder selected through the Bidding Process, as ascribed to in this Tender Document, who would sign and execute the Mining Services Agreement and/or legal agreements as prescribed by the laws applicable, with HCL. The MDO shall include its legal representatives, successors and permitted assigns.

5.1.39. **Mine Owner:** The Mine Owner shall mean the entity who has been allotted/ awarded the mine and/or who is the mining lease holder.

5.1.40. **Mining Services Agreement or MSA:** The agreement as may be entered into between HCL and the Successful Bidder selected through the Bidding Process, for development and operation of Rakha and Chapri Underground Copper Mines and the Concentration Plant MDO project,

5.1.41. **Net worth** shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013. Net worth will be calculated in compliance with Indian Accounting Standard**.**

5.1.42. **Nominated Authority: The team member of HCL or nominated by HCL for the purpose of this tender document.**

5.1.43. **Online Price** shall mean the price quoted by the Shortlisted Bidders at any point of time during the Online Forward Bidding.

5.1.44. **Other Member:** "Other Member" or the "Other Member of the Bidding Consortium" shall be the other member/ corporate entity (non-Lead Member) who meets the Technical Criteria as set forth in Section 8.3 of this Tender Document.

5.1.45. **Performance Security:** Performance Security shall mean the bank guarantee to be furnished by the Successful Bidder (or the MDO) for an amount as referred in Schedule 1 of the draft Mining Services Agreement.

5.1.46. **Profit After Tax or PAT** shall have the meaning ascribed to "Profit (Loss) for the period" in the Part II of Schedule III in the Companies Act, 2013 and shall be calculated in compliance with Indian Accounting Standard.

5.1.47. **Promoter** shall have the meaning ascribed to it in Section 2(69) of the Companies Act, 2013.

5.1.48. **Peak Rated Capacity (PRC) or Annual Rated Capacity** shall be the maximum annual mining or beneficiation capacity; in case of Rakha and Chapri copper mining project, it shall mean the maximum annual mining/ beneficiation capacity as per the MSA and Approved Mining Plan.

5.1.49. **Qualified Bidder:** Qualified Bidder shall have the meaning as defined in the Section 10.8 (x).

5.1.50. **Section:** means a Section in the RFP/ Tender document.

5.1.51. **Shortlisted Bidder** shall mean techno-commercially qualified bidders who are eligible or shortlisted for Online forward Bidding in Round-II of the Bidding Process.

5.1.52. **Successful Bidder or Selected Bidder** shall mean the Bidder selected through the Bidding Process as per Section 10.13.

5.1.53. **Site:** Site shall mean the site at which the Rakha and Chapri copper mine and Concentration Plant are located.

5.1.54. **Subsidiary Company/Subsidiary:** shall have the meaning ascribed to it in Section 2 (87) of the Companies Act, 2013.

5.1.55. **Supporting Partner:** shall mean the direct Subsidiary company or direct Holding company of the Bidder which provides technical / financial support to the Bidder to enable it to qualify for this Proposal and enters into a Joint Operating Agreement as per the format provided in Section12.10

5.1.56. **Tender Document(s):** The Tender Document comprises of definitions, rules of construction, description of the selection process, qualifying requirements and instruction to Bidders, etc. to enable the Bidders to prepare their Proposal for Appointment of Mine Developer and Operator (MDO) for the development and operation of the Rakha and Chapri copper mine and Concentration plant project, East Singbhum district in the State of Jharkhand, India, through international competitive bidding and shall include any modifications, amendments/corrigenda or alterations or clarification thereto. The documents are as follows:

a) Notice Inviting Tender (NIT)

b) Request for Proposal (RFP)

c) Draft Mining Services Agreement (provided in Schedule 1)

d) Any corrigenda /clarification(s) / amendments to the Tender Document issued by HCL.

e) Geological Report (Extracted Part only)

f) Mining Plan and Progressive Mine Closure Plan

g) Any other relevant technical reports available with HCL

h) The corrigendum (corrigenda)/clarification(s)/ amendments as mentioned in (d) of this sub-section hereinabove shall prevail over the documents mentioned in (a), (b) and (c) mentioned above.

5.1.57. **Techno-commercial Proposal:** shall comprise of the documents as prescribed in the Section 9 including all the forms and formats provided in Section 12.

5.1.58. **Turnover:** shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

5.1.59. All other capitalized words not defined herein shall have the meaning ascribed to them in the Draft Mining Services Agreement. Terms and expressions not defined anywhere in the Tender Documents shall have the meaning as are assigned to them in Indian Contract Act, 1872, Companies Act, 2013 and the General Clauses Act, 1897 and where such terms are not defined then the same shall bear its ordinary English meaning.

5.2. Rules of Construction or Interpretation

5.2.1. Unless otherwise specified, a reference to this Tender Document includes all Sections, Clauses, Annexure, Schedules, Attachment or paragraph of this Tender Document.

5.2.2. Words imparting singular shall also include plural and vice-versa and any word defined in the singular shall have the corresponding meaning when used in the plural and vice versa.

5.2.3. The titles or headings in this Tender Document are for convenience and easy reference only and shall not be considered for construction or interpretation of this Tender Document.

5.2.4. Any reference to “person” shall include companies, firms, corporations and associations or bodies of individuals, whether incorporated or not and shall include their respective successors in business and permitted assigns.

5.2.5. A reference to any gender includes the other gender.

5.2.6. A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinated legislation issued under, that legislation or legislative provision.

5.2.7. The metric system of measurement shall be used for the purpose of submitting this offer.

5.2.8. A reference to any person includes that person's executors, administrators, substitutes, successors and permitted assigns.

5.2.9. A reference to an agreement, deed, instrument or other document include the same as amended, novated, supplemented, varied or replaced from time to time.

5.2.10. A reference to the terms 'MSA' or 'Draft Mining Services Agreement' shall be read as MSA or Mining Services Agreement once the Selected Bidder has executed the same with HCL.

5.2.11. The terms "include" and "including" shall be deemed to be suffixed with the words "without limitations", whether or not so followed.

5.2.12. The expression "writing" or "written" shall include communications by electronic mail and/or letter.

5.2.13. The expression "day" shall refer to a calendar day.

5.2.14. The requirement of consent of HCL wherever appearing in the Tender Document shall always mean the prior written consent of HCL.

5.3. Governing Law and Jurisdiction of Courts

This Tender Document and Bidding Process shall be governed by and construed in accordance with Applicable Laws in force in India. The courts in Kolkata, India shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Tender Document and Bidding Process.

6. Introduction and Background

Hindustan Copper Limited (HCL) is a Government of India Enterprise under the administrative control of Ministry of Mines. It was incorporated on 9th November 1967 under Companies Act 1956.

HCL is the country's only vertically integrated producer of refined copper from indigenous sources. Major activities of HCL are mining, ore concentration, smelting, refining and casting of refined copper metal into downstream products. HCL has underground mines and beneficiation plant at Khetri Nagar, Rajasthan; open cast and underground mine and beneficiation plant mine at Malanjkhand, Madhya Pradesh; underground mine, beneficiation plant, and smelter refinery plant at Ghatsila, Jharkhand; continuous cast copper rod plant at Taloja, Maharashtra and a secondary copper producing plant at Jhagadia, Gujarat.

The Company produces and markets copper concentrates, copper cathodes, continuous cast copper wire rods and by-products such as copper sulphate, slime, revert and sulphuric acid.

In the Eastern part of India, HCL has its unit namely, Indian Copper Complex (ICC) located at Ghatsila, Jharkhand, where Rakha and Chapri copper deposit exists.

The brief description of the project is mentioned below:

S.N.	Particulars	Description
1	Name of the mines	Mine at Rakha and Chapri block of Rakha Mining Lease
2	Name of the Lease holder	Hindustan Copper Limited
3	Rated Capacity of the	3.00 MTPA (Annual Rated Capacity of Rakha and Chapri

S.N.	Particulars	Description
	Mines	copper mining project)
4	Current status of operations	Operation of Rakha mine was discontinued w.e.f. 07.07.2001 due to low copper prices. The mine is currently waterlogged and non-operating. Chapri deposit adjacent to the Rakha mine is a virgin block and needs to be developed and operated.
5	Total Lease area	~785.091 Ha
6	Location	District: East Singhbhum; State: Jharkhand
7	Coordinates	Rakha mining lease is located in SOI Toposheet No. 73 J/6 between latitudes 22°36'52.652''N and 22°39'19.497'' N and longitudes 86°21'10.752'' E and 86°24'07.556'' E.
8	Accessibility	Rail: The Mine is situated 16 kms away from Ghatsila Railway Station and 5 kms away from Rakha Railway Station Road: Via road, the copper mines can be approached from Ghatshila Railway station by 16 kms and Rakha Railway Station by 5 kms motorable road. The mine can also be approached from Tatanagar Railway Station by 30 kms all weather road Air Strip: The nearest airstrip is at Ranchi, which is at a distance of ~170 kms.
9	Lease Details	Date of grant: 29.8.1971 Date of expiry: 28.08.2021 Application for extension of the tenure of the lease for a further period of 20 years has already been submitted by HCL to Govt. of Jharkhand and it is in process.
10	Status of Clearances	Environment Clearance: The Rakha mines has been accorded Environmental Clearance for production of 3.00 MTPA copper ore by the MoEFCC vide letter no. J-11015/269/2011-IA II (M) dated 01.08.2014. Forest Clearance: Rakha Lease has been accorded Stage-II Forestry Clearance for diversion of 184.80 Ha of Forest land by the MoEFCC (Forest Conservation Division) vide letter no F. No. 8-65/1993-FC dated 15th September 2016, subsequently State Govt. has released forest land for commencement of mining operation. Forest Clearance under Sec 2 of FC Act 1980 for balance 98.932 ha within Lease area of 785.091 ha is required. Current status of all the statutory clearances is provided in the Schedule E, Draft Mine Service Agreement (MSA)
11	Mining Plan	The last Mining Plan of Rakha lease for a period of 2020-21 to 2021 till 28.08.2021 over an area of 785.091 Ha. has been approved by IBM vide letter no. RAN/ESB/Cu/MP-39/2019-20 dated 25/11/2020.

S.N.	Particulars	Description
12	Beneficiation	Concentration Plant, with a matching rated capacity required to be planned to beneficiate the ore from Rakha and Chapri mines project.

*Details of the project and operations are mentioned in Schedule 1: Draft Mining Service Agreement attached with this tender document

7. Objective & Scope of Work

7.1. Objective of HCL

HCL is desirous to appoint a Mine Developer cum Operator (MDO) for re-opening and expansion of Rakha underground copper mine, development and operations of underground mine at Chapri and commissioning of new Concentrator Plant at Rakha, Jharkhand. The combined designed annual production capacity of the mine is of 3.00 MTPA with matching capacity of concentrator plant. The initial period of the MDO will be for 20 (twenty) years with provision for further extensions by 5 (five) years, maximum one time.

HCL desires to select a technically competent and financially sound MDO to make the majority of the investments in the mining and concentrator project and undertake all the activities necessary for planning, development, operation, and maintenance of the copper mine and concentrator plant and to match the annual production as stipulated in the Draft Mining Services Agreement.

Summary of Ore Production and Beneficiation:

MDO shall be required to develop the mine and concentrator plant at his own cost and to mine at its designed capacity and concentrate the ore as per established standards. The MDO shall produce combinedly 3.00 MTPA ore from Rakha Mining Lease (Rakha and Chapri Block) at its designed capacity (Production Table given below). The ROM Copper Ore from the mine will be processed at the new concentrator plant of matching capacity. The whole operation shall be carried out on mutually acceptable terms and conditions on long term basis. The copper concentrate should be of minimum 25% copper grade with maximum 8% moisture content. The recovery of the concentrator plant should operate at minimum 94% recovery.

Table: Mine / Block wise ore production and beneficiation

No	Mining Lease	Block	Annual Ore Production	Annual Beneficiation
1	Rakha Mining Lease	Rakha	3.00 MTPA	3.00 MTPA
		Chapri		
Total, MTPA:			3.00 MTPA	3.00 MTPA
Note: The copper ore production from Rakha & Chapri block of Rakha Mining Lease shall be 3.0 MTPA from 10th year onwards. In case MDO intends to increase the production of the mine and the Beneficiation plant, necessary statutory steps to be arranged at its own cost.				

7.2. Scope of the Work

The scope of the Project (the "**Scope of the Project**") for the MDO shall mean and include, after Appointed Date and during the Contract Period:

a) all incidental works prior to commencement of copper production including those required during re-opening and development, creation of Mines entry through decline portal.
b) acquiring required land, obtaining physical possession of land, Rehabilitation and Resettlement ('**R&R**') of Project Affected Persons ('**PAPs**') in accordance with the R&R Plan;
c) procurement of the Applicable Permits, including those set out at Schedule E of the Mining Service Agreement, required for re-opening, development, production of copper, processing of copper ore and Selling of MIC on behalf of the HCL;
d) undertaking/conducting scientific studies as recommended by the Directorate General of Mines Safety ("**DGMS**") or any other regulatory authority during re-opening, development and production of copper, processing of copper ore, in accordance with Clause 5.25 of the Mining Service Agreement;
e) re-opening and development of the Mines on the Site specified in Schedule- A, Schedule-C of the Mining Service Agreement and conforming to the Specifications and Standards of the Mining Plan;
f) strata monitoring and support during re-opening, development and production of copper from Underground Working;
g) Production of copper ore from the mines, processing of same in the concentrator plant for production of MIC and delivery of MIC with due regard to safety in accordance with the provisions of this Agreement;
h) operation and maintenance of the Mines and Concentrator Plant in accordance with the provisions of the Mining Service Agreement and the Applicable Laws;
i) storage, handling and use of explosives;
j) performance of all activities related to progressive mine closure, final mine closure, reclamation {including backfilling of tailings in the mines} as per the Mining Plan;
k) safety of Mine;
l) recruitment and payment of wages and other benefits to workmen and manpower as per the statues/Applicable Laws. MDO shall also make the payment of the statutory manpower deployed by HCL for this project;
m) statutory responsibilities and obligations of the Owner under the Mines Act,1952; and
n) MDO shall bear all unforeseen and residual expense applicable upon the Project.

The brief overview of scope of work for the MDO will cover the following areas:

- Mining of ore which includes the reopening of Rakha mine, development of underground Chapri mine, exploration and exploitation of copper ore from Rakha and Chapri block in scientifically and environment friendly manner for production of copper ore, excavation of the rock as per the specification, loading, transportation, and disposal of the rock at the specified place.
- Commissioning and operations of a matching capacity Concentrator Plant at Rakha to beneficiate the ore produced from Rakha & Chapri block.
- 100% financing of the project.
- The successful MDO will operate and maintain the equipment at Rakha and Chapri block and Concentrator Plant. The requirement of manpower shall be met by the successful bidder. The MDO shall engage manpower for supervision etc. at its own terms and conditions while adhering to the Applicable laws, provided that this manpower will have no legal right to the employment in HCL at the expiry of the term of the MSA. Provision of salary & wages shall be responsibility of HCL for HCL's manpower deployed at Rakha and Chapri Blocks and Concentrator Plant including that of the Project site.
- The successful MDO shall be primarily responsible for integrating technology into this project and implementing technologies in order to improve productivity, safety, and sustainability while at the same time minimizing environmental impact. This shall include but not limited to improving underground communication, automating processes, and utilizing more advanced methods of transportation.

- The following initiatives shall be considered & implemented by the successful MDO at its own cost for the entire duration of the project. Although the identified solution shall be implemented, sufficient attention shall be made to ensure that each solution component is a part of the integrated smart mine architecture so that data and communications are seamlessly exchanged between the systems for providing online access (24 hours) to all HCL authorized representatives thought out the contract period.

    1. GPS based tracking and Geo fencing:
        - Real-time location tracking and monitoring, especially of moveable assets.
        - All mine boundaries, unloading points like sidings, stockpiles, crusher and bunker, ore transportation routes, delivery points shall be geo-fenced.
        - Periphery surveillance using virtual fencing shall be done for detecting intrusion of vehicles with the intention of illegal transportation of mineral through unauthorized routes.
        - System shall be capable & generate alerts in case of misroute, overspeed, delay, overloading, wrong dump, incorrect material information, etc.

    2. Automation of Weighbridge system with RFID based Access Control at delivery points:
        - Weighbridge automation is to be carried out by the successful MDO considering all the delivery points as per the definition mentioned in 1.1.61.
        - RFID based access, CCTV surveillance cameras, Weighbridge controller, Traffic lights, Vehicle number plate recognition, Position sensors, other components, Integration with available ERP software etc. required for automating weighbridge system at the delivery points to be installed which shall identify vehicles and drivers to prevent unauthorized use and shall capture digital records of every vehicle at the weighing site.
        - RFID based automatic boom barriers shall be installed at all the entry and exit points of Mines and delivery points so that only authorized vehicles/tippers can enter/exit into the mine premises which eliminate the possibility of any ore pilferage and helps to regulate vehicle traffic.
        - Load cell, if required, shall be installed below static weighbridges for accurate weight measurements.
        - Number plate recognition software, or vehicle having a barcode placed in the front windscreen shall be automatically scanned to match the vehicle and recorded weight.
        - The information recorded for each vehicle shall be stored in the linked software and access/data shall be made available to HCL representatives as and when required.
        - Cross checking of net weight entered into govt portal (for Royalty payment) through QR code.

    3. User Interface/Reports/Dashboards through Web Based Application and Mobile Applications:
        - Reports & dashboards shall be accessible through web-based application, and available on desktop and mobile phones both on Android / IOS and the same shall be accessible from Project Head's Office, HoD's office of Project and Head Office of HCL.
        - MDO shall provide full support to extract and /or share data as specified by HCL and using standard mechanisms like exposing APIs, create users to access data from the database and share data dump in specified format.

- The reports shall mention & capture data including but not limited to truck number, cycle time details/duration of trip, distance traveled, payload/weight of material, weighbridge details, generated challan no, etc
- Consolidated reports shall be made available on hourly, shift wise, daily, weekly, monthly & yearly basis.
- As pollution control measures, auto sprinkling system shall be installed along all the approach road of the delivery points.

4. Training of employees of HCL:
    - MDO shall periodically impart safety training including management development program to the employees of HCL without any additional cost whatsoever, in nature.
    - MDO shall develop a state-of-the-art modern Training Center including simulator, etc at the project site

Brief Description of the Work

The broad scope of the MDO shall include all the activities required for re-opening, expansion and operation of Rakha Copper Mine, development and operation of Underground Mine at Chapri and supply, erection, commissioning, operation & maintenance of new Concentrator Plant of matching capacity at Rakha, Jharkhand as further detailed below:

a) Design & engineering, supply, erection/ construction, commissioning, mine development, production & maintenance, instrumentation & control, and other allied works related to mining operation and backfilling arrangement including all other associated works;
b) Design & engineering, supply, erection/ construction, commissioning, operation & maintenance, instrumentation & control, and other allied works related to new concentrator plant of matching capacity including tailing storage pond and transportation of tailings to mine for backfilling including all other associated works;
c) Development of the mines and commissioning of concentrator plant on the site specified in accordance with the provisions of the Mining Service Agreement, and conforming to the specifications, capacity, standards and the approved Mining Plan and Mining Service Agreement;
d) Other mine development and maintenance activities including but not limited to, assist for land procurement and resettlement & rehabilitation, diversion of road, electric lines etc., setting of site infrastructure including but not limited to explosive magazine houses, explosive vans, site office, diesel depot/ storage, electrical, mechanical and civil installation, access and haulage roads, drainage, dewatering, water treatment facilities, training institute, and establishment of welfare activities as per relevant mine rule, occupational health services as per statute, etc.;
e) Supply, operation and maintenance of mines, concentrator plant and allied infrastructures in accordance with the provisions of the Mining Service Agreement and Applicable laws;
f) All statutory safety requirements required manpower including Manager, Safety Officer, Assistant Manager, Ventilation Officer, Surveyor, Training Officer, Mine Foreman, Mining Mate, Blaster, Winding Engine driver, Banksman, Signalman, Magazine Clerk, Mechanical Engineers, Mechanical Foreman, Electrical Engineers, Electrical Supervisors, Electrician, Welfare Officer etc. shall be in the scope of the MDO.

    MDO shall construct, operate and maintain first aid stations at underground, first aid room at surface, rescue room, and vocational training center. MDO shall impart training for initial and refresher rescue trained persons as per statute.

    Apart from statutory supervisory manpower deployed by HCL, the MDO has to also, specifically deploy statutory manpower (i.e. persons holding requisite statutory competency certificates issued by the concerned statutory authorities) for conducting different mining activities/ operations safely abiding by the relevant laws and statute.

MDO shall also establish a dedicated training department with a fulltime staff which shall provide training to the persons deployed including employees of HCL for the entire range of mine-site activities.

MDO shall implement the recommendations of National Conference on Safety in Mines;

a) Design engineering, supply, erection & commissioning, including overhead lines, operation & maintenance of electrical substations, electrical infrastructure including transformers, breakers, electrical mining equipment & machineries, spares & consumables etc.;
b) Design, supply & installation of sub-stations & distribution network for townships, offices, and relevant supporting infrastructure shall also be the responsibility of the MDO;
c) Secondary source of power supply for emergency purposes of mines and plant as per statute shall be arranged by the MDO;
d) Design engineering, supply, erection & commissioning including operation & maintenance of mechanical machinery and equipment, spares & consumables etc. to achieve the mine production target as per plan etc. shall be under the scope of the MDO;
e) Supplied mining mechanical equipment need to conform to relevant Indian standards. In case there is no Indian standards, relevant standards of the country of origin (ISO/EN/DIN, etc.) shall be accepted by DGMS on its merit;
f) Use of approved various equipment in Mines is to primarily fulfill the statutory obligations enshrined under provision of Metalliferous Mines Regulations, 1961 and subsequent amendments thereof including various Circulars issued by Statutory Authorities from time to time;
g) Sufficient illumination in mines & surface, lightening protection system, CCTV monitoring system at every level platform & visual units installed at winder operator cabin, mine manager room etc.;
h) Sufficient illumination in plant & its premises, lightening protection system, CCTV monitoring system & visual units installed as required;
i) Designing, constructing and facilitating in getting necessary approval for relevant explosive magazine matching the annual production capacity;
j) Energy saving/ conservation initiatives, improvement in energy efficiency initiative including adoption of renewable energy;
k) Power supply for operations of Mines & Plant shall be under the scope of the MDO;
l) MDO shall ensure adherence to quality standards with requirement of relevant ISO certifications;
m) All Statutory compliance conditions implementation as per guidelines, rules and regulations issued by MoEF&CC, CPCB, JSPCB, CGWA and other environmental governing bodies and their amendments by relevant governing bodies from time to time shall be in the scope of the MDO;
n) If at any time MDO fails to comply with the applicable laws related to environmental governing bodies, statutory obligations or any kind of compensations raised by the statutory bodies shall be payable by the MDO;
o) MDO shall setup R&D building with all the necessary world class laboratory equipment, setup & consumables for regular samples preparation and analysis; Environmental lab and equipment for assessment of ambient air, water, noise, and land shall also be the responsibility of the MDO;
p) Water: The contractor shall make its own arrangement for water drawl (ground & surface) and treatment of water. The tariff for water drawl shall be borne by the MDO. Maintenance and augmentation of all pumping installations, pipe network, distribution system, and electrical supply system shall be carried out by the MDO at his own cost. Water recycling shall be used by the MDO to conserve water on best efforts basis;
q) MDO shall setup well equipped survey office with all qualified and statutory persons;
r) MDO shall provide, operate and maintain ambulances, fire tenders, explosive vans, fire extinguishers, utility vehicles etc. at its own cost;
s) MDO shall construct, operate & maintain the weigh bridge of rated capacity with all equipment including instrumentation & control for weighment of ore and other materials in the mines and concentrator plant as per the provisions of the MSA. The stamping of weighbridge shall be on the name of Hindustan Copper Limited. The weighment should be online basis and to be linked automatically with the administrative offices of HCL for real time monitoring;

t) All mines, concentrator plant and related infrastructure should have Effluent Treatment Plants (ETP) & Sewage Treatment Plant (STP) With zero discharge complying all pollution norms shall be under the scope of MDO;

Performance and fulfilment of all other obligations of the MDO and matters incidental thereto or necessary for the performance of any or all of the obligations of the MDO are under the Mining Service Agreement.

Note: In addition to the scope and responsibilities of the MDO stated above in clause 7.2, the detailed jobs for scope of work for Rakha and Chapri mines and the Concentrator Plant are mentioned further below in individual part thereof.

2.1.1 Rakha Mine

1. The mine is waterlogged, and dewatering is to be done up to 7th L initially. Further, dewatering has to be carried out from 7th L up to 9th L. All the surface installations including, compressors, headgears, ore bins, winders, ventilation fans, workshop etc. had been removed except some important infrastructures like administrative building, compressor house etc. remained, but these needs to be re-furbished completely.
2. The Rakha block has been mined by the present Rakha mine with Incline shaft No.5 and No.4. Two major ore bodies of prominence are lode no. 5 and lode no.6. The other lodes 3 & 4 are in the footwall and mostly exploited at the upper levels. Mine development is proposed in no.5 & no.6 lodes at all levels up to 9th L in phase - I and mining has extended in phase - II from below 9th L up to 14th L. Further, development of Rakha mining block 15th, 16th, and 17th L shall be developed when phase- II stoping gets commenced.
3. Design and engineering, supply, erection and commissioning, operation and maintenance etc. of winding system, headgears, loading & unloading arrangements, PLC system, signalling and communication setup etc.
4. The total Geological ore reserve computed up to 14th level and as per borehole data is 20.97 MT @ 1.17% Cu (approximately).
5. The total mineable tonnage is approximately 14.68 MT @ 1.05% Cu and currently the mine is non-operational.
6. Electrical Installation: Setting up of substations, required electrical infrastructure including required rated transformers, operation & maintenance of equipment, laying of double feeder transmission lines from Rakha switching yard to Rakha substation, laying of double feeder transmission lines (Overhead / underground) from Jadugora JBVNL substation to Rakha switchyard as per JBVNL norms CEAR-2010 & DGMS guidelines and applicable electrical standards including obtaining RoW. HCL switchyard at Rakha shall be used for both the Mines and Plant. In case, HCL will get the 33KV overhead/underground cable through JBVNL, the amount of expenditure will be recovered from the successful MDO.
7. All the surface installations including but not limited to, compressors, air receiver tanks, headgears, ore bins, winders, ventilation fans, DG sets, utility equipment, workshop, underground machineries for development and mining operation, (at shaft no. 4 & 5) dewatering arrangement, backfilling arrangement, safety and statutory equipment and any other ancillary infrastructure, equipment, machineries, etc. for development and operation of mine is under the scope of the MDO.
8. Design engineering, supply, erection & commissioning including operation & maintenance of mechanical machinery and equipment, spares & consumables, lubricants, manpower, etc. to achieve the production target as per mine production schedule.
9. Tentative production of copper ore as per proposed scheme of mining is given below:

Table: Rakha Block Tentative Production Schedule

Particular		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10 (Onward)
Rakha Block	Ore ('000 T)	0	0	50	300	400	450	500	750	1000	1500
	% Cu	-	-	0.8	1.05	1.05	1.05	1.05	1.05	1.05	1.05

Note: The combined copper ore production from Rakha & Chapri block shall be 3.0 MTPA from 10th year onwards.

Chapri Block

1. Chapri block is a virgin block which falls under the Rakha mining lease of HCL is located 15 kms away from Ghatsila railway station on Howrah - Mumbai main line and about 11 kms from Moubhandar works and township of HCL.
2. The brief scope of work shall include not limited to dewatering of existing waterlogged (~7000 cum), development of decline 1 in 7 gradient, underground mine development, stripping, sinking and equipping of eastern shaft, excavation of ventilation raises, production of ore from stopes, and underground definition drilling etc. Arrangements for sufficient illumination and dust suppression in compliance with relevant safety norms and regulations shall be arranged and made available throughout the entire length of the decline. At turnings, a suitable size convex mirror shall be installed for visibility. A bypass for vehicle crossing shall be developed at intervals of not more than 200m. During decline excavation, wherever bad roof conditions exists there shall be provided suitable support.
3. In phase – I, mining activity shall be performed up to 9th L and in phase - II mining activity shall be performed from below 9th L up to 14th L. Further development of Chapri mining block in 15th, 16th, and 17th L shall be developed when phase - II stoping gets commenced.
4. Design and engineering, supply, erection and commissioning, operation and maintenance etc. of mining equipment
5. Design and engineering, supply, erection and commissioning, operation and maintenance etc. of winding system, headgears, crushing system, loading & unloading arrangements, PLC system, signalling and communication setup etc.
6. Design and engineering, supply, erection and commissioning, operation and maintenance etc. of sinking of production & service shaft by use of state-of-the-art technology.
7. Electrical Installation: Setting up of substations, required electrical infrastructure including required rated transformers, operation & maintenance of equipment, laying of double feeder transmission lines from Kendadih overhead line to new Chapri substation as per JBVNL norms CEAR-2010 & DGMS guidelines and applicable electrical standards.
8. All the surface installations not limited to compressors, ventilation arrangements, DG set, utility equipment, workshop, underground machineries for development and mining operation, dewatering arrangement, backfilling arrangement, safety and statutory equipment and any other ancillary infrastructure, equipment, machineries, etc. for development and operation & maintenance of mine is under the scope of the MDO.
9. For decline development and production all machineries and equipment, ventilation system, dewatering arrangement, loading & unloading of ore and transportation to concentrator plant is under scope of the MDO.
10. Design engineering, supply, erection & commissioning including operation & maintenance of all mechanical machinery and equipment, spares & consumables, lubricants, diesel, manpower etc. to achieve the production target as per mine production schedule etc. is under scope of the MDO.
11. The block will start developing from 1st year onwards.
12. The total Geological ore reserve computed up to 14th level and as per bore hole data is 76.95 MT @ 0.88% Cu. The total geological reserve estimated upto 18th level is about 81.11 MT @0.88%Cu (from RRA Grid 29700 N to 28300 N).
13. The total minable tonnage upto 14th Level is 53.865 MT @ 0.79% Cu considering about 70% recovery. However, the mineable tonnage may vary according to the applicable mining method. (Below table showing the proposed production plan). Further exploration has been done up to 18th level and mineable reserve are estimated about 56.77 MT @ 0.79% Cu up-to 18th level. The orebody is open and continues further downwards.
14. Tentative production as per proposed scheme of mining is given below:

Table: Chapri Block Tentative Production Schedule

Particular		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10 Onwards

Particular		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10 Onwards
Chapri Block	Ore ('000 T)	0	50	150	300	500	690	850	1200	1400	1500
	% Cu		0.80	0.90	0.94	0.94	0.94	0.94	0.94	0.94	0.94

Note: The combined copper ore production from Rakha & Chapri block of Rakha mining lease shall be 3.0 MTPA from 10th year onwards.

2.1.2 New Concentrator Plant

1. The treatment of the Copper ore production from Rakha and Chapri block of Rakha mining lease will require a matching capacity of concentrator plant.
2. 90.30 acres land for the installation of new Concentrator Plant is available with HCL for which execution of lease deed agreement is under process. If additional land will be required for installation and disposal of tailings for the matching capacity of the concentrator plant, MDO shall arrange at its own cost.
3. MDO shall do the design, engineering, supply, installation, erection, commissioning, operation, and maintenance of the matching capacity of the Concentrator Plant.
4. Design, engineering, supply, installation, erection, commissioning, operation, and maintenance of tailing pond, water recovery and disposal arrangement with state of art technology.
5. Supply of all consumables and reagents shall be under the scope of MDO.
6. MDO shall obtain and supply all the necessary approvals, permissions including RoW (if required) and requirements (like water, power, safety appliances and consumables) to operate the concentrator plant.
7. MDO shall undertake the transportation of ore from mines to the concentrator plant and classified mill tailings from the tailing pond to the backfilling site.
8. MDO shall construct and commission the matching capacity Concentrator Plant to meet the beneficiation of copper ore as per production schedule of the mines.
9. Electrical Installation: Setting up of substations, required electrical infrastructure including required rated transformers and other electrical plant equipment, operation & maintenance of equipment, spares, consumables, laying of double feeder transmission lines (overhead / underground) from proposed new JBVNL substation at Rakha to plant as per applicable statutory norms and electrical standards.
10. Design engineering, supply, erection & commissioning including operation & maintenance of all mechanical machinery and equipment, spares & consumables, lubricants, utility & maintenance machineries, workshop, manpower, etc. to achieve the plant production target as per mine production schedule shall be in the scope of the MDO.
11. MDO shall develop all infrastructure facilities not limited to office building, plant, pond, canteen, workshop, time office, first aid, garages, laboratory, security room etc.
12. MDO shall produce the concentrate having minimum 25% Cu with recovery in the range of 94-95% and moisture content less than 8%.
13. Plant is required to be set up with the state of art technology / SMART-HART.
14. MDO shall construct the ore stockyard and concentrate go-down with a shed inside the plant.
15. Establishment of Laboratory (R&D and Environment).

2.1.3 R&D activity / Chemical analysis:

1. MDO shall setup central R&D laboratory building at Rakha with all necessary world class lab equipment setup, consumables, and manpower for regular samples preparation and analysis of copper ore, copper concentrate, channel sampling and other research activity for continuous development.
2. MDO should appoint qualified experienced R&D professionals for QA/QC Plan, supervision of regular sampling, analysis, availability of manpower, chemicals, lab equipment annual maintenance contract (AMC) for smooth operations of R&D.
3. Sampling and analysis of copper concentrate (WMT-Wet Metric Ton) will be carried out by HCL. The sampling procedure and test results of the moisture content and copper content will be considered as stipulated in the Draft Mining Service Agreement

2.1.4 Environmental activity

1. MDO shall set up & operate a full-fledged Environmental Laboratory with modern equipment for necessary environmental parameters monitoring.
2. MDO shall appoint qualified environmental professionals for smooth running of the laboratory.
3. All statutory compliance conditions required for implementation of mines & concentrator plants as per MoEF&CC, CPCB, JSPCB, CGWA and other environmental/ regulatory governing bodies and amendments by governing bodies from time to time are in the scope of the MDO.
4. MDO shall assist HCL and follow up for obtaining necessary statutory permissions Like EC, CTO, CTE, HW Authorization, Dewatering permission from CGWA, surface water withdrawal permission from Water Resource Department and other environmental governing bodies.
5. Note: Design, engineering, supply, consumables, instrumentation, civil, electrical, mechanical, water, power, recovery of water and manpower etc. and any other requirement for plant commissioning, operation and maintenance shall be undertaken by MDO.

2.1.5 Selling of MIC

MDO shall act as an agency responsible for Selling of MIC at per the LME Copper Price considering the TC/RC in account of that. The selling of the MIC will be conducted by the MDO in an open and efficiently transparent manner on a portal decided by HCL and any charges related to selling shall be borne by the MDO. The total sale proceeds received from the Buyer(s) shall be deposited into an escrow account opened by HCL and MDO for the purpose of this Agreement.

2.1.6 Technical Note

a) Position of Rakha and Chapri blocks are given below:

S.No	Name of Block	RRA Grid / Local Grid		Strike length (m)
		Start	End	
1	Rakha	30800 N / 400 mSE (from No. 5 Shaft)	29700 N / 1560 mSE	1100
2	Chapri	29700 N / 1560 mSE	28300 N / 2950 mSE	1400

b) Reserves:

Estimated Mineable reserves for Rakha and Chapri blocks have been calculated with 30% reduction from Geological reserves/ resource (due to pillars etc.) with 10% reduction in Grade (due to dilution).

The status of block reserves of Rakha and Chapri vis-à-vis mineable reserves is tabulated below:

(Tonnage in million tone)

Level	Block	Geological Ore Reserve		Mineable Reserve	
		Ore	% Cu	Ore	% Cu
Upto 9 L	Rakha	10	1.17	7	1.05
	Chapri	57.67	0.89	40.369	0.80
Sub Total		67.67	0.93	47.369	0.84

Level	Block	Geological Ore Reserve		Mineable Reserve	
		Ore	% Cu	Ore	% Cu
Upto 14 L	Rakha	20.97	1.17	14.679	1.05
	Chapri	76.95	0.88	53.865	0.79
Grand Total		97.92	0.94	68.544	0.85

Level	Block	Geological Ore Reserve		Mineable Reserve	
		Ore	% Cu	Ore	% Cu
Upto 18 L	Chapri	81.11	0.88	56.777	0.79

The mineable reserve estimate may vary on the method of mining. The present available mineable reserve is sufficient to meet 28 years production requirement from these blocks up to 14/13 L. However, exploration works being carried out by HCL and the expenditure for the same will be reimbursed by MDO.

c) Proposed Entries:

i. **Production shaft:**

Considering above, it is proposed to sink the Production shaft upto 21st L. Considering high production volume, it is proposed to install two numbers Ground mounted Koepe Winders with 1.5 million tonne per annum capacity each. Inset will be 2nd L onwards. By commissioning two numbers of winders, it is also envisaged that production will not come to a standstill in case of breakdown of one winder.

Proposed shaft location: L 9670.00 / (1800 mSE), D: 10090.00
Top RL of shaft: 135.15 m
Proposed finished diameter of shaft: 7.0 m
Proposed sinking depth (upto 21st L): 700 m

It is also proposed that each winder will have capacity of 500 tph (tonne per hour) from an ultimate depth of 700 m. Skip will also have canopy arrangement for maintenance.

A spillage shaft from 19th L to 21st L shall be excavated and equipped with single drum winder suitable for men and material hoisting.

ii. **Service shaft:**

It is proposed to sink the service shaft initially up to 10 m below 18th L. It is proposed to install one ground mounted double drum conventional winder with double deck cage for carrying 70 persons at a time with a counterweight and a capstan winder with counterweight for emergency evacuation to a maximum depth of 1000 m.

Proposed shaft location: L 9963.00 / 1293mSE, D: 9675.00
Top RL of shaft: 125.00 m
Proposed finished diameter of shaft: 6.5 m
Proposed sinking depth (approximately): 600 m

iii. **Decline:**

It is proposed to develop decline from the Adit no. 1 of Chapri block upto 6th L initially and then develop upto 9th L for phase – I production. For phase–II production, decline will be developed upto 19th L. Decline dimension is proposed 5.5m (W) X 4.5 m (H) in order

to keep a provision of 50-65 tonne dumper if required for production purpose.

Proposed Decline location: From Adit no. 1
Top RL of Adit no. 1: 136.89 m.
Length of Decline upto 19th L (approx.): 5300 m.
Dimension of Decline: 5.5m(W) x 4.5m(H) [Arch Shaped]

iv. **Eastern shaft:**

Striping/ widening of the existing shaft from existing dimension of approximately 1.5m x 3m to 5m x 5m finished size (from surface to full depth of the shaft i.e. 52m). Then the shaft deepened upto 14th L. This shaft will be utilized as ventilation return shaft. The evasee and supply and installation of suitable mechanical ventilator needs to be made.

Proposed shaft location: L 9015.00/ 2710 mSE, D: 10728.00
Top RL of shaft: 178 m
Proposed finished size of shaft: 5 m x 5m
Proposed sinking depth (approx.): 510 m

v. **Ventilation shaft:**

A return ventilation shaft for ventilating the crusher chamber and upper levels will be sunk by drop raising technique from 19th L up to 6th L in stages. From 6th L it will come to 3rd L and to be connected via the existing crosscut to the present existing vertical shaft. The crosscut and the vertical shaft need to strip and widened. The ventilation raises, so formed, are to be connected from each level for return ventilation. The evasee and supply and installation of suitable mechanical ventilator needs to be made.

However, the above location is tentative in nature and MDO will be free to select new location for Production, Service Shaft and Ventilation Shaft. MDO can enhance the capacity as indicated above keeping the proposed depth / length same.

d) Summary of shafts/openings

Sl	Description	From	To	Depth		
				Existing	Required	Total
1	Production shaft	S/f	21L		700 m	700m
2	Service shaft	S/f	18L		600m	600m
3	Eastern shaft	S/f	14L	52 m	510m	562m
4	Ventilation shaft	S/f	19L			600 m
5	Western shaft*	S/f	1L	23m	-	23m
6	No.5 shaft*	S/f	7L	200m	70m	270m
7	No.4 shaft*	S/f	7L	207m		207m
8	Decline 1 in 7 gradient	S/f	19L	-	5300m	5300 m

*Note: For the existing shafts/opening i.e. Western shaft, No.5 & 4 shaft detail description to be included.

e) Mine Production:

Phase–I: Phase-I consisting of two stages, in stage-I the mining from both Rakha and Chapri block will be done upto 6th level and in stage-II the mining operations will be extended upto 9th level.

Phase–II: The mining operations will be extended in Chapri & Rakha block upto 14th level.

f) Ventilation Shafts:

Intake shaft	**Return shaft**
Initial Stage for Rakha	**Initial Stage for Rakha**
No. 5 shaft – 400 mSE	Western shaft
No. 4 shaft - 1200 mSE	
Final Stage	**Final Stage**
Production shaft Chapri – 1800 mSE	Eastern shaft – 2710 mSE
Service shaft Chapri – 1293 mSE	Ventilation shaft – 1625 mSE
Shaft at 3000 mSE for hangwall lode	Decline 1 in 7 gradient
	No. 5 shaft

a) In phase-I, stage-I, No.4 and No.5 inclined shaft of Rakha block will be equipped with Winders with a hoisting capacity of 1500 tpd from both the shaft. Man-winding provisions will be made through No.5 shaft.

b) In phase-I, stage-II, Production Shaft will cater to hoist the ore production will be generated from Rakha & Chapri Block above 9th Level. The centralized ore handling facilities will be developed along with Main production shaft.

c) In phase-II, Production shaft will cater to hoist the ore production generated from Rakha & Chapri Block below 9th L to 14th L. Crusher will be installed at 18th L. Fine ore bin will be between 18th to 19th L. Belt Conveyor for loading ore into the measuring hopper will be installed at 19th L to feed the skip below 19th L. The centralized ore handling facilities will be developed along with Main production shaft.

d) 15th, 16th & 17th level will be developed after commencement of production in phase II dumping in the same ore transfer via finger raises.

e) Summary of Ore Production and Beneficiation:

S No	Mining Lease	Annual ore production	Annual beneficiation
1	Rakha Mining Lease	3 MTPA	3 MTPA

g) The tentative total ore production of 3.00 MTPA will be generated from Rakha and Chapri mines. The matching capacity new concentrator plants have to be installed by the MDO.

h) EC application for concentrator plant over the newly acquired land has to be made after finalization of TEFR by the MDO.

i) The feasibility studies and detailed design for accommodating the plant and tailings needs to be carried out. Thereafter, statutory permissions like Environmental Clearance for Integrated Concentrator Plant and Mines and Forestry clearance, if any, will be obtained.

j) MDO shall be responsible for provision of civil amenities such as water, drainage, electrification, roads, health check-ups/ clinics, and other welfare activities in the project area.

k) MDO shall, at all times, comply with all the Applicable laws including but not limited to the following Acts and Rules and any subsequent amendments therein:

(i) The Mines Act, 1952
(ii) Mines Vocational Training Rules, 1966
(iii) The Employees Compensation Act, 1923.
(iv) CMPF and miscellaneous provisions Act, 1948
(v) Electricity Act, 2003 & CEAR 2010
(vi) Petroleum Act, 1934
(vii) Explosive Act, 1884
(viii) The Apprentices Act, 1961 and Rules made thereunder.
(ix) The Contract Labor (Regulation and Abolition) Act, 1970.
(x) The Workmen's Compensation Act, 1923
(xi) The Code of Wages 2019 and rules there under.
(xii) The Maternity Benefit Act, 1961.
(xiii) The Employers' Liability Act, 1938.
(xiv) Workmen's compensation Act, 1923
(xv) The Employment of Children Act, 1923
(xvi) Mines Rules, 1955
(xvii) The Forest (Conservation) Act, 1980
(xviii) Mines (Rescue) Rules, 1985
(xix) The Maternity Benefit (Mines) Rules, 1963
(xx) Factories Act, 1948
(xxi) Child Labor (Prohibition and Regulation) Act, 1986
(xxii) Mineral Conservation and Development Rule 2017
(xxiii) Water (Prevention and Control of Pollution) Act 1974
(xxiv) Air (Prevention and Control of Pollution) Act 1981
(xxv) Environment Protection Act 1986
(xxvi) Wildlife Protection Act 1972
(xxvii) Forest Act 1927
(xxviii) Hazardous Waste Management (HWM) Rule 2016
(xxix) Occupational Safety, Health and Working Conditions (Central) Rules, 2020
(xxx) Occupational Safety, Health and Working Conditions Code, 2020
(xxxi) Metalliferous Mines regulations 1961/2019
(xxxii) Explosive Rules 2008
(xxxiii) Battery Waste Management Rule 2020
(xxxiv) Solid Waste & E-Waste Management Rule 2016
(xxxv) Any/ all other relevant Acts and Rules guiding the development, operations, and maintenance of copper ore mines and beneficiation/ concentration plants.

Any other work, as may be assigned by HCL from time to time during the contract period, incidental to development, operations, and maintenance of Mines and Concentrator Plant

8. Qualification Requirements

8.1. Qualification Routes:

8.1.1. The Proposal is to be submitted by:

A. Route A: Bidder or Bidding entity, which shall include any domestic or foreign company or legal entities (LLC/ LLP/ Partnership) incorporated in India as per Applicable Laws; or

B. Route B: Bidding Consortium, members of which shall be any domestic or foreign company or legal entities (LLC/ LLP/ Partnership) incorporated in India as per Applicable Laws.

8.2. Route A: Sole Bidding

8.2.1. Under Route A, the Bidder should either be a Company/ LLC/ LLP/ Partnership meeting the Technical and Financial Criteria on its own on standalone basis or with the help of a Supporting partner in the form of a direct Holding company or Subsidiary company of the Bidder or subsidiary of holding company.

8.2.2. If Bidder does not meet either, the Technical and / or Financial Criteria on its own, it can take strength from the experience of any Supporting Partner. The Supporting Partner of the Bidder shall meet (either the entire Financial Criteria or the entire Technical Criteria), as applicable, for which the Bidder is taking its strength and thus meeting both Technical and Financial Criteria. In case the Bidder draws the financial strength from the Supporting Partner then for this purpose, audited standalone financial statements of such direct Subsidiary company or Holding company shall alone be considered for evaluation.

8.2.3. Bidder and its Supporting Partner should have positive Net Worth as on last date of each of the last 03 (three) Financial Years i.e. FY 2019-20, FY 2020-21 and FY 2021-22.

8.2.4. If a Bidder takes strength of the Holding company or Subsidiary company or Subsidiary company of holding company for technical or financial qualification as specified in Section 8.2.2 above, it shall submit legally binding undertaking supported by a board resolution in accordance with the formats provided in the Section 12.7 and 12.8, at the Proposal stage from its direct Subsidiary company or Holding company providing strength for technical or financial qualification that all the technical and financial obligations of the Bidder shall be deemed to be technical and financial obligations of its direct Subsidiary company or Holding company Subsidiary company of holding company, and in the event of any default or failure to perform on the part of the Bidder the same shall be met by its Supporting partner i.e. direct Subsidiary company or Holding company or Subsidiary company of holding company

8.2.5. In case the Bidder takes strength from any one of its direct Subsidiary company or Holding company Subsidiary company of holding company, the Bidder shall have to submit a duly executed Joint Operating Agreement (JOA) in the format provided for in 12.11 along with its Techno-Commercial Proposal and the Company which is providing strength to the Bidder, i.e. Supporting Partner shall need to submit an additional Corporate Performance Guarantee in the form of bank guarantee for an amount

equivalent to the performance security within 30 days of date of issuance of LOA as defined in Section 10.15 and as per the format provided in the Draft MSA in Schedule-1, in lieu of security for compliance of performance in case the Bidder fails to fulfil its obligations.

8.2.6. Bidder shall have to provide a certificate from its statutory auditor confirming the relationship with the Supporting Partner including exact details about the equity shareholding and voting rights as on fifteen (15) days prior to the Bid Due Date failing which the Proposal shall be treated as non-responsive.

8.2.7. In case, the Supporting Partner is the Holding company, the Holding company shall hold at least 51% equity in the Bidding entity at least till achievement of Annual Peak Rated Capacity. In case the Supporting Partner is a Subsidiary, the Bidding entity shall hold at least 51% equity in the Subsidiary at least till achievement of Annual Rated Capacity.

8.2.8. If the Bidder forms a Special Purpose Vehicle (SPV) to act as the MDO, it shall hold 100% of the equity in the MDO SPV till the achievement of Annual Rated Capacity and thereafter at least 51% of equity in the SPV during the Contract Period. Any change in the shareholding of the SPV, can be made only after obtaining the prior written consent of HCL. Notwithstanding the formation of the SPV, the Selected Bidder shall be jointly and severally responsible with the SPV for performance of the obligations contemplated under the Tender Document.

8.2.9. The Bidder or any of its Affiliates or Associates can purchase the Tender Documents for their own Bid or on behalf of their Affiliates or Associates. No other entity shall be eligible to purchase the Tender Documents on behalf of the Bidder.

8.3. Route B: Bidding Consortium

8.3.1. **A Bidding Consortium shall comprise of maximum two members.** The members can be a Company/ LLP/ LLC/ Partnership registered in India under relevant Applicable Laws.

8.3.2. The Bidding Consortium shall comprise of a Lead Member and Other Member. The Lead member shall hold a minimum of 51% of the equity; while, Other member shall hold a minimum of 26% equity interest in the Bidding Consortium.

8.3.3. All Consortium members shall select one of the members of the consortium as the "Lead member" who should meet Financial criteria mentioned at Section 8.5.4 on its own and shall hold minimum 51% (fifty one percent) equity in the Biding Consortium/JV Company at all times. Also, the lead member must have credential and satisfactory completion of the similar nature of works (i.e.as mentioned in the eligibility criteria of this RFP) of completion not less than 50% value of qualifying quantity.

8.3.4. Bidder may be a Consortium of up to a maximum of two corporate entities. Lead member should meet the entire Financial Criteria mentioned at section 8.5.4 and the Other Members should meet the entire Technical Criteria mentioned at Section 8.5.1.

8.3.5. Lead member shall have to provide a certificate from its statutory auditor confirming the relationship with other consortium member including exact details about the equity share holding and voting rights as on fifteen days prior to the bid due date failing which the proposal shall be treated as non-responsive.

8.3.6. In case the Bidder is a Bidding Consortium, the Proposal must be submitted in the name of the Bidding Consortium signed by the Authorised Representativeof the Consortium who shall be an employee/ officer of the Lead Member.

8.3.7. In case the Bidder is a Bidding Consortium, the members are not allowed to take strength from their Subsidiary company or Holding company.

8.3.8. Any Bidding Entity whether by itself or through its Promoters, Affiliates, Associate and/ or its Subsidiary(ies) and/ or its Holding company(ies) cannot be a member of more than one Bidding Consortium.

8.3.9. In case the Bidder is a Bidding Consortium, each member of the Consortium should have positive Net worth during each of the last 3 financial years i.e., FY 2019-20, 2020-21 and 2021-22.

8.3.10. In case the Bidder is a Bidding Consortium, Members will be required to furnish legally enforceable Consortium Agreement in the format as specified in Section 12.10 along with its Techno-commercial Proposal holding themselves jointly & severally responsible and liable to HCL to perform all contractual obligations as per the terms and conditions of the Draft Mining Services Agreement (provided in Schedule 1), valid for the entire Contract Period. No change in the composition of the Consortium shall be permitted without the prior written consent of the HCL. The Lead Member of the Consortium shall be responsible for coordination of all the activities of the MDO as specified in the MSA.

8.3.11. In case the Bidder is a Bidding Consortium and it takes strength of the Other Member for technical qualification, in accordance with the provisions of the Section 8.5.1, it shall submit legally binding undertaking supported by a board resolution at the Proposal stage from its Other Member providing technical qualification that all the obligations of the Bidder or the Lead Member of the consortium shall be deemed to be obligations of its Other Member, and in the event of any default or failure of the Bidding Consortium to perform the same shall be met by the Other Member. The draft format for such board resolution is provided in Section 12.8.

8.3.12. All Members in the consortium shall be severally and jointly responsible for all liabilities including operational, financial, legal, environmental and technical liabilities on behalf of the Bidding Consortium.

8.3.13. Change in the Other Member of the Bidding Consortium shall not be permitted, except with the prior written permission from HCL, such prior written approval of HCL shall be issued at its sole discretion.

8.3.14. If the Selected Bidder is a Consortium, then the Lead Member shall hold at least 51% of the equity in the JV Company/MDO throughout the Contract Period. The Other Member shall hold at least 26% of the equity in the JV Company/MDO till 10 years from the Appointed Date as mentioned in the MSA. The JV Company/Project Company shall not undertake any other business during the Contract Period except for the execution of the project or in connection therewith.

8.3.15. In case of Bidding Consortium, Earnest Money Deposit (EMD) shall be submitted/ issued by Lead Member of the Consortium and shall be deemed enforceable on all the Other Member.

8.4. Other conditions for Bidders

8.4.1. The Bidding Entity/ the Lead Member of Bidding Consortium should designate maximum three persons to represent the Bidder or Bidding Consortium in its dealings with the HCL. The person(s) so designated shall be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into an agreement on behalf of the Bidder.

8.4.2. The Bidder should submit the power of attorney(s), authorizing the signatory of their Proposal to bind the Bidder, along with submission of Proposal as per the format provided in Section 12.12 or 12.13 of this Tender Document.

8.4.3. A Bidder shall submit only one Proposal either as a single Bidding Company or as part of a Bidding Consortium.

8.4.4. Conditional bids will not be considered for opening of financial proposal or forward bidding.

8.4.5. HCL reserves its right to waive non-substantial deviations without being bound to do so.

8.4.6. The Bidder declares it has not been backlisted by its Government or its undertaking. It further declares that none of their directors or partners or the consortium members, jointly or severally and/or individually has been blacklisted by their respective Government or its undertakings.

8.4.7. The Bidder, the Lead Member of the Bidder and Other Member of the Bidder declares that it has never been declared insolvent, nor has any proceedings for insolvency or bankruptcy ever been commenced against it/them. Further, neither the Bidder nor any of their directors/partners/consortium member are subject to any order of punishment/sentence by any court of law or any judicial/quasi-judicial body.

8.4.8. The Restrictions under Rule 144 (xi) of the General Financial Rules (GFRS), 2017 shall be prevailed for the Bidders. The certificate regarding compliance as per Schedule 10 have to be submitted by Bidder.

8.5. Qualification Criteria

The Bidders shall furnish all the details as per Technical and Financial Criteria mentioned below. Bids that are not in compliance with the Technical and Financial criteria shall be rejected.

8.5.1. Technical Criteria

The Bidder shall fulfil the Technical Criteria as mentioned below. In case of a Bidding Consortium, the Lead member should meet the entire Financial Criteria mentioned at section 8.5.4 and the Other Member should meet the entire Technical Criteria mentioned at Section 8.5.1. The bidder shall submit the details required for Technical Criteria as per Section 12.4.

Technical Criteria (Mining):

Bidder should have successfully developed and operated a mine allotted to a Central/State Government Company in India having reserves of 100 million tonnes and excavated any of the 'considered mineral' from such single mechanised opencast mine on an annual average volume not less than 6.00 million tonnes per annum during 03 (three) consecutive Financial Year in last in last 07 (seven) consecutive Financial Years i.e. 2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22.

**Mechanized opencast mine means excavating & transporting the 'considered mineral' through mechanized means.*

OR

Bidder should have successfully developed and operated a mine allotted to a Central/State Government Company in India and extracted any of the 'considered mineral' from such single mechanised underground mine not less than 2.40 million tonnes per annum during 03 (three) consecutive Financial Year in last in last 07 (seven) Financial Years i.e., 2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22.

Note:

1. The successful MDO shall bring a reliable contractor who shall facilitate/provide assistance for the installation and operation of the matching capacity Beneficiation plant. A Self Cerification in this regard shall be submitted by Bidder as per the format provided in Section 12.4.B.

2. The bidder shall also have prior experience in the obtaining statutory clearance and shall submit a self-attested certificate in this regard.

8.5.2. **Note for Technical Criteria**

I. In order to be qualified for participation in this process, Bidder needs to fulfil the Technical Criteria as mentioned in Section 8.5.1.

II. The term **"Considered Mineral"** means any mineral out of Copper, Zinc, Lead, Gold, Manganese, Uranium, Chromium, Iron, Bauxite and Coal.

III. The word "**developed**" means that the Bidder should have:

a. Facilitated or assisted in obtaining physical possession of acquired land or in land acquisition, R&R and assisted in obtaining statutory clearances/approval for the mine; and

b. carried out mine development (development of underground drive/drift, incline/shaft in case of underground mine, Infrastructure development for the mine, involving construction of ore Beneficiation plant / coal handling plant / ore handling plant, workshop and buildings)

of any Considered Mineral either on its own or as a contractor through sub-contracting.

IV. The word '**operated**' or '**operation**' in the context of technical criteria as mentioned in clause 8.5.1 means that the Bidder should have performed the necessary activities of

drilling, excavation, hauling, mineral handling, and loading etc. on its own or as a contractor through sub-contracting.

V. The word '**extracted'** in the context of technical criteria as mentioned in clause 8.5.1 means that the bidders should have performed the necessary activities towards extraction of the considered minerals.

VI. In case a Bidder (whether as a single Bidding Entity or as a member of the Consortium) is claiming mining experience where it is operating as part of a consortium or a joint venture, it shall also submit a notarised copy of the consortium agreement or Joint Venture agreement (as the case may be), which clearly spells out the extent of its ownership/share in such Joint Venture, as reasonable claim for its qualification, as the case may be.

In case both the contractor and subcontractor claim the experience related to the same mine for fulfilling the technical criteria, only the experience of the party that has actually executed the work shall be considered. In case the Bidder was a sub-contractor in the claimed work experience, the technical capacity will be considered on the basis of actual volume of work executed by the sub-contractor. However, in absence of above scenario, the Bidder holding atleast 51% in such consortium/JV/project can claim entire operational experience of its consortium/JV/project.

If such consortium or Joint Venture has carried out development of a mine, then the Bidder can claim entire experience of development of the mine irrespective of its extent of ownership in such consortium or Joint Venture.

VII. The Bidder (whether as a single Bidding Entity or as a member of the Consortium) shall also furnish the contact details (including name, designation, email id and mobile phone number) of the mine manager employed by the owner of the mine. In case the mine manager is not employed by the owner of the mine, the Bidder shall share similar contact details of the authorized representative of the mine, who is involved in monitoring the mine operations from the owner's side.

8.5.3. **Supporting documentary evidence required to meet the Technical Criteria**

Bidder is required to submit the following documents notarized from Public Notary:

a) a statutory auditor's certificate OR the certificate from the owner/lessee certifying
   i. the Annual Rated Capacity of the mine;
   ii. the details of the Considered Mineral production achieved in the time period under consideration;
   iii. scope of activities performed;
   iv. the development activities undertaken by the Bidder;
   v. certificate of incorporation

b) Contact Details (Name of Authorised person, Address, email address) of the owner of mine from where Bidder has taken the experience to meet the Technical Criteria.

c) In case a Bidder (whether as a single Bidding Company or as a member of the Consortium) is claiming mining experience where it is operating as part of a consortium or a joint venture, it shall also submit a notarized copy of the consortium agreement or joint venture agreement (as the case may be), clearly explaining the

extent of its ownership in such consortium or joint venture, as reasonable claim for its qualification.

d) Certificate and/or LOA work orders from the mine allottee and/or contractor for the same, in case the bidder is participating through subcontractor.

8.5.4. **Financial Criteria**

The Bidder shall fulfil the Financial Criteria as mentioned below. In case of a Bidding Consortium, Lead Member must fulfil the entire Financial Criteria on its own. The bidder shall submit the details required for financial criteria as per Section 12.5.

A. In any 03 (three) audited consecutive Financial Years out of five financial years i.e. FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21, and FY 2021-22:

i. the average annual turnover of the Bidder should not be less than INR 500 Crore (Indian Rupees Five Hundred crore) or in equivalent foreign currency;

ii. Net worth of the Bidder, as on the last date of the last financial year out of the three audited consecutive Financial Years, should not be less than INR 300 crore (Indian Rupees Three Hundred crore), or in equivalent foreign currency; and Net worth should be equal to or more than 100% of its paid-up share capital. Further, Bidder shall have positive Net worth as on last date of each of the last three Financial Years i.e. FY 2019-20, FY 2020-21 and FY 2021-22.

iii. the average annual Cash Accrual of the Bidder should not be less than INR 100 Crore (Indian Rupees One hundred crore), or in equivalent foreign currency.

Further, no Corporate Insolvency Resolution/liquidation process should have commenced in respect of the Bidder and in case of Consortium bidding, its Lead Member and/or Other Member under the Insolvency and Bankruptcy Code, 2016 and any other laws applicable to the Bidding Entity. (A self-declaration in the prescribed format (Section 12.19) by the Bidder to this effect shall be submitted)

8.5.5. **Note for Financial Criteria**

I. In order to be qualified for participation in the process for Appointment of Mine Developer and Operator for Re-Opening & Expansion of Rakha Copper Mine, Development and operations of Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand of HCL at East Singhbhum district in Jharkhand, Bidder needs to fulfil all the Financial Criteria(s) A(i), A(ii), and A(iii) as mentioned in Section 8.5.4. For the purpose of this, only standalone financial statement shall be considered.

II. Cash Accrual shall mean net cash flow from operations i.e. Profit after Tax (PAT) + Depreciation + Other non-cash expenses.

III. In preparing the Proposal, Bidders are expected to examine the documents comprising this Tender Document in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal of the Bidder.

IV. In support of Financial Criteria, Bidder shall submit audited financial statements.

V. The financial figures should be provided in INR or equivalent foreign currency. In case of foreign currency, the equivalent INR value be estimated based on the exchange rates as

on the date of issuance of NIT, published by the Reserve Bank of India by itself or via Financial Benchmarks India Pvt. Ltd. Or via any other agency authorised by RBI to publish the exchange rates.

VI. In case of the companies incorporated in countries other than India then, only for the purpose of meeting the financial qualifications as per Financial Criteria, the Financial Year shall mean a 12-month period corresponding to the audited financial statements as applicable in their respective country.

8.5.6. **Supporting documentary evidence required to meet the financial criteria:**

Bidder is required to submit the following document after getting notarized from Public Notary:

a) its audited financial statements as a standalone entity.

b) In case the Bidder submits qualification in any currency other than INR, it shall convert it to INR based on the conversion rate as published by RBI as on date of issuance of the Tender/ RFP.

c) In case of foreign currency figures other than the currency published by RBI, the Bidder shall also submit the USD or INR conversion rate published by the respective country's Central Bank for the corresponding date and the same shall be certified by Statutory Auditor.

d) Statutory Auditor certificate clearly certifying Turnover, Net worth and Cash Accrual as per definition and requirements in this Tender Documents.

9. Instructions to Bidders

Bidder can download the NIT free of cost from the tender website of HCL (www.hindustancopper.com) and from MSTC. Whereas, set of complete Bid documents can be downloaded from MSTC Website only after paying a Tender fee amount of INR 5,00,000 (Indian Rupees Five Lakhs only) excluding Goods and Service Tax (GST).

Name of beneficiary: Hindustan Copper Limited
Account number: 00000030503862540
Bank and branch: State Bank of India, CAG Branch Kolkata
IFSC Code: SBIN0009998

The first round of proposal requires submission of:

Part 1: Techno-Commercial Proposal, and

Part 2: Financial Proposal, as per following instructions

9.1. Part 1: Techno-commercial Proposal

9.1.1. The Techno-commercial Proposal shall comprise of the following:

a) Covering letter for techno-commercial proposal as per Section 12.1.

b) Affidavit for Bid submission as per Section 12.2.

c) Proof of payment of MSA and other documents

d) EMD as per Section 10.7

e) Techno-commercial proposal as per the format provided in Section 12.3.

f) Details to meet technical criteria for qualifying requirements as per Section 12.4 and required supporting documents.

g) Details to meet financial criteria for qualifying requirements as per Section 12.5 and required supporting documents.

h) Board resolution of the Bidder as per format provided in Section 12.6.

i) In case the Lead Member/Supporting Partner providing financial strength to the Bidder, board resolution as per format provided in Section 12.7.

j) In case the Other Members/Supporting Partners providing technical strength to the Bidder, board resolution as per format provided in Section 12.8.

k) If applicable, certificate from its statutory auditor confirming the relationship of the Bidder with the Supporting Partner including exact details about the equity shareholding and voting rights as on fifteen (15) days prior to the Bid Due Date as per Section 8.2.6.

l) Signed copy of unpriced Financial Proposal marking the space for price input as "XXX" as per format given in Section 12.9.

m) In case of Bidding Consortium, Consortium Agreement as per format provided in Proforma for Consortium Agreement as per Section 12.10.

n) In case of Sole Bidding (Route A), the Bidding Company taking strength from its Supporting Partner, Joint Operating Agreement as per format provided in Proforma for Joint Operating Agreement as per Section 12.10A

o) Applicable Power of Attorneys as per the format specified in Section 12.12 and 12.13.

p) Format for certificate of total compliance as per Section 12.14.

q) Letter of support for Matching capacity Concentrator Plant as per format provided in Section 12.15

r) Integrity Pact as per the format specified in Section 12.16

s) Certificate of Site Visit as per Schedule 9: Certificate of Site Visit.

t) Self-certificate by the Bidder as per format specified in Section 12.17 stating that it has full knowledge and understanding of the Site conditions.

u) Declaration from Bidder in compliance of Company Law as per Section 11.11.

v) Signed copy of the Tender Documents comprising of RFP document, Draft MSA and all corrigendum, amendment and clarifications issued from time to time.

w) Bidder profile comprising of proof on being a legal business entity, copy PAN card, copy of GST certificate and banker details of the Bidder(s).

x) Bidder profile comprising of proof on being a legal business entity:

   a. In case the bidder is a Company, certificate of incorporation, Memorandum and Article of Association of the Bidder or any of the constitutional document has to be furnished by the Bidder, along with the copy of PAN, TAN card, GSTIN registration certificate and bankers details of the Bidders.
   b. In case the Bidder is a partnership firm, a certified true copy of the deed of partnership, registration number of the firm, if any, along with particulars of all the members of the firm has to be furnished by the Bidder. In such case each

member of the firm would be required to comply with the requirements prescribed in the Tender Documents with respect to submission of documents. Also, a copy of PAN card and GSTIN registration certificate have to be submitted;

c. In case the Bidder is an LLP, the constituent documents, a certified true copy of limited liability partnership agreement along with particulars of all the members of the firm has to be furnished by the Bidder. In such case, the designated partners of the LLP will be responsible to ensure compliance by the LLP of the requirements prescribed in the Tender Documents with respect to submission of documents. Also, a copy of PAN card and GSTIN registration certificate have to be submitted;

d. In case the Bidder is a Consortium, the Consortium Agreement along with constitutional documents of Consortium members have to be submitted

9.2. Part 2: Financial Proposal

9.2.1. The Financial Bid comprising of: (i) the Initial Offer; and (ii) the Final Offer. The Initial Offer is required to be submitted along with the Technical Bid through online in the MSTC tendering portal in accordance with the provisions and format provided in Section 12.9. It is hereby clarified that the Financial Bid will comprise of two rounds. In the first round the Initial Offer of the Technically Qualified Bidders would be opened and ranked based on descending order for determination of the Qualified Bidders. The highest initial offer of the technically qualified bidders will become the Applicable Floor Price/H1 for conducting the Forward Auction.

9.2.2. The Qualified Bidders shall be eligible to participate in the electronic auction and submit their Final Offer through Forward Auction in the MSTC e-tendering portal in accordance with the provisions and format provided in Section 12.9.

9.3. Manner of Submission

9.3.1. Techno-commercial Proposal in the prescribed formats as specified in Section 12 duly filled up with the information, along with supporting documents (wherever applicable) and Financial Proposal shall be submitted by Bidders in the manner as described in the following paragraphs.

9.3.2. All the documents which are to be submitted online shall be prepared in indelible ink and should be easily readable. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be signed by the Authorized Signatory of the Bidder on each page.

9.3.3. Authorized Representative/ Authorized Signatory initials on all pages of the Proposals is required. The authorization must be confirmed by a written Power of Attorney (POA) accompanying the Proposals as provided in Section 12.12 and Section 12.13.

9.3.4. 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.

9.3.5. Techno-commercial Proposal and Financial Proposal shall be submitted in the prescribed method in the online portal as per the bidding process provided in Section 10.

9.3.6. The Techno-commercial proposal shall be opened as per bidding schedule provided in Section 3 of the Tender and in front of the bidders who choose to be present.

9.3.7. Unless extended by the HCL, the last date and time for the submission of the Proposal shall be as per the Bid Schedule mentioned in Section 3.

9.3.8. No submissions shall be allowed after the above timeline specified for submission of Proposals. HCL shall not be responsible for any delay in the online uploads of the Proposals.

9.3.9. Bidders shall mention their contact details including communication office address, official email address, phone number and mobile number of the Authorized Signatory of the Bidder, etc. in their Proposals.

9.3.10. The following may please be noted by the bidders:

i. Bidders already having DSC or already registered in MSTC portal for tendering in any other organization, can use the same for HCL.

ii. All the documents need to be submitted online through the MSTC portal along with the hard copies (one original and two copies) of the Two part Bids shall be submitted to HCL Corporate (on or before the time mentioned in the bidding sheet).

iii. Bidder has to check Corrigendum uploaded against the tender from time to time on MSTC portal as well as HCL's website and resubmit their Bids in case of any change in their offer due to the corrigendum, before the final bid submission date / time.

iv. For bidders registration or Bid submission Procedure is also available in the MSTC website and the detailed process of registration and bid proposal submission is at Schedule 4.

9.4. Proposal Preparation Cost

9.4.1. The Bidder shall be solely responsible and shall pay for all of the costs associated with the preparation of its proposal and its participation in the Bidding Process.

9.4.2. HCL shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Bidding Process.

9.5. Examination of Tender Document by the Bidder

9.5.1. The Bidder shall carefully examine the Tender Document including all amendments/ addendum and corrigendum, if issued, and other details relating to the work and acquaint himself fully with all the conditions and matters therein, which may, in any manner, affect the work and the cost thereof.

9.5.2. The Bidder shall be deemed to have obtained all information regarding risks, contingencies, responsibilities and other circumstances which might influence or affect his Proposal, the progress and to have taken into account all conditions and matters that may affect his works under this Bidding Process and cost thereof.

9.5.3. The Bidder shall be deemed to have visited the mining site and its surroundings, carefully examined and satisfied himself about the existing site conditions, availability of local facilities, land requirement etc. and to have quoted rates, taking into consideration all such conditions and matters, which may, in any manner, affect the work and the cost thereof.

9.5.4. The Bidder shall be deemed to have acquainted himself with all Government, and Labor laws, statutes, regulations, rules or notifications relating to taxes, levies and other charges relating to the work at the site or otherwise as applicable from time to time.

9.5.5. Any neglect or omission or failure on the part of the Bidder in obtaining necessary and reliable information upon the foregoing or any other matter affecting this Bidding Process, shall not absolve him of any risk or liabilities or responsibilities for completion of the entire work in accordance with the terms and conditions of the Draft Mining Services Agreement or MSA, provided in Schedule 1.

9.5.6. Any conditional bid will be rejected outright and no claim whatsoever in respect thereof shall be entertained. The management of HCL reserves the right to reject / cancel any or all bids without assigning reasons.

9.5.7. Every document forming part of the Proposal shall be signed by the Authorized Representative of the Bidder. All signatures should be dated, and Company's seal shall be affixed below it.

9.5.8. The Bidder must submit the documentary evidence/ authorization provided by HCL/ acknowledgement receipt generated online against purchase of this Tender Document along with the techno-commercial proposal. The Bidder must also keep/ provide such documentary evidence to attend the pre-bid meeting and Site visit.

10. Description of Bidding Process

10.1. Publication of the Tender Document

The Press Information notice and Notice Inviting Tenders (NIT) shall be freely available on the tender website of HCL (www.hindustancopper.com) and e-tendering portal MSTC. The Tender Document along with other documents shall be made available upon payment of the Tender Document Fee.

10.2. Site Visit

10.2.1. To obtain first hand information on the proposed assignment and on the local conditions, Bidders are encouraged to pay a visit to the mine site before submitting a Proposal as per the dates specified in the Bidding Schedule specified in Section 3;

10.2.2. The Bidders are encouraged to familiarize themselves with 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. Bidders are encouraged to take site conditions into account in preparing their Proposals;

10.2.3. It shall be noted that only those Bidders who have purchased this Tender Document through HCL shall be allowed to make a Site visit and the Bidder must carry documentary

evidence/ authorization provided by HCL against purchase of this Tender Document on the day of Site visit, failing which the Bidder shall not be allowed to perform Site visit;

10.2.4. For this purpose, Bidders shall communicate to HCL via letter/ 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 7 (seven) 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.

10.2.5. It shall be further noted that a maximum of 5 members from each Bidder shall be allowed for the Site visit;

10.2.6. Considering Site being a restricted area, HCL have right but not obligation to accompany the Bidder for such Site visit by the Bidders;

10.3. Pre-Bid Meeting

10.3.1. A pre-bid meeting would be held to clarify and discuss issues with respect to the Bidding Process and the Tender Documents. The pre-bid meeting shall be held as per the details given in the Bid Data Sheet and Bidding Schedule mentioned in Section 2 and Section 3 hereof.

10.3.2. A Bidder may raise their queries and suggestions during pre-bid meeting. HCL in its sole discretion but under no obligation, may amend the RFP or respond to any such queries submitted by any Bidder.

10.3.3. Attendance of the Bidders at the pre-bid meeting is not mandatory.

10.3.4. Bidders who have paid the Tender Fee may, subject to production of documentary proof of deposit of such cost, may attend the pre-bid meeting. The representatives shall keep the confirmation of the payment of Tender Fee by the Bidder for verification.

10.3.5. Bidders who are interested to attend the pre-bid meeting shall inform the Contact Person of HCL at least 3 (three) calendar days before the date of the pre-bid meeting, along with the number of representatives who would be attending the pre-bid meeting. This is required to ensure that HCL can make adequate arrangement for hosting the pre-bid meeting, depending upon the total number of attendees.

10.3.6. A maximum of 03 (three) members shall be allowed from each of the Bidder for attending the Pre-Bid meeting who shall carry their authorization letter issued by the Bidder. Bidders interested to join the Pre-Bid Conference through CISCO Webex, should send their email id to gupta_bk@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 Meeting.

10.4. Issuance of Clarifications, Corrigendum and Amendment

10.4.1. Bidders may send their queries on the Tender Documents or the Bidding Process through email to the Contact person strictly in excel (.xls) format as per the proforma attached in Schedule 2 under Section 14.

10.4.2. The last date for receipt of queries by HCL is indicated in the Bidding Schedule mentioned in Section 3. Queries received after this date will not be entertained.

10.4.3. At any time prior to the Bid Due Date, HCL may at its own initiative or in response to a clarification requested by a Bidder, amend the provisions of RFP Documents and Draft MSA by issuing Corrigendum (s) / Amendment(s) to the RFP.

10.4.4. Any clarifications/ corrigendum/ addendum shall be issued to all the interested Bidders who have purchased the Tender Documents. The source of the query or suggestion shall not be revealed. Further, HCL may further seek clarification from Bidders through email.

10.4.5. Bidders are also advised to regularly check the tender website of HCL *(www. hindustancopper.com)* and MSTC e-tendering portal regarding posting of Amendment(s)/ Corrigendum(s)/ Clarification(s), if any.

10.4.6. The Clarification(s)/ Corrigendum(s)/ Amendment(s) issued by HCL will be binding on the bidders and it will be assumed that the information contained therein have been considered by the bidder in their bid.

10.4.7. Any Clarification(s)/ Corrigendum(s)/ Amendment(s) issued by HCL after the date of issuance of the Tender Documents will also be considered an integral part of the Tender/Document and any reference to the Tender Document in the draft MSA shall include such Clarification(s)/ Corrigendum(s)/ Amendment(s) also.

10.4.8. No verbal clarifications and information provided by HCL or its employee(s) or its representative(s) or its consultant(s) shall in any way be binding on HCL unless subsequently confirmed through the issuance of Clarification(s)/ Corrigendum(s)/ Amendment(s).

10.4.9. To afford prospective Bidders reasonable time in which to take the Clarification(s)/ Corrigendum(s)/ Amendment(s) into account, HCL may, at its discretion, extend the last date for Bid submission i.e. the Bid Due Date.

10.5. Selection Process: Two Stage, Two Part Bidding

10.5.1. The objective of HCL is to select an MDO through competitive bidding who has the appropriate experience in Mining and beneficiation operations and financial strength to ensure timely development and continuous operations of the Rakha and Chapri copper mining and beneficiation project in accordance with the requirements of HCL, stipulated in Draft MSA.

10.5.2. The domestic or international Bidders are invited to submit their Proposals against this RFP.

10.5.3. Notwithstanding anything contained in this Tender Document, HCL reserves the right to accept or reject any Proposal / Bid and reject all Proposals / Bids, at any time without any liability or any obligation for such acceptance, rejection and without assigning any reasons thereof.

10.5.4. The costs of preparing the Proposal and other requirement related to Proposal submission including visit to Rakha and Chapri copper mining and beneficiation project

site and HCL office are to be borne by the Bidder itself and shall not be reimbursed in any condition.

10.5.5. The Bidders shall be required to submit a two-part proposal in Round/ Stage-1 which includes, Part 1: Techno-commercial Proposal and Part 2: Financial Proposal (with Initial Price Offer or, IPO for revenue share) as specified in this RFP/ Tender document. The Bidding Process for the Appointment of MDO shall comprise of the following two stages or rounds (called "**Bidding Process**"):

i. First Round (Techno-commercial Proposal and Financial Proposal with IPO), and
ii. Second Round (Online forward Bidding to identify the Successful Bidder).

10.6. First round of Bidding Process

10.6.1. In the first round, the Bidder shall be required to submit following documents

i. Techno-commercial Proposal as per the formats provided in the RFP and requirements stated in Section 9.1; and
ii. Financial Proposal as per the format specified in Section 12.9.

10.6.2. Techno-commercial Proposal as well as Financial Proposal in First Round of Bidding Process shall be submitted in online mode at the e-tendering portal.

10.6.3. All the queries related to document submission need to be resolved well in advance of the Bid Due Date. Any issues of the Bidders, after submission deadline as mentioned in data sheet in Section 3, on submission of documents shall not be entertained;

10.7. Earnest Money Deposit (EMD)

10.7.1. Bid must be accompanied by the Earnest Money Deposit (EMD) in any of the following forms:

a) a bank demand draft/ banker's cheque/ pay order from Scheduled Commercial Bank (except Co-operative/ Gramin Bank), or

b) a Bank Guarantee issued from a Scheduled Commercial Bank (except Co-operative/ Gramin Bank) as per the format given in Section 12.11, or

c) Proof of transaction through TT remittance/ online transfer – NEFT, RTGS, SWIFT (i.e., electronic mode of payment is allowed)

10.7.2. In case of Bidding Consortium, EMD shall be submitted by Lead member of the Bidding Consortium.

10.7.3. The EMD of the Bidders who are not declared as the Successful Bidder shall be returned within 30 (thirty)days from the date of declaration.

10.7.4. The EMD of the Successful Bidder may be adjusted with the requirement of Performance Security, if the Successful Bidder so desires.

10.7.5. Bidders may be required to extend the validity of EMD till such tile as HCL may reasonably require. In the event the validity period of the Bod is extended, the Bidder shall ensure that the bank guarantee if any issued towards EMD is renewed for such extended timelines, failing which HCL shall have the right to forfeit the EMD.

10.7.6. EMD of the Successful Bidder shall be returned upon HCL receiving the Performance Security and Fixed Amount which shall be required to be provided within 30(thirty) days from the date of signing the Service Agreement or date of issuance of the LOA, whichever is earlier. If HCL has not received the Performance Security within the said period, it shall be entitled to forfeit the EMD.

10.7.7. The EMD may be forfeited if the Bidder fails to comply with the requirements under the Tender Documents or the Successful Bidder fails to furnish the Performance Security and Fixed Amount within 30(thirty) days from Commencement Date.

10.8. Evaluation of Techno-commercial Proposal

10.8.1. The Techno-commercial Proposal shall be evaluated to ascertain compliance of the Bidder with the eligibility conditions and requirements under this RFP/ Tender document. While examining the Techno-commercial Proposal, HCL will consider that the Techno-commercial Proposal:

i. is uploaded as per the prescribed formats as given in Section 9 and 12 of this tender document along with all required documents and information, meeting all general conditions and timelines stipulated in this tender document;

ii. is uploaded by the Bid Due Date including any extension thereof;

iii. contains all the information (complete in all respects) including the Financial Proposal and EMD declaration as requested in this Tender Document;

iv. does not contain any conditions or qualification deviation;

v. only one Techno-commercial Proposal has been submitted by the Bidder (in case of Bidding Consortium, no Consortium member/ its Associate/ its subsidiary /holding company or Promoter shall submit another Proposal individually or with any other Consortium). Similarly, in case of a Bidding Company, the Supporting Partner or the Promoter, Associate or Affiliate of the Bidding Company shall not submit another Proposal individually or jointly with any other Person;

vi. is generally considered to comply in terms of any other parameters as may be considered relevant by the HCL;

vii. The Bidder meets the Qualification requirements mentioned in Section 8of this Tender Document;

If the Bidder does not satisfy the Qualification requirements, HCL has the right to reject such Proposals;

viii. At the time of opening of Part 1: Techno-commercial Proposal of the bid, Part 2: Financial Proposal shall not be opened by HCL;

ix. HCL shall open the Techno Commercial Bid (Part – I) only on e-tendering portal as per Schedule mentioned in Section 3 in the presence of the Bidders who choose to attend. However, in the eventuality that the day of opening of the bids becomes a non-working day due to a force majeure event or public holiday, the date of opening of the bids will shift to the next working day at the same time.

Part II: Financial Proposal of the bid (with “IPO for Revenue Share”) shall be opened in the e-tendering portal for those Bidders who qualify techno-commercially as per the

qualifying criteria of the tender. The date and time of opening of the Financial Proposal (Part – II) shall be communicated in due course of time;

x. Only those Bidders who are found to be eligible in accordance with the prescribed eligibility conditions in Section8 have submitted all documents as listed in this Tender Document to be provided as part of Proposal and additionally, whose Proposals meet the qualification requirements under this Tender Document and are eligible for opening of Financial Proposal shall be declared as the "Qualified Bidders".

10.9. Clarifications sought by HCL on Proposals submitted by the Bidders

10.9.1. During Techno-commercial evaluation of proposals, HCL may, at its discretion, ask the Bidder for a clarification on any information provided in the Bid, to be responded to within a stipulated number of days to be specified by the HCL.

10.9.2. The request for clarification and the response shall be in writing, to be communicated either through e-mail or through a paper-based communication, and no change in the price or substance of the Proposal shall be sought, offered or permitted except to confirm the correction of arithmetical errors discovered by HCL in the evaluation of the Proposals, in accordance with the Tender Document.

10.9.3. In case Bidder, from which such clarification is sought, does not respond within time provided by HCL, its proposal shall be liable for disqualification or be evaluated based on information available with HCL.

10.9.4. HCL may hold clarification meetings with any or all the bidders on Tender document/ Techno-commercial proposal submitted by Bidder.

10.9.5. HCL at its own discretion may ask the bidder to submit additional information/documents for the evaluation of their technical proposal.

10.10. Financial Proposal and Qualified Bidders

10.10.1. After evaluation of the Techno-commercial Bids, only the Qualified Bidders shall be considered for the opening of Financial Proposal (Part-2).

10.10.2. HCL may at its discretion decide to open the Financial Proposal (with IPO) of Qualified Bidders. The Initial Price Offer should be higher than the Floor Price in multiples of 0.25% of revenue share. The Floor Price for this tender document is 35% (thirty-five percent) of revenue share.

10.11. Shortlisting through the Initial Price Offer

10.11.1. Only IPO submitted by Techno-commercially Qualified Bidders in Part-2 Financial Proposal of Round-I of the Bidding Process shall be opened.

10.11.2. In case number of Qualified Bidders is more than five (5), then the Qualified Bidder(s) submitting lowest Initial Price Offer shall be eliminated from the second round i.e. Online Auctioning and rest of the Qualified Bidders shall be considered as qualified for second round of Bidding (Forward Bidding) as "Shortlisted Bidders".

Provided that on eliminating Qualified Bidder(s) submitting lowest IPO, if the Shortlisted Bidders are less than five, then all Qualified Bidders (including the Qualified Bidder(s) submitting lowest IPO) shall be qualified as Shortlisted Bidders.

The highest IPO which is quoted by any technical qualified bidder shall be considered as the Applicable Floor Price for second round of electronic Forward Auction.

10.12. Second round of Bidding Process (Forward Bidding):

10.12.1. The forward e-Bidding Process for submission of Final Price Offer shall be conducted at HCL's service provider MSTC online e-tendering portal.

10.12.2. All the Shortlisted Bidders shall be provided with the information regarding process of registration and other requirement of Forward Bidding separately. A demo shall also be provided, if required. All the queries related to forward Bidding need to be resolved well in advance of the date of forward Bidding and no queries shall be entertained while forward Bidding is in progress.

10.12.3. In the second round of e-Bidding, the Shortlisted Bidders shall submit their Final Price Offers which shall be on the basis of revenue share percentage accordance to the terms and conditions of the Draft MSA. The Forward Auction shall take place as per the method prescribed in the Schedule 4 and in accordance to the terms and conditions of the Draft MSA (provided in Schedule 1).

10.12.4. Further details for the process of registration and participation in the second round or Forward Bidding is attached as Schedule 4.

10.13. Evaluation of Final Price Offer

10.13.1. The Shortlisted Bidder who submit the highest Final Price Offer, at the conclusion of the second round (Forward Bidding) shall be declared as the **Successful Bidder.**

10.13.2. HCL at its sole discretion may negotiate the Final Price Offer prior to declaring it as the "Successful Bidder" or the "Selected Bidder". The price offer accepted by HCL after negotiation with the Bidder (if held) shall be termed as "Final Price Offer".

10.14. Due Diligence

10.14.1. Before issue of the Letter of Award, HCL reserves the right to conduct due diligence on the Bidder including right to visit the mines or Beneficiation plant being owned/ operated by the Bidder and whose experience it had showcased for meeting the qualification requirements.

10.14.2. HCL reserves the right to conduct due diligence on the Bidder on the following:

i. Extractable reserves and Annual Rated Capacity of the mines and Beneficiation plant.
ii. Total production statistics of Considered Mineral(s) in the mines and plant.
iii. Development activities undertaken by the Bidder in the mines.
iv. Development activities undertaken by the Bidder/Vendor for Beneficiation plant.
v. Operations and maintenance of the mines and plant.

vi. Any other relevant information.

10.14.3. HCL may also involve its consultants and advisors in conducting the due diligence and the Selected Bidder is required to cooperate with HCL in the above exercise.

10.14.4. It is to be clarified that HCL reserves the right to verify any certificate submitted by the Mine Owner or Bidder and in case any of the certificate is found falsified/ forged, HCL reserves the right to disqualify such Bidder and/or blacklist from any future tender.

10.15. Issuance of Letter of Award (LOA)

10.15.1. HCL shall determine the Selected Bidder through the Bidding Process outlined above. HCL shall issue LOA to the Selected Bidder confirming that its Proposal has been accepted by HCL.

10.15.2. The Selected Bidder shall be required to carry out the following duties:

i. In case of a Bidding Company becomes the Selected Bidder: -

a. such Selected Bidder shall be issued Letter of Award ("LOA") by HCL for executing the scope against the Draft MSA (provided in Schedule 1), written acknowledgment of which shall be provided within 30 (thirty) days of issuance of such LOA.

b. In case the Selected Bidder intends to form a special purpose vehicle to act as the MDO, such SPV shall be formed within 30 (thirty) days from the date of issue of the LOA by HCL. The Selected Bidder and the SPV as MDO shall enter into the Mining Services Agreement with HCL.

c. The Selected Bidder along with the SPV (where an SPV has been constituted to act as MDO) shall be jointly and severally be responsible for performance of the obligations required to be performed by the MDO in the Mining Services Agreement.

ii. In case a Bidding Consortium becomes the Selected Bidder,

a. the Selected Bidder shall be issued the Letter of Award ("LOA") by HCL for executing the scope provided in the Mining Services Agreement, written acknowledgment of which shall be provided within 30 (thirty) days of issuance of such LOA by both the Members/ Authorized representatives of each members of the Bidding Consortium.

b. The Selected Bidder shall form a joint venture company ("**Joint Venture Company**" or "**JV Company**") as per the Companies Act 2013 within 30(thirty) days from the date of issuance of LOA, which will act as MDO and the agreement shall be signed between HCL and JV Company with the Consortium members also being parties thereof.

c. Notwithstanding the formation of Joint Venture Company, the Consortium members shall be jointly and severally responsible for fulfilment of the obligations contemplated in the draft MSA to be performed by the MDO. In case the joint venture fails to fulfil its obligations, the responsibility for fulfilment of the obligations contemplated in the MSA shall lie with the Lead Member of the consortium.

10.16. Execution of MSA

10.16.1. Execution of the MSA shall be subject, inter alia, to the following conditions precedent having been fulfilled by the Selected Bidder:

1. In case the Selected Bidder, is a Bidding Consortium, the Selected Bidder shall form a Joint Venture Company registered in India, which shall act as the MDO.

2. In case the Selected Bidder, is a Bidding Company, the Selected Bidder may act as the MDO itself, or it may form a SPV to act as the MDO.

3. If the Selected Bidder is a company registered abroad, it is required to incorporate a 100% SPV company in India, under Companies Act 2013, to act as the MDO.

4. The Selected Bidder/ members of the Bidding Consortium have submitted to HCL, the written acceptance and acknowledgment of the LOA in the manner provided in Section 10.15.2 above.

5. Mining Service Agreement shall be signed and executed between HCL and MDO within 30 (thirty) days of issuance of LOA by HCL.

   Note: The Successful Bidder (whether a single entity or a Consortium) shall be required to promote and incorporate a company limited by shares under the provisions of the (Indian) Companies Act, 2013 as a special purpose vehicle (the SPV") to execute the Contract Agreement with the Authority for development and operation of the Project. The subscribed and paid-up equity share capital of the SPV shall be at least 15% (fifteen per cent) of the Assessed Project Cost. The Board of Directors of the SPV so incorporated shall have at least 1 (one) Director representing: (a) the Bidder (where the Bidder is a single entity); or (b) Other Member of the Consortium (where the Bidder is a Consortium).

   In the event the Bidder is a single entity (and not a Consortium), subject to the provision of the Contract Agreement, the Bidder shall hold not less than 100% (one hundred percent) of the subscribed and paid-up equity share capital of the SPV at all times during the tenure of the Project.

10.16.2. MDO shall submit the Performance Security along with the Fixed Amount within 30 (thirty) days of issuance of LOA as detailed in the Agreement (Schedule 1).

10.16.3. The Corporate Performance Guarantee along with the Fixed Amount if applicable shall be provided by the Supporting Partner to HCL within 30 (thirty) days from the date of issuance of LOA.

10.17. Suspension

10.17.1. HCL without prejudice to any other right or remedy that may be available to HCL hereunder, or otherwise, may suspend any Bidder for a period of 2 (two) years for submission of Bids for any tender from HCL Limited, under the following conditions:

(a) if the Bidder withdraws or alters or modifies or revokes its Bid, partially or fully, during the Bid Validity Period or any extension granted thereof as per terms of this RFP document, except in accordance with Section 11.6 hereof;

(b) if any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent or in case of any material misrepresentation of facts;

(c) if a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, collusive bidding or bid rigging as specified in this RFP document;

(d) if the Successful Bidder fails to sign the MSA within 30 (thirty) days from the date of issue of the Letter of Award (LOA) unless such delay is on account of HCL;

(e) if the Successful Bidder/ MDO fails to furnish the Fixed Amount within 30 (thirty) days from the of issuance of LOA unless approved by HCL in writing;

(f) if the Successful Bidder/ MDO fails to furnish the Performance Security within 30 (thirty) days from the of issuance of LOA unless approved by HCL in writing;

(g) In case the Supporting Partner fails to submit the Corporate Performance Guarantee if applicable to HCL within 30 (thirty) days from the date of issuance of LOA unless approved by HCL in writing;

(h) if the Bidder is otherwise in breach of the terms of this document;

(i) if any company/ Bidder submits more than one Bid, either as a single Bidder or as part of a Consortium, all such Bidder and/or Bidding Consortium shall be disqualified.

10.18. Fixed Amount

10.18.1. The Successful bidder has to furnish the fixed amount for the compensation for land and mine infrastructure; cost borne by HCL for the preparation of geological report; cost borne by HCL for obtaining all statutory licenses, permits, permissions, approvals, clearances or consents relevant to the mining operations along with applicable taxes; (collectively the "Fixed Amount") as specified in Schedule T of MSA.

10.18.2. The Fixed Amount is required to be deposited by the Successful Bidder through account transfer to HCL within 30 (thirty) days from the date of issuance of LOA.

11. General terms and Condition of the Bid

11.1. Acknowledgement by the Bidder

11.1.1. It shall be deemed that by submitting the Bid, the Bidder has:

i. made a complete and careful examination of the RFP/ Tender Documents;

ii. received all relevant information requested from HCL;

iii. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of HCL relating to any of the matters referred to in the Tender Documents including statutory and legal obligations;

iv. satisfied itself about all matters, things and information necessary and required for submitting an informed bid, execution of the Project in accordance with the Tender Documents and performance of all its obligations thereunder;

v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender 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. from the HCL; and

vi. agreed to be bound by the undertakings provided by it under and in terms hereof.

11.1.2. HCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by HCL.

11.2. Fraud and corrupt practices:

11.2.1. The Bidders and their respective officers, employees, agents, consultants and advisers shall observe the highest standard of ethics during the Bidding Process. HCL may reject a Bid, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practices in the Bidding Process.

11.2.2. Without prejudice to the rights of HCL under Section 11.8 and Section 11.9 herein, if a Bidder 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 restrictive practice or collusive bidding or bid rigging during the Bidding Process, such a Bidder shall not be eligible to participate in any tender or RFP issued by HCL during a period of 2 (two) years from the date such Bidder is found by HCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice or restrictive practice, as the case may be. HCL may also take remedial measures against such Bidder available to it under the provisions of the Competition Act, 2002 in case of collusive bidding or bid rigging.

11.2.3. For this Section i.e. 11.2, the terms set forth are defined as follows:

i. “collusive bidding” or “bid rigging” means any agreement, between enterprises or persons engaged in identical or similar production or trading of goods or provision of services, which has the effect of eliminating or reducing competition for bids or adversely affecting or manipulating the process for bidding.

ii. “corrupt practice” means (a) 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 Letter of Award or has dealt with matters concerning the Mining Services Agreement or arising therefrom, 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 (b) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Award or after the signing of the Mining Services Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Award or the Mining Services Agreement, who at any time has been or is a legal, financial or technical adviser of HCL in relation to any matter concerning the Project;

iii. “fraudulent practice” means a material misrepresentation or omission of facts in order to influence the Bidding Process;

iv. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their involvement in the Bidding Process;

v. “undesirable practice” means establishing contact with any person connected with or employed by HCL/ HCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; and

vi. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

11.3. Conflict of Interest

11.3.1. A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. A Bidder(s) found to have a Conflict of Interest shall be disqualified. Without prejudice to the generality of the aforesaid, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i. the Bidder, its Subsidiary/ Subsidiaries and/or Holding Company and any other Bidder, Subsidiary/ Subsidiaries and/or Holding Company directly or indirectly have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 4A of the Companies Act, 2013. For the purposes of this Section indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-Section (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-Section (bb) if

the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

ii. a constituent of such Bidder is also a constituent of another Bidder; or

iii. such Bidder, or its Subsidiary/ Subsidiaries and/or Holding Company receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Subsidiary/ Subsidiaries and/or Holding Company or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Subsidiary/ Subsidiaries and/or Holding Company; or

iv. such Bidder has the same legal representative for purposes of this Bidding Process as any other Bidder; or

v. such Bidder, or any Subsidiary/ Subsidiaries and/or Holding Company has a relationship with another Bidder, or any Subsidiary/ Subsidiaries and/or Holding Company, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or such Bidder, or any Subsidiary/ Subsidiaries and/or Holding Company has participated as a consultant to HCL in the preparation of any documents, design or technical specifications of the Project.

vi. A Bidder shall be liable for disqualification, if any of the key managerial personnel of HCL is/are related to the Promoters or key managerial personnel of the Bidder/members of the Bidding Consortium, its Subsidiary/Holding Company/Affiliate. Key managerial personnel shall have the meaning provided to it in Section 2(51) of the Companies Act, 2013. For the purpose of this clause, Bidder shall submit a declaration of any relationship as per this clause in the format provided in section 12.18

11.3.2. The above instances are illustrative and not exhaustive. "Conflict of interest" shall include all instances/ situations/relationships which may impact or may be perceived as likely to impact the Bidder's capacity to serve the best interest of HCL. The Bidder shall have an obligation to disclose any situation of actual or potential conflict. Any such disclosure shall be made at the time of submission of the Proposal. If the Bidder fails to disclose the Conflict of Interest and if HCL comes to know about any such situation at any time, it may lead to the disqualification of the said Bidder during Bidding Process or the termination of its contract during contract execution.

11.4. Disqualifications

11.4.1. Notwithstanding anything to the contrary contained herein and without prejudice to any of the rights or remedies of HCL and in addition to the grounds for disqualification mentioned elsewhere in the Tender Document, a Bidder shall be disqualified, and its Proposal shall be rejected from further consideration and evaluation for any of the reasons listed below:

(a) Material Misrepresentation by any Bidder (Bidding Company/ LLC/ LLP/ Partnership or Member of the Bidding Consortium) in the Proposal.

(b) Failure of the Bidder (Bidding Company/ LLC/ LLP/ Partnership and/ or Member of the Bidding Consortium) to provide the information required to be submitted / asked for in the Tender Document.

(c) A winding up, insolvency or other similar proceedings is pending against the Bidder (Bidding Company/ LLC/ LLP/ Partnership or Member of the Bidding Consortium).

(d) The Bidding Company or any member of the Bidding Consortium is shown as a member of another participating Bidding Consortium.

(e) The Bidding Company or the Bidding Consortium ceases to fulfil the prescribed Financial and/or Technical Criteria mentioned in the Tender Document during the Bidding Process and as per the terms of RFP.

(f) In the last 3 (three) years, reckoned from the last date of submission of Proposal as declared in the Section 2 Bidding Schedule, with respect to any tender related to mining issued by, or mining contract entered with, any State / Central Government or Public Sector Undertakings, the Bidder itself, or its direct or indirect Subsidiary or Holding Company or Subsidiary of Holding Company, Promoter or Affiliate:

i. has suffered forfeiture of the earnest money deposit;
ii. has suffered forfeiture of the performance security for that contract, or
iii. has suffered termination/ cancellation/ foreclosure of any contracts due to its/their default.

Note:

i. The reasons specified in the termination /cancellation/ foreclosure order shall form the basis to decide whether mining contract has been terminated/ cancelled/ foreclosed due to bidder's default.
ii. If forfeiture of earnest money deposit/ performance security or termination/ cancellation/ foreclosure of mining contract has been revoked or set aside/ stayed by a Court of Law, this disqualification shall not apply.

(g) The Bidder (its holding company or direct subsidiary) or its Promoter has been debarred by any State/ Central Government or Public Sector Undertakings from participating in tender for MDO or mining related services and such blacklisting is enforced as on date of submission of Proposal by the Bidder.

(h) Any of the Bidder's director(s) /Promoter(s)/ Partners have been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to the business dealing with Government of India or any other government and such conviction is enforcing as on the date of submission of the Proposal by the Bidder.

(i) Where Bidder or any of its director(s)/ Promotor(s)/ Partners has been convicted in any criminal proceedings and such conviction is still subsisting on the date of submission of Proposal by the Bidder.

(j) 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.

(k) A bidder (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 evidenced by a judicial pronouncement or arbitration award against the bidder by an arbitral or judicial authority, or forfieture of Security Deposit / EMD of the bidder by HCL.

11.4.2. In case any specific adverse report is received against a Bidder, as an information or upon enquiry made by HCL, in respect of capabilities and performance of the Bidder, after receipt of tender but before the opening of the Financial proposal i.e. price bids, the quotation / tender submitted by such Bidder shall be rejected based on recorded

reasons and with the approval of the Competent Authority of HCL. If such report is received after opening of the price bids, then also the quotation / tender of that Bidder shall be rejected after recording the reasons and with the approval of the Competent Authority of HCL.

11.4.3. If at any time during the evaluation process, HCL requires any clarification, HCL shall have the right to request such information from any Bidder or its direct or indirect subsidiary or holding company or member of bidding consortium which shall be obliged to provide the same within a reasonable time frame. In case Bidder does not respond within time provided by HCL, HCL may at its discretion disqualify such bidder or may evaluate based on information available with HCL.

11.4.4. If any of the disqualifications are attracted at any stage post the submission of the Bid by a Bidder, HCL shall reserve the right to reject such Bid and disqualify such a Bidder, notwithstanding the fact that such Bidder is the Selected Bidder and notwithstanding the execution of the draft MSA by such Bidder.

The grounds for disqualification in Section 11.4 are in addition to the grounds for disqualification contained elsewhere in the Tender Document.

11.5. Language of the Bid

11.5.1. The proposal and the entire supporting document shall be in English Language. Non-adherence to this Section may be treated as “Non-Responsive Bid”.

11.5.2. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language.

11.5.3. Supporting documents and printed literature furnished by the Bidder with the Bid may be submitted in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

11.5.4. The Bidders shall submit a true certified copy of those documents translated in English for all the documents originally prepared in language other than English.

11.5.5. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he/she is proficient in both languages in order to translate the document and that the translation is complete and accurate.

11.6. Modification and Withdrawal of Bids

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

11.6.2. No bid shall be modified, substituted or withdrawn by the Bidder on its submission on the Bid due date as provided in the Bidding Schedule attached as Section 3.

11.6.3. No modification or withdrawal shall be allowed after the last date of Bid Submission i.e. Bid Due Date.

11.7. Bid Validity Period

11.7.1. The Bid shall initially remain valid and binding on the Bidder for at least 180 (one hundred and eighty) days from the Bid Due Date ("**Bid Validity Period**"). Any Bid with a shorter validity period shall be rejected by HCL.

11.7.2. Under exceptional circumstances, HCL may in writing request the Bidders to extend the Bid Validity Period of their Bids. Along with the extension of the Bid Validity Period, the Bidder shall also extend the EMD security declaration by an equivalent period of time, failing which, the agreement to extend the Bid Validity Period shall be invalid.

11.7.3. A Bidder may refuse the request to extend the Bid Validity and EMD security declaration. However, such Bids will not be evaluated further.

11.8. Right to Accept or Reject Any/All Bids

11.8.1. Notwithstanding anything contained in this RFP, HCL reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for. If HCL rejects or annuls all the Bids, it may, in its discretion, invite all Qualified Bidders to submit fresh Bids hereunder.

11.8.2. HCL reserves the right to reject any Bid if:

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

ii. the Bidder does not provide, within the time specified by HCL, the supplemental information sought by HCL for evaluation of the Application, or

iii. the Bid is conditional, or

iv. the Bidder withdraws or alters or modifies or revokes its Bid, partially or fully, during the Bid Validity Period or any extension granted thereof as per terms of the Tender Documents, except in accordance with Section 11.6 hereof, or

v. the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, collusive bidding or bid rigging as specified in the Tender Documents, or

vi. the Bidder is otherwise in breach of the terms of this document, or

vii. any company/Bidder submits more than one Bid, either as a single Bidder or as part of a Consortium. In this case, all such Bids submitted by that Bidder shall be rejected;

11.8.3. If the Bidder is a Bidding Consortium, then the entire Bidding Consortium may be disqualified/ rejected in case of any of the event mentioned in Section 11.8.2 is applicable for any member of Consortium.

11.8.4. If such disqualification/ rejection occurs after the Bids have been opened and the H1 Bidder gets disqualified/ rejected, then HCL reserves the right to take any such measure as may be deemed fit in the sole discretion of HCL, including annulment of the Bidding Process.

11.8.5. In case it is found during the evaluation or at any time before signing of the Mining Services Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification requirements have not been met by the Bidder, or that the Bidder has made Material Misrepresentation or has given any materially incorrect

or false information the Bidder shall be disqualified forthwith if not yet appointed as the MDO either by issue of the LOA or entering into of the Mining Services Agreement, and if the MDO has already been issued the LOA or has entered into the Mining Services Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by HCL to the Bidder, without HCL being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which HCL may have under this RFP document, the Tender Documents, the Mining Services Agreement or under Applicable Laws.

11.8.6. HCL reserves the right to verify all statements, information and documents submitted by the Bidder as part of its Proposals. 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 thereunder.

11.9. Right to Annul Bidding Process

11.9.1. HCL reserves the right to annul the Bidding Process at any point in time and not provide any explanation to the Bidders.

11.9.2. In case the Bid is annulled by HCL without any default on account of Bidder, no non-refundable cost shall be reimbursed to the Bidder.

11.10. Intellectual Property Rights

The Bidder should consider the Tender Documents shared by HCL including the documents mentioned and provided as per Schedule 3 as confidential in nature and must not share such documents with any third party without prior consent from HCL.

Further, 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.

11.11. Compliance of Company Law

The Bidder must declare whether the Directors/Partners of the Bidding Entitiy has any relation with any employee working in HCL or Directors of HCL including its subsidiaries and if so, the details and the relationship thereof must be furnished.

Declaration of any relationship of the Bidder with key managerial personnel of HCL shall be mentioned as per format provided in Section 12.18.

11.12. Backing out by H1 Bidder

In the event of H-1 Bidder after Forward Auction stage backing out prior to placement of order, the Bidder shall be suspended for a period of 2 (two) years from the date of issue of suspension order. The suspension will apply prospectively and during suspension

period, enquiry shall not be issued to the firm and bid submitted in open tender shall be rejected along with the forfeit of EMD amount.

In the event of backing out of H-1 Bidder, HCL at its sole discretion may annul the Bidding Process.

11.13. Integrity Pact

11.13.1. The Bidder shall sign an integrity pact and attach the same with his Bid. The format for the integrity pact is provided in Section 12.16.of this Teder Document. The Integrity Pact has to be signed by the Director or by their duly Authorized signatory and in case of Consortium all the members. In case of failure to return the Integrity Pact along with Part 1 of the bid, duly signed by the authority as mentioned above, will disqualify the bid.

11.13.2. The Bidder (s)/Contractor (s), if feel aggrieved, may raise complaint/pass on, information, if any, to the Competent Authority/Operating Authority of the Bid/ Contract or to the …… or to the Independent External Monitors (IEMs) of Integrity Pact through ……

11.13.3. The current Independent External Monitor of Integrity Pact in HCL are:

- Shri Debal Kumar Gayen (gayen.dk@gmail.com)
- Shri Debashis Bandyopadhyay (debashis9999@gmail.com)

11.14. Banning of Business Dealings

In case of default, bad performance, fraud, deception and misconduct etc. by the Bidder, action may be taken as per the instruction issued by HCL from time to time with respect to “Guidelines on banning of suppliers/contractor” as available in Schedule 6.

11.15. Miscellaneous

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

i. 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;

ii. consult with any Bidder to receive clarification or further information;

iii. pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder to receive clarification or further information;

iv. retain any information and/ or evidence submitted to HCL by, on behalf of, and/ or in relation to any Bidder; and/ or

v. Independently verify, disqualify, reject and/ or accept all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting its Bid, the Bidder agrees and releases HCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Tender Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

12. Bid Forms & Annexures

12.1. Format for Cover Letter

(On letter head of the Bidding Company/Lead Member of Bidding Consortium)

Proposal Ref. No. and Date:
From:
Bidder's Name and Address:
Route for Qualification: Route A/ Route B *(please mention whichever is applicable)*

Authorized Representative

Name:
Designation:
Tel. Nos:
Mobile No.:
Fax No.:
Email Address:

To,

……..

……..

……..

Sub: Techno-Commercial Proposal for Re-Opening & Expansion of Rakha Copper Mine, Development and Operations of new Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand

Dear Sir,

We, the undersigned Bidder having read and examined in detail the Proposal requirements provided in the Tender Documents for Appointment of Mine Developer and Operator for Re-Opening & Expansion of Rakha Copper Mine, Development and operations Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand of HCL at East Singhbhum district in Jharkhand hereby offer to submit our Proposal for the same.

Our Techno-Commercial Proposal for Re-Opening & Expansion of Rakha Copper Mine, Development and operations of Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand, in response to the Tender Document issued by HCL vide Tender no. _____ dated _____ (Bidder to specify date of issue of Tender Document by HCL) and its subsequent corrigendum no(s) _____ (Bidder to insert corrigendum number issued, if any by HCL subsequent to issue of Document) is enclosed.

We are herewith enclosing the information with duly signed formats, containing all the information submitted, as desired by you, for your consideration. Further, we hereby are submitting the Earnest Money Deposit for the sum of Rs……. in the form ……..... as instructed by you.

We believe that we/ our proposed Company / Consortium satisfies all the Qualification Requirements as specified in the Tender Documents and is qualified to submit a Bid. Shall this Bid be accepted, we

hereby agree to abide by and fulfil all terms and conditions of Tender Document. We agree that if I/We are found to be in default of the terms and conditions provided in the Tender Documents, HCL shall have the absolute right to forfeit the EMD and such other sums, if any deposited with HCL and/or pay to HCL or HCL's successors, assigns or authorised nominees such sums of money as are stipulated in terms and conditions contained in Tender Documents.

We declare that we are not banned/suspended to do business dealing in HCL or any PSU/Govt organization.

We understand and accept that HCL reserves the right to cancel the process of tendering, accept or reject any or all the tenders/Bid without assigning any reasons thereof. We also understand and accept that that HCL reserves the right for supersession of any of the conditions of Tender Documents

Our offer is valid for 180 days from the Bid Due Date or any extension thereof as maybe requested by HCL.

Yours sincerely,

Name of Authorized Representative / Authorized Signatory:

Designation:

Signature & Company’s Round Seal

Email address:

Mobile No:

Dated the --------- day of ------- of 20---

12.2. Format of Affidavit

(To be executed on non-Judicial stamp paper of appropriate value and duly notarized)
(To be provided by the Bidding Entity or, Lead Member of Bidding Consortium)

I, _____ son/ daughter of _____ resident of _____ do solemnly declare and affirm as follows.

1. That I am employed at the designation of _____ in the company/LLP/LLC/Partnership operating in the name and form as M/s _____ having its Headquarters at _____.
2. That I am competent to sign this affidavit on behalf of the company/LLP/LLC/Partnership mentioned at serial one above.
3. We _____ (Name of the Bidding Entity / LLC/ LLP/ Partnership/ Lead Member of Consortium), [a company duly incorporated under the Companies Act, 2013, having its registered office at _____/a partnership registered under the Indian Partnership Act, 1932, having its registered office at _____/a LLP registered under the Limited Liability Partnership Act, 2008, having its registered office at _____] having examined in detail and understood the terms and conditions stipulated in Tender Documents and subsequent corrigendum / corrigenda, if any, issued by HCL confirm that our Techno-Commercial Proposal is in full conformity with the Tender Document.
4. This statement is made for the express purpose of qualifying as a Selected Bidder for the implementation of the Project provided for in the Tender Documents.
5. We acknowledge that HCL will be relying on the information provided in the Techno-Commercial Proposal and the documents accompanying the Techno-Commercial Proposal for qualification of the Bidders, and we certify that all information provided in the Techno-Commercial Proposal are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Techno-Commercial Proposal are true copies of their respective originals.
6. We shall make available to HCL any additional information it may find necessary or require supplementing or authenticate our Techno-Commercial Proposal.
7. We have examined and have no reservations to the Bidding Documents, including any addendum issued by HCL.
8. We acknowledge the right of HCL to reject our Techno-Commercial Proposal/ 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.
9. With respect to any tender related to mining issued by, or mining contract entered with, any State / Central Government or Public Sector Undertakings by us or any of our, direct or indirect, Subsidiary or Holding Company or Subsidiary of Holding Company, Promoter or Affiliate, we hereby certify that in the last 7 (seven years) reckoned from the Bid Due Date:
   - ☐ we have not suffered any forfeiture of earnest money deposit
   - ☐ our performance security has not been forfeited due to our default;
   - ☐ none of the contracts have been cancelled, terminated or foreclosed due to our default;
10. We certify that we are not debarred or blacklisted by any State / Central Government or Public Sector Undertakings from participation in tender for MDO or Mining and Mineral beneficiation related services.

11. 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 Project or which relates to a grave offence that outrages the moral sense of the community.
12. 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.
13. 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/Partners.
14. We undertake that in case due to any change in facts or circumstances during the Bidding Process the provisions of disqualification provided in the Tender Document are attracted, we shall intimate HCL of the same immediately.
15. We further agree and acknowledge that the aforesaid obligations shall be in addition to the obligations contained in the Tender Document including the Mining Service Agreement.
16. 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 Project and the terms and implementation thereof.
17. In the event of my/our being declared as the Selected Bidder, I/We agree to enter into a Mining Service Agreement prior to the Bid Due Date. We agree not to seek any changes in the Mining Service Agreement and agree to abide by the same.
18. We have studied all the Tender Documents carefully and have also surveyed the Site. We understand that except to the extent as expressly set forth in the Tender Document and/or Mining Service Agreement 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.
19. The Financial Proposal has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender Documents, Mining Service Agreement, 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 Project.
20. We certify that, our Director(s)/Partners are not convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to the business dealing with Government of India or any other government during last 3(three) years.
21. We affirm that:
    a. We have examined and have no reservations to the Tender Document, including any Corrigendum/ Addendum issued by HCL;
    b. We do not have any conflict of interest in accordance with Section 11.3 of the Tender Document;
    c. 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, as defined Section 11.2 of the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with HCL or any other public sector enterprise or any government, Central or State; and
    d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 11.2 of the Tender Documents, no person acting for us or on our behalf has engaged

or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

e. We are not affected by any of the disqualifications stated in Section 11.4

22. We understand that HCL may cancel the Bidding Process at any time and that HCL is neither bound to accept any Techno-Commercial Proposal/ Bid or any Highest Bid that HCL may receive nor to invite the Bidders to participate for the Project, without incurring any liability to the Bidders, in accordance with Section 11.8 of the Tender Document.
23. We believe that we/our proposed consortium satisfy(ies) all the qualification requirements as specified in the Tender Document and are/is qualified to submit this Proposal.
24. We declare that we/ any member of the Consortium, are not another Bidder/ or a member of a/any other Consortium submitting a Techno-Commercial Proposal/ Bid for Appointment of Mine Developer and Operator for Development and Operation Re-Opening & Expansion of Rakha Copper Mine, Development and operations of Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand.
25. We certify that in regard to matters other than security and integrity of the country, we/ any member of the Consortium or any of our Holding Company, Subsidiaries, Affiliates, Associates or Promoter have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
26. We further certify that regarding matters relating to security and integrity of the country, we/ any member of the Consortium or any of our Holding Company, Subsidiaries, Associates, Affiliates or Promoter have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
27. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this Tender Document, we shall intimate HCL of the same immediately.
28. We hereby certify that no corporate insolvency resolution/ liquidation process has been initiated against us herein as on date of submission of our Proposal pertaining to above referred RFP of HCL. We undertake to inform HCL as soon as any corporate insolvency resolution/ liquidation process is initiated against us at any time during the Bidding Process or After signing of MSA (if selected as successful Bidder).
29. The Proposal submitted by us shall be valid for a minimum period of 180 (one hundred and eighty) days from the Bid Due Date or any extension thereof as requested by HCL.
30. We declare that by submitting this Proposal, we agree to be bound and comply with the Applicable Law.
31. We further declare that by submitting this Proposal, we agree to be bound by the terms and conditions of the Tender Document.

We understand HCL reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all the Proposals at any stage of the Bidding Process without assigning any reasons to us.

The undersigned declare that the statements made, and the information provided in the duly completed Proposal are complete, true and correct in every detail.

[**Deponent**]

Witness:

1. ……

2. ……

VERIFICATION

Verified this _____day of _____year 20__ that the contents of my above affidavit are true to the best of my knowledge and belief and nothing untrue has been stated not any facts has been concealed.

12.3. Format for Summary of Techno-commercial Proposal

(On letter head of the Bidder i.e. Bidding Company/LLC/LLP/Partnership or, Lead Member of Bidding Consortium)

Sr. No.	**Particulars**	**Brief Details /Documentary Evidence in Support of the Particulars, If Any** **(To be Attached in The Form of Annexure)**
(a)	**(b)**	**(c)**
1.	Brief Profile of the Bidding Entity (Company/ LLP/ LLC/ Partnership/ Bidding Consortium): *(comprising of proof on being a legal business entity, copy PAN card, copy of GST certificate and banker details of Bidder) and other documents as described in Section 9.1.1(x).*	Annexure ___
2.	(strike out whichever is not applicable) 1. Name of the Bidder (Bidding Company/ LLP/ LLC/ Partnership/ Bidding Consortium) 2. Name of Supporting Partner, if any (in case of Route A) 3. Name of the Lead Member in the Bidding Consortium (in case of Route B) 4. Name of the Other Member in the Bidding Consortium (in case of Route B) 5. Contact Details: (of Bidder, Supporting Partner or Lead Member along with consortium members) a. Name of the Contact Persons b. Address for communication c. Phone/ Fax/ Email: 6. Signature of Authorized Signatory Round Rubber Seal of the Bidder	Annexure ___
3.	Complete set of Tender Document along with clarifications / corrigenda, if any, duly signed/ Stamped by the Bidder as token of acceptance and acknowledgement	Annexure ___
4.	Declaration by the Bidder in the form of Affidavit on stamp paper as per format specified in Section 12.2	Annexure ___
5.	Submission of technical criteria and financial criteria as per	Annexure ___

	format prescribed in Section 12.4 and 12.5	
6.	Board Resolutions for submission of Bid as per format prescribed in Section 12.6, 12.7 and 12.8	Annexure ___
7.	In case of Bidding Consortium, Consortium Agreement as per Format attached in Section 12.10	Annexure ___
8.	In case of the Bidding Company taking strength from its Supporting Partner, Joint Operating Agreement as per format prescribed in Section 12.10A	Annexure ___
9.	Earnest Money Deposit (EMD) bank guarantee declaration as per the format prescribed in Section 12.11	Annexure ___
10.	Authority letter (POA) from the Bidder in favour of the person who has been authorized to submit this Tender Document as per the format specified in Section 12.12	Annexure ___
11.	In case of Bidding Consortium, Power of Attorney (POA) by Other Members authorizing signing of the Bid by the Lead Member, in the format specified in Section 12.13.	Annexure ___
12.	Certificate of total compliance as per the Proforma provided in Section 12.14	Annexure ___
13.	Letter of support from Beneficiation vendor as provided in Section 12.15	Annexure ___
14.	Integrity Pact as per format provided in Section 12.16	Annexure ___
15.	Self-certificate about understanding of the site conditions in Section 12.17	Annexure ___
16.	Declaration by Bidder for relationship with key managerial personnel of HCL in Section 12.18	Annexure ___
17.	Compliance of Company Law as per section 11.11	Annexure ___
18.	Signed copy of unpriced financial proposal as per format provided in section 12.9 marking “xxx” in the place of price.	Annexure ___

12.4. Format for submission of details as per Technical Criteria

(A) Details as per requirement of Technical Criteria (Mining)

(On letter head of the Bidder i.e. Bidding Company/LLC/LLP/Partnership or, Lead Member of Bidding Consortium)

To,

……..
……..
……..

Dear Sir,

Sub: Eligibility towards Technical Qualification requirements (Mining)

1. For the companies qualifying as per Section A of 8.5.1 (Strike out whichever is not applicable)

We _____ (The legal name of the Bidding Entity)

OR,

We, the Bidding Consortium (if applicable), consisting of one Other Member, being _____,

confirm that _____ qualify the technical criteria as per Section A of 8.5.1 as per following details: -

1.1. Details of the mines:

S. No.	Particulars of Mine	Relevant Details
1	Name of mine with location and other details	
2	Owner / Lease holder of the mine	
3	Name of the Considered mineral	
4	Award date of mining lease/ contract	
5	Commercial Operation Date (COD)	
6	Extractable/ mineable reserves	
7	Annual Rated Capacity of production in MTPA	
8	Total year-wise Considered Mineral production in 03 consecutive Financial Years in last 07 Financial Year (from FY 2015-16 to FY 2021-22)	
9	Duration of lease/ contract (in years)	
10	Scope of service/ Nature of work done (with respect to development, operation and excavation)	

Note: The above format shall be reused in case experience is being drawn from multiple projects/mines

1.2. Annual production (name of Considered Mineral) from mines

S No.	**Name of Mine**	**Ownership in the project (%)**	**Name of the considered mineral**	**Quantity of Considered Mineral production**	**Financial Year**	**Quantity of Considered Mineral production as per ownership (in MTPA)**
1						
2						
Total Quantity of Considered Mineral production as per ownership (in MTPA)						

Note: Companies qualifying as per Section A of 8.5.1 shall submit Supporting evidence for qualification of technical Criteria (annual production of Considered Mineral as mentioned in section 8.5.3 in the form of attachments as follow: -

I. Copy of Mining Lease OR the contract agreement(s) or work order(s) clearly detailing scope of services and certificate(s) from owner placed at Annexure _____

II. Mandatory certificate(s) from Statutory Auditor detailing the Annual Rated Capacity, the details of the Considered Mineral production as per ownership achieved in the time period under consideration and also scope of activities performed, and the development activities undertaken by the Bidder placed at Annexure_____

III. Contact details of relevant official

IV. Notarized copy of the consortium agreement or joint venture agreement (as the case maybe), clearly explaining the extent of its ownership in such consortium or joint venture (If applicable) at Annexure _____

*(*strike out whichever is not applicable / not submitted)*

(The above list is only representative; Bidders can add any number of supporting documents which they think help in substantiating their qualifications as per the requirements in the tender)

Thanking you,

Yours faithfully,

Name:

Designation: Signature & Company's Round Seal

NOTE:

In case the Financial Year as per the audited financial statement and respective Applicable Law is different from 1st April to 31st March as specified here, the Bidder/ Bidding Consortium may mention the Financial Year as per the audited financial statements and furnish the production details of Considered Mineral accordingly.

(B) Format for Letter of support from "Concentrator plant vendor" to Bidder

(On letter head of the Bidder)

Letter of support to _____ (Name of the Bidder/ Bidding consortium)

To,

Office of The General Manager (Commercial)
Hindustan Copper Limited
(A Government of India Enterprise)
'Tamra Bhawan'
1, Ashutosh Chowdhury Avenue,
Kolkata – 700019

Sub: Letter of support to _____ (name of Bidder/ Bidding consortium) in order to undertake installation of a matching capacity concentrator plant as a part of Rakha & Chapri Underground Mine Project of HCL.

Sir,

I, _____ (Name and designation of Authorized person) of _____ (name of Bidder/ Bidding consortium) do hereby agree to on board a technology provider for the installation of the matching capacity concentrator plant, if _____ (Name of the Bidder/ Biding Consortium) gets selected as the successful bidder and signs agreement with HCL to act as an MDO for Rakha & Chapri Underground Mine Project. The technology provider shall be assisting the MDO to fulfil its scope of work related to installation and commissioning of matching capacity concentrator plant for Rakha & Chapri Underground Mine Project. The technology/ type of concentrator plant shall be as desired by MDO and HCL in collaboration.

Further, I undertake that,

1. We will provide services including design, technology, installation, and commissioning of the matching capacity concentrator plant for the Rakha & Chapri Underground Mine Project with state-of-the-art technology.
2. We will enter into an agreement with the technology provider/ vendor for this purpose and will remain bounded with such agreement till the successful commissioning of matching capacity concentrator plant for the Rakha & Chapri Underground Mine Project and till it commences production.
3. If for any reason, we violate the agreement or fails to fulfil the contractual obligation undertaken by us in the agreement signed with _____ (name of Bidder), we will indemnify _____ (name of Bidder) against any and all the losses or damages which may be caused or suffered by _____ (name of Bidder) due to us.

Name of Authorized Representative / Authorized Signatory:

For and on behalf of ……

Designation: Signature & Company's Round Seal

Email address:

Mobile No:

Dated the --------- day of ------- of 20---

12.5. Format for Submission of details as per Financial Criteria

(On letter head of the Bidder i.e. Bidding Company/LLC/LLP/Partnership or, Lead Member of Bidding Consortium)

To,

……..
……..
……..

Dear Sir,

Sub: Eligibility towards Financial Qualification requirements

For the companies qualifying as per Section 8.5.4

(Strike out whichever is not applicable)

We ---------- (The legal name of the Bidding Entity) / _____ (Supporting Partner of the Bidding Entity)

OR

We, the Bidding Consortium (if applicable), consisting of one Other Member, being ----------, confirm that ---------- (Lead Member) qualify the financial criteria as per Section 8.5.4 as per following details: -

Sl. No.	**Financial Years**	**Net Worth (In INR Crore)**	**Turnover (In INR Crore)**	**Cash Accrual (In INR Crore)**
(a)	**(b)**	**(c)**	**(d)**	**(e)**
1				
2				
3				
	Average (in numbers)			
	Average (in words)			

Also, the Cash Accrual as on last date of the Financial year 2021-22 of the Bidder/ Lead consortium was _____.

As on (Last date of Financial year)	**Paid-up share capital (INR Crore)**	**Net Worth (INR Crore)**	**Net Worth as percentage of Paid-up share capital**

Additionally,

Details of Net Worth of M/s _____ acting as Supporting Partner to the Bidder/ Other Member of the Consortium in compliance with conditions mentioned in Section 8.2. and 8.3. are as follows:

As on (Last date of Financial year)	**Net Worth (INR Crore)**

Note:

Bidder shall submit the following documents as evidence for qualification of Financial Criteria:

a) Audited financial statements as a standalone entity.
b) In case the Bidder submits qualification in any currency other than INR, it shall convert it to INR based on the conversion rate as published by RBI as on date of issuance of NIT.
c) In case of foreign currency figures other than the currency published by RBI, the Bidder shall also submit the USD or INR conversion rate published by the respective country's Central Bank for the corresponding date and the same shall be certified by Statutory Auditor.
d) Statutory Auditor certificate clearly certifying Turnover, Net worth and Cash Accrual as per definition in this Tender Document

In case of the companies incorporated in countries other than India and only for the purpose of meeting the Financial qualifications as per Financial Criteria as desired in Section 8.5.4, the Financial Year shall mean a 12 month period corresponding to the audited financial statements as applicable in their respective country

Name:

Designation: Signature & Company's Round Seal

12.6. Format for Board Resolution by the Bidder

(On letter head of the Bidding Entity/Lead Member and Other Member of Bidding Consortium)

The Board, after discussion, at the duly convened Meeting on _____ [insert date], with the consent of all the Directors/Partners present and in compliance of the provisions of the Companies Act, 2013/Partnership Act, 1932/Limited Liability Partnership Act, 2008, passed the following Resolution:

RESOLVED THAT pursuant to the provisions of the Companies Act, 2013//Partnership Act, 1932/Limited Liability Partnership Act, 2008 and compliance thereof and as permitted under the Constitutional Documents of the Company/Partnership/LLP, approval of the Board be and is hereby accorded for [forming a consortium with _____ and participating as the Lead Member/Other member in the consortium with _____and] placing the Bid [through _____ Lead Member] against the tender no _____ dated _____, as amended from time to time, issued by Hindustan Copper Limited ("HCL") for the Re-Opening & Expansion of Rakha Copper Mine, Development and operations of Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand ("the **Project"**).

*[RESOLVED THAT the Board hereby acknowledges the Board Resolution dated _____ passed by the _____ (Name of the Other Member/Supporting Affiliate) for providing the Technical / Financial (Strike out whichever is not applicable) support to the _____ (Name of the Bidder) to meet the Qualification Requirements as per the provisions of the tender and undertaking to provide technical/ financial support to _____ (Name of the Bidder) in case it is unable to meet its obligations.]

#[FURTHER RESOLVED THAT the Board hereby acknowledges that the _____ (Name of the Other Member(s)) is required to provide the technical support for the Project so that the consortium is able to meet the qualification requirements as per the provisions of the tender.

FURTHER RESOLVED THAT the _____ (Name of the Other Member(s)) do provide necessary support to execute the scope of work in the tender and in the event of any default by the Consortium/Lead Member such obligation shall be fulfilled by the Entity.]

FURTHER RESOLVED THAT _____shall act as the Lead Member of the Consortium and perform all acts and deeds as may be required to be performed on behalf of the consortium and the Other Member(s) in relation to submission of the bid for the Project.]

FURTHER RESOLVED THAT _____, (Name of the Person) [the Lead Member and such person as may be authorized by the Lead Member in this behalf] be and is hereby authorized to take all the steps required to be taken by the Bidding Entity/[Consortium] in this regard, including in particular, signing of the Bid, making changes thereto and submitting amended Bid, all the related documents, certified copy of this Board Resolution or letter, undertakings etc., required to be submitted to HCL or such other documents as may be necessary in this regard.

$[Further Resolved that _____ be and is hereby authorized to sign on behalf of the _____ (Name of the Other Member(s(), the Consortium Agreement and such other document as may be required to be signed individually by the _____ (Name of the Other Member(s)).]

Certified True Copy

Notes:

1. This certified true copy should be submitted on the letterhead of the Bidding Entity, signed by authorized Directors/Partner of the Bidding Entity and the rubber stamp for the Bidding Entity shall be affixed.

2. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Company, Companies Act 2013 may suitably be modified to refer to the law applicable to the entity submitting the resolution.

3. *Applicable in case of Bidding Entity participating through Route B: Bidding Consortium or Lead Member of the Bidding Consortium.

4. # paragraphs in square brackets are applicable only if the Bidding Entity is a consortium and the Other Members is providing technical support.

5. $Applicable in case of Other Members in the Bidding Consortium.

12.7. Format of the Board Resolution for providing financial support

(If Applicable, to be submitted with the Proposal)

(To be executed by the Company providing Financial Strength to the Bidder)

The Board, after discussion, at the duly convened Meeting on _____ [insert date], with the consent of all the Directors/Partners present and in compliance of the provisions of the Companies Act, 2013/Indian Partnership At, 1932, Limited Liability Partnership Act, 2008, passed the following Resolution:

RESOLVED THAT the Board hereby acknowledges that _____ (Name of the Bidder) is desirous of submitting a Bid against the tender no…… dated _____, as amended from time to time, issued by Hindustan Copper Limited ("HCL") for the Re-Opening & Expansion of Rakha Copper Mine, Development and operations of Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand ("the **Project"**).

FURTHER RESOLVED THAT the Board hereby acknowledges that _____ (Name of the Bidder) has requested the Company/LLP/ Partnership to provide the financial support to the _____ (Name of the Bidder) to meet the Qualification Requirements as per the provisions of the tender.

FURTHER RESOLVED THAT the Board hereby acknowledges that all the investment/ financial obligations of the _____ (Name of the Bidder) shall be deemed to be investment/financial obligations of the Company and/or shall be met by the Company in the event of any default of _____ (Name of the Bidder).

FURTHER RESOLVED THAT _____, be and is hereby authorized to enter into and take all the steps required to be taken by the Company/LLP/Partnership in this regard, including in particular, signing the said Undertaking, issuing the same to the HCL of all the related documents, certified copy of this Board resolution or letter, undertakings, certificate confirming relationship with _____ (Name of Bidder), etc., required by HCL or such other documents as may be necessary in this regard.

[FURTHER RESOLVED THAT _____, be and is hereby authorised to provide a Corporate Performance Security Guarantee in the form of a bank guarantee, in the format as required under the Draft MSA].

Applicable only in case of Bidder taking financial support from Supporting Partner. The Supporting Partner shall provide Corporate Performance Guarantee.

Certified True Copy

Notes:

1. In case of Bidding Company/ LLC/ LLP/ Partnership firm, this Board Resolution to be provided by the Supporting Partner providing financial strength as per Section 8.2.2, if applicable
2. In case of Bidding Consortium, this Board Resolution to be provided by the Lead Member of the Bidding Consortium.
3. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any of the authorized Directors of the Company and the rubber stamp for the Company shall be affixed.
4. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 2013 may suitably be modified to refer to the law applicable to the entity submitting the resolution.

12.8. Format of the Board Resolution for providing technical support

(If Applicable, to be submitted with the Proposal)

(To be executed by the Company providing technical strength to the Bidder)

The Board, after discussion, at the duly convened Meeting on _____ [insert date], with the consent of all the Directors/Partners present and in compliance of the provisions of the Companies Act, 2013/Indian Partnership , passed the following Resolution:

RESOLVED THAT the Board hereby acknowledges that the _____ (Name of the Bidder) is desirous of submitting the Bid against the tender no… …… dated _____, as amended from time to time, issued by Hindustan Copper Limited ("HCL") for the Re-Opening & Expansion of Rakha Copper Mine, Development and operations of Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand ("the **Project").**

RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 and compliance thereof and as permitted under the Constitutional Documents , approval of the Board be and is hereby accorded for *[forming a Consortium with _____ and participating as the Other Member in the Consortium with _____and]* placing the Bid *[through _____the Lead Member]* for the Project.

FURTHER RESOLVED THAT the Board hereby acknowledges that _____ (Name of the Bidder) has requested the Company to provide the technical support to the _____ (Name of the Bidder) to meet the Qualification Requirements as per the provisions of the tender.

FURTHER RESOLVED THAT the Board hereby acknowledges that the Company shall be required to provide necessary support to execute the scope of work of _____(Name of the Bidder) in the tender and in the event of any default by the (Name of the Bidder) such obligation shall be fulfilled by the Company.

FURTHER RESOLVED THAT _____, be and is hereby authorized to enter into and take all the steps required to be taken by the Company in this regard, including in particular, signing the said Undertaking, issuing the same to the HCL of all the related documents, certified copy of this Board resolution or letter, undertakings, certificate confirming relationship with _____ (Name of Bidder), etc., required by HCL or such other documents as may be necessary in this regard.

[FURTHER RESOLVED THAT _____, be and is hereby authorised to provide a Corporate Performance Guarantee in the form of a bank guarantee, in the format as required under the Draft MSA].

Applicable only in case of Bidder taking technical support from Supporting Partner. The Supporting Partner shall provide Corporate Performance Guarantee.

Certified True Copy

Notes:

1. In case of Bidding Company/ LLC/ LLP/ Partnership firm, this Board Resolution to be provided by the Supporting Partner providing technical strength as per Section 8.2.2, if applicable
2. In case of Bidding Consortium, this Board Resolution to be provided by the Other Member of the Bidding Consortium.
3. This certified true copy should be submitted on the letterhead of the Company, signed by any of the authorized Directors/Partners of the Company/LLP/Partnership and the rubber stamp for the Company/LLP/Partnership shall be affixed.
4. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 2013 may suitably be modified to refer to the law applicable to the entity submitting the resolution.

12.9. Financial Proposal

(On letter head of the Bidding Company/ LLC/ LLP/ Partnership or, Lead Member of Bidding Consortium)

Proposal Ref. No. and Date:
From:
Bidder's Name and Address:

Authorized Representative
Name:
Designation:
Tel. Nos:
Mobile No.:
Fax No.:
Email Address:

To,

……
……
……

Dear Sir,

Sub: Financial Proposal for Re-Opening & Expansion of Rakha Copper Mine, Development and operations of Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand

We _____ (Name of the Bidder/ Lead Member of Consortium) having its registered office at _____ having examined in detail and understood the terms and conditions stipulated in the aforesaid Documents and subsequent corrigendum, if any, issued by HCL and confirm that our Financial Proposal is in full conformity the Tender Documents.

Our Financial Proposal for Re-Opening & Expansion of Rakha Copper Mine, Development and operations of Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand ("the **Project"**) and performing the scope of work as stipulated in the Draft Mining Services Agreement, in response to the Tender Documents issued by HCL vide Tender no. _____ dated _____ (Bidder to specify date of issue of Documents by HCL) and its subsequent corrigendum No(s) _____ (Bidder to insert corrigendum number issued, if any by HCL subsequent to issue of Document).

Our Financial Proposal is presented below:

Particulars	**Revenue Share (%)**	**Revenue Share (%) (in words)**
Revenue Share (The % of revenue share to be provided by MDO to HCL)	(To be quoted by bidder)	(To be quoted by bidder)

Yours sincerely,

Name of Authorized Representative / Authorized Signatory:

Designation: Signature & Company's Round Seal

Email address:

Mobile No:

Dated the --------- day of ------- of 20---

Note: -

1. All the duties, taxes and levies above including that of income tax of MDO, duties etc. shall be borne by the MDO and shall be assumed to be included. No amount shall be reimbursed/paid by HCL

12.10. Proforma for Consortium Agreement

(To be executed on the Non-Judicial Stamp Paper of Appropriate Value)
(To be executed between Members of the Bidding Consortium)

This Consortium Agreement made and entered into on _____ day of 20__.

BY AND BETWEEN

_____ (Name of the Lead Member), a Company registered under the laws of _____ (Name of the Country) with its Head/ Registered Office at _____ (Address of the Head/ Registered Office) and a place of business in _____ (Address of place of business) (hereinafter referred to as "The Lead Member") and represented by Mr/ Mrs/ Ms. _____ (Name of Authorized Signatory) of the FIRST PART.

AND

_____ (Name of the Other Member), a Company registered under the laws of _____ (Name of the Country) with its Head/ Registered Office at _____ (Address of the Head/ Registered Office) and a place of business in _____ (Address of place of business) (hereinafter referred to as "The Other Member") and represented by Mr/ Mrs/ Ms. _____ (Name of Authorized Signatory) of the SECOND PART;

The Party of the FIRST PART, the Party of the SECOND PART, and the Party of the THIRD PART are collectively known as "**Parties**". The Party of the First Part is hereinafter referred to as "The Lead Member" and the Party of the Second Part and Third Part as the "Other Member(s)".

WHEREAS,

A. **Hindustan Copper Limited (HCL),** a public sector undertaking under the administrative control of the Ministry of Mines and having its registered office 1, Ashutosh Chowdhury Avenue, Kolkata – 700019 (herein after referred to as the "HCL" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the "**Bids**") by its RFP No. [●] dated [●] (the "**RFP**") for appointment of Mine Developer and Operator for Re-Opening & Expansion of Rakha Copper Mine, Development and operations of Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand (the "**Project**").

B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other Tender Documents in respect of the Project, and

C. It is a necessary condition under the tender conditions that the members of the Consortium shall enter into a Consortium Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning given thereto under the tender/ RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (this "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 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 Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a Joint Venture Company (the "**JV**") as a Limited Liability Company under the Indian Companies Act, 2013 for entering into the Mining Services Agreement (MSA) with HCL and for performing all its obligations as the MDO in terms of the Mining Services Agreement for the Project.

4. Role 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 Board Resolution in its favour from the Other Member for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing date of the Mining Services Agreement when all the obligations of the JV Company/ MDO shall become effective;

(b) In addition to the above,

i. the role of the Party of the First Part shall be to comply with all the responsibilities and obligations of the Lead Member as mentioned in this Agreement and Draft MSA;

ii. the role of the Party of the Second Part shall be to comply with all the responsibilities and obligations of Other Member as mentioned in this Agreement and Draft MSA;

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Documents, RFP and the Mining Services Agreement.

6. Shareholding in the JV

6.1 The Parties agree that the proportion of shareholding among the Parties in the JV Company shall be as follows:

First Party (Minimum 51 %): **[●] %**
Second Party (Minimum …..%): **[●] %**

6.2 The Parties undertake that no change in the above ownership of the subscribed and paid up equity share capital of the JV shall be permitted throughout the Contract Period, without the prior written approval of HCL.

6.3 The Parties undertake that a minimum of 51% (fifty-one per cent) of the subscribed and paid up equity share capital of the JV shall, at all times till expiry or termination of Mining Services Agreement, be held by the Party of the First Part.

6.4 The Parties undertake that a minimum of 10% (ten per cent) of the subscribed and paid up equity share capital of the JV shall, be held by the Party of the Second, till at least 10 years from the Appointed Date as mentioned in Draft MSA.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Tender Documents and the MSA.

7. 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 its 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 the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, 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

v. 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 business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry or termination of Mining Services Agreement in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified.

9. Miscellaneous

9.1 This Consortium Agreement shall be governed by laws of India.

9.2 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	SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of	For and on behalf of	For and on behalf of
First part i.e. LEAD MEMBER by	Second Part i.e. other Member by	Third Part i.e. other Member by
(Signature)	(Signature)	(Signature)
(Name)	(Name)	(Name)
(Designation)	(Designation)	(Designation)
(Address)	(Address)	(Address)

In the presence of:
1. 2.

Notes:

1. The mode of the execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under company's round seal affixed in accordance with the required procedure.

2. Each Consortium Member should attach a copy of the extract of the charter documents and documents such as Board resolution and 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 Members.

3. For a Consortium Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney/ resolution has been executed.

12.10A: Proforma for Joint Operating Agreement

(On Non-Judicial Stamp Paper of Appropriate Value)

(In case the Bidder takes strength from its direct Subsidiary or Holding company, it will need to execute Joint Operating Agreement with its Supporting Partner)

This Joint Operating Agreement ("**JOA**") is executed on this [ ] day of [ ] Two thousand [ ] between M/s [ ], a company incorporated under the laws of [ ] and having its registered office or principal place of business at [ ] (hereinafter called the "**Bidder**" which expression shall include its successors and permitted assigns)

AND

[ ] a company incorporated under the laws of [ ] and having its registered office or principal place of business at [ ] (hereinafter called the "**Supporting Partner**", which expression shall include its successors and permitted assigns);

The Bidder and the Supporting Partner are hereinafter referred to individually as Party and collectively as Parties.

WHEREAS

A. **Hindustan Copper Limited (HCL),** a public sector undertaking under the administrative control of the Ministry of Mines and having its registered office at 1, Ashutosh Chowdhury Avenue, Kolkata – 700019 ("HCL") intends Re-Opening & Expansion of Rakha Copper Mine, Development and Operations of Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand, by appointing Mine Developer and Operator (MDO).

B. In order to meet the Technical/Financial Criteria of Qualifying Requirements stipulated in Section 8.5, the Bidder has relied on the strength of its direct Subsidiary(ies) and/or Holding Company and is therefore required to enter into this JOA to bind the Supporting Partner to the provisions of the Mining Services Agreement ("MSA").

C. The Supporting Partner is the *Subsidiary /*Holding Company/of the Bidder.

D. The Parties now wish to enter into this JOA in order to create binding obligations in favour of HCL to the extent set forth as follows.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. All capitalized terms used herein if not otherwise defined shall have the same meaning as those ascribed to them in the Tender documents, the RFP and MSA.

2. In consideration of HCL awarding the MSA, to and in favour of the Bidder inter alia relying on the strength and support of the Supporting Partner to the Bidder pursuant to the terms of the Tender Documents, the Supporting Partner hereby irrevocably and unconditionally agrees and undertakes to be jointly and severally be bound and liable for any and all acts and omissions of the Bidder, in the same manner and to the same extent as set forth in the MSA. For the avoidance of doubt, it is clarified that:

2.1. any service by HCL of a notice pursuant to terms of the MSA shall be deemed to be service of notice to the Supporting Partner, on a several basis;

2.2. the Parties hereby assume full responsibility and liability for the performance by the Bidder/ MDO (where the Bidder has incorporated a separate company as the MDO) of its obligations in accordance with and subject to the terms of the MSA read with this JOA;

2.3. the Supporting Partner confirms that in the event the Bidder is successful in its Bid and is issued LOA, it shall promptly and in no event later than (30) thirty days following the issuance of LOA, furnish Performance Guarantee in the form of a bank guarantee in favour of HCL for an amount equivalent to 3% of the average contract value for annual production as on the date of issuance of LOA in the format provided in the draft MSA, in addition to the Performance Security to be submitted by the Bidder in the format provided in the draft MSA.

2.4. Subject to Clause 3 of this JOA, upon any default, whatsoever by the Bidder/ MDO in performing, meeting or otherwise complying with any of its obligations in accordance with the terms of the MSA, HCL may at any time as it deems fit and/or appropriate in its sole discretion, without giving any opportunity of recourse to the Bidder/ MDO, require the Supporting Partner to hold HCL harmless from and against any and all damages, losses, liabilities, obligations, claims of any kind, interest, cost, fee, or expenses (including, without limitation, reasonable attorneys' fees and expenses) suffered, incurred or paid by HCL, as a result of, in connection with or arising out of such default; and

2.5. the obligations of the Supporting Partner or the rights of HCL hereunder, shall not stand revoked, or otherwise be impaired or mitigated in any manner whatsoever, if there exists, at anytime, any dispute before any court (whether in India or abroad), arbitration, claims, settlements, obligations, expert determination or similar proceedings under the Project Agreement between the Bidder/ MDO and HCL;

3. Notwithstanding anything to the contrary contained in this JOA or the MSA, the aggregate liability and obligation of the Supporting Partner under or in connection with this JOA shall not exceed the aggregate liability and obligation of the Bidder/ MDO under the MSA and it shall continue for at least 5 (five) years or upto the time that the mine achieves its Annual Rated Capacity;

4. The Supporting Partner hereby irrevocably and unconditionally undertakes, agrees and acknowledges that its obligations hereunder:

4.1. is irrevocable, absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the MSA, or the insolvency, bankruptcy, reorganization, dissolution, winding-up or liquidation of the Bidder/ MDO or any change in the ownership of the Bidder/ MDO, or any purported assignment by the Bidder/ MDO or any other circumstances whatsoever which might otherwise constitute a defense or discharge of a guarantor or surety;

4.2. shall not be affected by the existence of or release or variation of any guarantee of or security for any of the obligations of the Bidder under the MSA;

4.3. shall not be affected by any failure by HCL to pay or perform any of their obligations under the MSA, or any waiver of any of such obligations;

4.4. shall not be affected by any exercise or non-exercise of any right, remedy, power or privilege of any person under or in respect of any payment obligations of the Bidder under the MSA;

4.5. shall not be affected by any failure, omission or delay on HCL's part to enforce, assert or to exercise any right, power or remedy conferred on HCL in this JOA or any such failure, omission or delay on HCL's part in connection with any obligation of the Bidder/ MDO under the MSA or any extension of time granted by HCL to the Bidder/ MDO for performance of its obligations under the MSA.

5. Each Party hereby represents and warrants that:

5.1. it is duly organized and validly existing under the laws of the jurisdiction of their organization, with full power, authority and capability to enter into this JOA and to perform all acts and obligations contemplated herein;

5.2. the signature and delivery of this JOA on its behalf and the exercise of its rights and performance of its obligations under this JOA have been duly authorized;

5.3. this JOA has been duly signed and delivered by it and its obligations described in this JOA are legal, valid and binding obligations of such Party; and

5.4. the execution and/or performance of this JOA:

5.4.1. will not conflict with or violate any provision of any of its constitutional documents / charters or other organizational document;

5.4.2. will not require any notice to or filing with, or any approval of, any authority or the consent of any third party;

5.4.3. will not conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in any person the right to terminate, modify or cancel, or require any notice, consent or waiver under, any contract or instrument to which such Party is a party or by which such Party is bound or to which any of such party's assets are subject;

5.4.4. will not result in the creation or enforcement of any security interest upon any assets of the Bidder;

5.4.5. will not violate any Applicable Law or any order, writ, injunction, or decree applicable to it;

6. This JOA shall be construed and interpreted in accordance with the laws of India. In the event of any dispute or claim of any kind whatsoever that may arise between the Parties or HCL because of construction, interpretation or application of any of the terms and conditions of this JOA, such dispute shall be settled in accordance with terms of the MSA.

7. The courts in Kolkata, West Bengal, India shall have exclusive jurisdiction in all matters under this agreement.

8. Subject to Clause 3, the Parties hereby acknowledge and agree that this JOA has been executed for the sole benefit of HCL and for the specific purpose of ensuring that HCL receives the benefits of the Bidder's services under and in accordance with the MSA. Accordingly, HCL shall, notwithstanding anything contained herein, always have the right to enforce the performance by the Supporting Partner of its obligations pursuant to this JOA read with the MSA and the Supporting Partner hereby irrevocably and unconditionally waive any defense, rights or protection that they may have in law, contract or otherwise in this regard.

9. The Supporting Partner shall not assign or delegate its rights, duties or obligations under this JOA and the MSA in any manner whatsoever, except with prior written consent of HCL.

10. The Supporting Partner agrees that this Agreement shall be irrevocable and shall form an integral part of the Tender Document and MSA. This Agreement shall continue to be enforceable for at least 5 years, which will have to be extended till such time the mine achieves the Annual Rated Capacity.

11. Terms not defined in the JOA shall have the same meaning as ascribed to them in the MSA. The word Bidder wherever appearing in the JOA shall also include the MDO.

12. The terms and conditions of this JOA shall not be amended or modified, except with prior written consent of HCL.

IN WITNESS WHEREOF, the Parties have, through their authorized representatives, executed these presents and affixed the round seals of their respective companies on the day, month and year first mentioned above at _____

On behalf of the Bidder	**On behalf of the Supporting Partner**
Name:	Name:
Designation:	Designation:
Company's round Seal of the Bidder	Company's round Seal of the Supporting Partner
Witness-1:	Witness-1:
Witness-2:	Witness-2:

Note:

a) The Bidders should provide details of their Subsidiary (ies) and/or Holding Company whose experience had been offered for evaluation in the Covering Letter of Techno-commercial Proposal.

b) Notarized Power of Attorney of the Persons signing the Joint Operating Agreement along with Board Resolution in support of Power of Attorney shall necessarily be furnished and to be attached with the signed Joint Operating Agreement.

12.11. Annexure-I Proforma for Earnest Money Deposit submitted through Bank Guarantee

PROFORMA FOR EARNEST MONEY DEPOSIT BANK GUARANTEE
(*On Non-Judicial Stamp Paper of appropriate value*)

..... (***Name of the Bank***)
Address.....
.....
Guarantee No. .....

A/c Messrs..... (***Name of Bidder***)

Date of Expiry.....

Limit to liability (***currency & amount***) .....

Invitation for Bid No. ..... dated .....

For..... (***Name of Facilities***)

Subject: Earnest Money Deposit Bank Guarantee.

Date ..... 20....

To

.....
Hindustan Copper Limited

.....
[***Name and Address of Employer***]

Dear Sir,

Whereas M/s…… (insert the name of the Bidder) (hereinafter called the "Bidder") has submitted its technical and financial proposal for …….. (insert the name of work for which proposal is submitted) (hereinafter called the "Proposal") dated …… against the Notice Inviting Tenders (NIT) Notice Inviting Proposal/Invitation for Bid (IFB) No. …… (Insert NIT/RFP number as per publication in newspaper or website) issued by Hindustan Copper Limited ("HCL").

The Tender Documents contemplate that earnest money deposit of Indian INR…… (Rupees …… Only) which may be provided in the form of a Bank Guarantee issued from Scheduled Commercial Bank (except Co-operative/Gramin Bank).

We _____(indicate the name of the bank) having its office at _____(Herein after referred to as the "**Bank**") at the request of _____ Bidder do hereby in terms of Tender Documents, irrevocably, unconditionally and without reservation, guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Documents by the said Bidder and undertake to pay HCL an amount not exceeding INR ……. (Rupee ……. Only) against any loss or damage caused to or suffered or would be caused or suffered by HCL by reasons of any breach by the said Bidder of any of the terms or conditions contained in the said Tender Documents including the following:

a. The Bidder has withdrawn its Proposal after the submission of the Bid; or

b. The Bidder having been notified of the acceptance of its Proposal by HCL during the Bid Validity Period, (i) fails or refuses to execute the Service Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the Tender Documents.

We_____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee within 48 (forty eight) hours of demand without any demur and without assigning any reason or reference to the Bidder or any other person and irrespective of whether the claim of HCL is disputed by the Bidder or not, merely on 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 reasons of breach by the said Bidder of any of the terms or conditions contained in the Tender 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 INR ……. (Rupees ……..Only).

We shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and performance of its obligations contained in the Tender 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.

We undertake to pay HCL any amount so demanded immediately/forthwith notwithstanding any dispute or disputes raised by the Bidder 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 there under and the Bidder shall have no claim against us for making such payment.

The Guarantee is absolute, unconditional and irrevocable, irrespective of the value, genuineness, validity, regularity or enforceability of the Tender Documents/Bid and shall not be affected by any change in the constitution, insolvency or winding up of HCL, the Bidder or the Bank or any absorption, merger or amalgamation of HCL, the Bidder or the Bank with any other person or any change in the ownership of HCL/the Bidder, or any purported assignment by HCL/the Bidder/the Bank.

In order to give full effect to this Guarantee, HCL shall be entitled to treat the Bank as the principal debtor. HCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to HCL, and the Bank shall not be released from its liability under these presents by any exercise by HCL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of HCL or any indulgence by HCL to the said Bidder or by any change in the constitution of HCL or its absorption, merger or amalgamation with any other person or by release or variation of any guarantee or security or by any failure by HCL to pay or perform any of their obligations, or any waiver of any of such obligations or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

All payments under this Guarantee shall be paid free and clear of and without any deduction on account of any present, future taxes, levies, imposts, duties, charges, commissions, deductions or withholdings of any nature whatsoever.

The courts in [•] shall have exclusive jurisdiction to decide any dispute arising under this Guarantee. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

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 unrealised.

We undertake to renew the Guarantee promptly and before the expiry of the term of the Guarantee on the same terms and conditions as contained herein.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

We _____ (indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the prior consent of the HCL in writing.

This Bank Guarantee is payable at par in [•]

Notwithstanding anything contained herein,

1. Our liability under this Bank Guarantee shall not exceed INR ……. (Rupees ……. Only).
2. This Bank Guarantee towards Earnest Money Deposit shall be valid up to a period of 60(sixty) days from the Bid Validity Period (i.e., 180 days from the Bid Due Date).
3. We shall be liable to pay any amount under this Bank Guarantee or part thereof only if we receive (if you serve upon us) a written claim or demand under this guarantee on or before ___ at _____.

Signatures

Authorized Signatories of Bank

Witnesses:-

1)_____Signed_____

Note: The non-judicial stamp (NJS) paper should be purchased in the name of the Bank issuing the BG; date of purchase of NJS paper should not be prior to the date of issue of the tender / contract as the case may be.

12.12. Format for Power of Attorney for signing of Bid for Bidding Entity/ the Lead Member of the Consortium

[To be notarised and to be executed on non-judicial stamp paper of appropriate value]

Know to all men by these presents, we, …… (name of the Bidder/ Lead Member and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of …… and presently residing at ……., who is presently employed with us and holding the position of ……., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the "Appointment of Mine Developer and Operator for Re-Opening & Expansion of Rakha Copper Mine, Development and operations of Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand," (the "Project"), by Hindustan Copper Limited ("HCL") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to HCL, representing us in all matters before HCL, signing and execution of all contracts including the Mining Services Agreement and undertakings consequent to acceptance of our bid, and generally deal with HCL in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Mining Services Agreement with HCL.

AND we hereby agree to ratify and confirm all acts, deeds and things 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.

AND we hereby confirm that this Power of Attorney is being executed by us at our own volition with full knowledge of the facts and the contents thereof and with our free consent. We also confirm that no undue influence or coercion has been exercised on us any other person for execution of this Power of Attorney nor has there been any abuse of power by any person for execution of this Power of Attorney.

IN WITNESS WHEREOF WE, _____ THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 20…..

For ……..

(Signature)

(Name, Title and Address)

Witnesses:

1.

2.

Accepted

……
(Signature)

(Name, Title and Address of the Attorney)

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 executant(s) and when it is so required.

2. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

3. Power of Attorney should be executed upon payment of stamp duty of appropriate value, as applicable in the State, where such Power of Attorney has been executed.

12.13. Format for Power of Attorney by Other Member of consortium authorising signing of the Bid by the Lead Member

[To be notarised and to be executed on non-judicial stamp paper of appropriate value]

Whereas Hindustan Copper Limited has invited bids for Selection of Mine Developer cum Operator for Re-Opening & Expansion of Rakha Copper Mine, Development and Operations of Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand, at East Singhbhum district, Jharkhand ("**Project**").

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 Request for Proposal and other connected documents in respect of the Project, 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 Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ……. having our registered office at ……,and ……., having our registered office at ……., and ……., having our registered office at ……., (hereinafter referred to as "**Principal**") do hereby irrevocably designate, nominate, constitute, appoint and authorise ……., 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 authorise 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 Project, 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 Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accepting the Letter of Award, participating in bidders' and other conferences, responding to queries, submitting information/ documents, signing and executing 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 person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Project and/ or upon award thereof till the Mining Services Agreement is entered into with HCL.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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.

AND we hereby confirm that this Power of Attorney is being executed by us at our own volition with full knowledge of the facts and the contents thereof and with our free consent. We also confirm that no undue influence or coercion has been exercised on us any other person for execution of this

Power of Attorney nor has there been any abuse of power by any person for execution of this Power of Attorney.

Capitalised words not defined herein shall have the meaning ascribed to them in the Tender Documents.

IN WITNESS WHEREOF WE THE PRINCIPAL ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF …….., 20….

For ……

(Signature, Name & Title)

(Executant)

(To be executed by the Other Member(s) of the Consortium)

Witnesses:

1.

2.

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 executant(s) and when it is so required.

2. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

3. Power of Attorney should be executed upon payment of stamp duty of appropriate value, as applicable in the State, where such Power of Attorney has been executed.

12.14. Format for Certificate of Total Compliance

(On letter head of the Bidding Company/ LLC/ LLP/ Partnership or, Lead Member of Bidding Consortium)

Certificate of Total Compliance

To,

…….
…….
…….
…….

Sub: Undertaking of Compliance with the Scope of work, Roles & Responsibilities and Other terms and conditions as mentioned in the Tender Document, RFP and MSA.

Sir,

1. We_____ unconditionally offer to undertake the works as indicated in the Notice Inviting Tender and the Tender Document and hereby bind myself / ourselves to execute the work as per the scope stipulated in the Tender Document and under the subject-stated above.

2. We have read the conditions of Notice Inviting Tender, Tender Document and Draft Mining Services Agreement including any clarification, addendum or corrigendum issued in reference to this tender attached hereto and agree irrevocably to abide by such conditions. We agree to execute the work and achieve the target without any let or demur or hindrance.

3. We shall comply with all the Applicable Laws and conditions of all the approvals and clearances and orders granted upon HCL in relation to Re-Opening & Expansion of Rakha Copper Mine, Development and Operations of Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand.

4. We bind ourselves to furnish the required Performance Security along with fixed amount, failing which we shall have no objection towards cancellation of Letter of Award (LOA) by HCL and bear all the liabilities.

5. There is no existing or potential conflict of interest which may affect our ability to perform our obligations contemplated in the Tender Document.

Name:
Designation: Signature & Company's Round Seal

12.15. Format for Letter of support from "Matching capacity Concentrator Plant vendor" to Bidder

(On letter head of the Concentrator vendor)

To,

……..

Sub: Letter of support to _____ (name of Bidder/ Bidding consortium) in order to undertake installation of Matching capacity Concentrator Plant having capacity matching capacity of combined copper ore production Rakha and Chapri Mines as a part of Re-Opening & Expansion of Rakha Copper Mine, Development and Operations of Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand, of HCL.

Sir,

I, _____ (Name and designation of Authorized person) of _____ (Name of Matching capacity Concentrator Plant vendor) do hereby agree to extend support to _____ (Name of the Bidder/ Biding Consortium) on behalf of my company/ firm _____ (Name of the Matching capacity Concentrator Plant vendor) that if _____ (Name of the Bidder/ Biding Consortium) gets selected as the successful bidder and signs agreement with HCL to act as an MDO for Re-Opening & Expansion of Rakha Copper Mine, Development and Operations of a new Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand, then we, _____ (Name of the Matching capacity Concentrator Plant vendor) shall be assisting the MDO to fulfil its scope of work related to installation and commissioning of Matching capacity Concentrator Plant with throughput capacity of …….. MTPA for copper ore produced from Rakha and Chapri copper mining project. The technology/ type of Matching capacity Concentrator Plant shall be as desired by the MDO and HCL in collaboration.

Further, I undertake that,

4. We will provide services including design, technology, installation, and commissioning of Concentrator Plans for the Rakha and Chapri copper mining project with state-of-the-art technology.
5. We will enter into an agreement with the _____ (name of Bidder) for this purpose and will remain bounded with such agreement till the successful commissioning of Matching capacity Concentrator Plant and till it commences production.
6. If for any reason, we violate the agreement or fails to fulfil the contractual obligation undertaken by us in the agreement signed with _____ (name of Bidder), we will indemnify _____ (name of Bidder) against any and all the losses or damages which may be caused or suffered by _____ (name of Bidder) due to us.

Name of Authorized Representative / Authorized Signatory:

For and on behalf of ……..

Designation: Signature & Company's Round Seal

Email address:

Mobile No:

Dated the --------- day of ------- of 20---

Format for Power of Attorney for signing the Letter of Support from Matching capacity Concentrator Plant Vendor

[To be notarised and to be executed on non-judicial stamp paper of Appropriate Value]

Know all men by these presents, we, …… (name of the Matching capacity Concentrator Plant vendor and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/ daughter/ wife of …… and presently residing at ……., who is presently employed with us and holding the position of ……., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Letter of Support to …… (Name of Bidder), who in-turn are submitting their bid for the "Appointment of Mine Developer and Operator for Re-Opening & Expansion of Rakha Copper Mine, Development and operations of Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand," (the "Project") by Hindustan Copper Limited ("HCL") including but not limited to signing and submission of all applications, documents and writings, participate in bidders' and other conferences and providing information / responses to HCL and …… (Name of Bidder), representing us in all matters before HCL and …… (Name of Bidder), signing and execution of all contracts and undertakings consequent to acceptance of the bid of …… (Name of Bidder), and generally deal with HCL and …… (Name of Bidder) in all matters in connection with or relating to or arising out of the Bid for the said Project and/or upon award thereof to us and/or till the signing of the Mining Services Agreement.

AND we hereby agree, to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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.

AND we hereby confirm that this Power of Attorney is being executed by us at our own volition with full knowledge of the facts and the contents thereof and with our free consent. We also confirm that no undue influence or coercion has been exercised on us any other person for execution of this Power of Attorney nor has there been any abuse of power by any person for execution of this Power of Attorney.

IN WITNESS WHEREOF WE, _____ THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 20…..

For ……..

(Signature)

(Name, Title and Address)

Witnesses:

1.

2.

Accepted

……
(Signature)

(Name, Title and Address of the Attorney)

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 executant(s) and when it is so required.

2. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

3. Power of Attorney should be executed upon payment of stamp duty of appropriate value, as applicable in the State, where such Power of Attorney has been executed.

12.16. Format for 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 Tender Documents. 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 Mining Service Agreement. 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.

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 Shri Debal Kumar Gayen (gayen.dk@gmail.com) and Shri Debashis Bandyopadhyay (debashis9999@gmail.com) an Independent External Monitors (IEMs), who will monitor the tender Process and the execution of the Contract for compliance with the principles mentioned above.

Section I – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, will in connection with the bidding, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the Bidding Process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Bidding Process, provide to all Bidder(s)

the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the Bidding Process or the Contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code/ Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)

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

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

a. or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Bidding Process or during the execution of the contract.

b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Bids or any other actions to restrict competitiveness or to introduce cartelization in the Bidding Process.

c. The Bidder(s) will not commit any offence under the Indian Penal Code / Prevention of Corruption Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) will, when presenting his Bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for damages

a. If the Principal has disqualified the Bidder(s) from the Bidding Process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to EMD.

b. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Bidder, liquidated damages/ penalties of the contract value or the amount equivalent to Performance Security.

Section 5 – Previous transgression

a. The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify its exclusion from the Bidding Process.

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

Section 6 - Equal treatment of all Bidders

a. The Bidder(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact Agreement, and to submit it to the Principal before execution of the Contract.

b. The Principal will enter into agreements with identical conditions as this one with all Bidders.

c. The Principal will disqualify from the Bidding Process all Bidders who do not sign this Integrity Pact Agreement or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)

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

Section 8 - Independent External Monitor/Monitors

a. The Principal has appointed competent and credible Independent External Monitor ("IEM") for this Integrity Pact Agreement. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

b. The IEM is not subject to instructions by the parties/ their representatives and performs its functions neutrally and independently. It reports to the Chairman- cum-Managing Director of HCL.

c. The Bidder(s) accepts that the IEM has the right of access without restriction to all work documentation of the Principal. The Bidder will also grant the IEM, upon its request and demonstration of a valid interest, unrestricted and unconditional access to his Work documentation. The same is applicable to subcontractors. The IEM is under a contractual obligation to treat the information and documents of the Bidder(s) with confidentiality.

d. The Principal will provide to the IEM sufficient information about all meetings among the parties related to the work provided that such meetings could have an impact on the contractual relations between the Principal and the Bidders. The parties offer to the IEM the option to participate in such meetings.

e. As soon as the IEM notices, or believes, that there is a violation of this Integrity Pact Agreement, it will so inform the management of the Principal and request the management to discontinue or take corrective action, or to take other relevant action. The IEM can, in this regard, submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

f. The IEM will submit a written report to the Chairman-cum-Managing Director of HCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

g. The IEM shall be entitled to compensation on the same terms as being extended to/ provided to Independent Directors of HCL.

h. If the IEM has reported to the Chairman-cum-Managing Director of HCL, a substantiated suspicion of an offence under relevant Indian Penal Code/PC Act, and the Chairman-cum-Managing Director of HCL has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

a. This agreement is subject to Indian laws. Place of performance and jurisdiction is the registered office of the Principal, i.e. Kolkata.

b. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

c. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement as to their original intentions.

_____	_____
(For & On behalf of the Principal)	(For & On behalf of the Bidder)
(Office Seal)	(Office Seal)

Witness 1: _____

(Name & Address) _____

_____

_____

Witness 2: _____

(Name & Address) _____

_____

_____

12.17. Format for self-certificate about understanding of the Site conditions

To,

……
……
……

Sub: Self-certificate about understanding of the Site conditions as a part of Techno-commercial Proposal for Re-Opening & Expansion of Rakha Copper Mine, Development and operations of Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand ("the **Project"**)

Dear sir,

I, _____ (Name of the Authorized signatory/Authorized Representative of Bidder) hereby certify on behalf of _____ (Name of the Bidder/ Bidding Consortium) that we have visted the Site location and have sufficient knowledge about the Site conditions of Re-Opening & Expansion of Rakha Copper Mine, Development and operations of Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha and nearby area required in order to participate in the Bidding Process and we are submitting our Techno-commercial and Financial Proposal keeping in mind all the risk and benefits associated with the Projects.

Also, we certify that we have read all the documents provided as a part of Tender Documents for understanding of the Project and preparation of our Techno-commercial and Financial Proposal.

Yours sincerely,

Name of Authorized Representative / Authorized Signatory:

For and on behalf of …….

Designation: Signature & Company's Round Seal

Email address:

Mobile No:

Dated the --------- day of ------- of 20---

12.18. Format for Declaration by Bidder for relationship with key managerial personnel of HCL

To,

……
……
……

Sub: **Declaration for relationship with key managerial personnel of HCL as a part of Techno-commercial Proposal for Re-Opening & Expansion of Rakha Copper Mine, Development and Operations of Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand ("the Project")**

Dear sir,

*I, _____(Name of Authorized signatory) on behalf of _____ (Name of Bidder/ Bidding consortium) hereby declare that Promoters or key managerial personnel of the Bidder/members of the Bidding Consortium _____, its Subsidiary/Holding Company/Affiliate have no close business/ family relationship with key managerial personnel of HCL.

Or

*I, _____(Name of Authorized signatory) on behalf of _____ (Name of Bidder/ Bidding consortium) hereby declare that Promoters or key managerial personnel of the Bidder/members of the Bidding Consortium _____, its Subsidiary/Holding Company/Affiliate have business/ family relationship with key managerial personnel of HCL in following manner.

Or

*I, _____(Name of Authorized signatory) on behalf of _____ (Name of Bidder/ Bidding consortium) hereby declare that Promoters or key managerial personnel of the Bidder/members of the Bidding Consortium _____, its Subsidiary/Holding Company/Affiliate have business/ family relationship with key managerial personnel of HCL in following manner.

S No	Name and designation of personnel of the Bidder/ Bidding Consortium	Name and designation of key managerial personnel of HCL	Relationship
1			
2			
3			
4			

**(strike out whichever is not applicable)*

Name of Authorized Representative / Authorized Signatory:

For and on behalf of …….

Designation: Signature & Company's Round Seal

Email address:

Mobile No:

Dated the --------- day of ------- of 20---

12.19. Format for Self-certification and undertaking by Bidder (by Lead Member and Other Member if bid is by a consortium) regarding insolvency/ liquidation process under NCLT

Self-Certification and Undertaking by Bidder (by each member if bid is by a Consortium) regarding Insolvency/Liquidation Process under NCLT
(on non-judicial stamp paper of appropriate value)

To,

Hindustan Coppers Ltd

(Name & Address of the Employer)

Sub: Tender for..... - Submission of Undertaking by.....
Ref: Tender No.....Dt.....

Dear Sir,

The undersigned hereby certifies that no corporate insolvency resolution/liquidation process has commenced in respect of the Bidder herein as on the date of submission of tender documents pertaining to the above referred Invitation for Bid.

We undertake to inform Hindustan Coppers Limited as soon as any corporate insolvency resolution/liquidation process, is initiated against us.

Thanking you,

Yours
sincerely,

13. Schedule 1: Draft Mining Services Agreement

(Enclosed)

14. Schedule 2: Clarifications regarding Tender Document

S. No.	Section ref no. and Page no.	Existing Provision	Clarification Required	Suggested Text for Amendment, if any	Rationale for Clarification or Amendment
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

15. Schedule 3: List of documents to be handed over to Bidder

S No.	Particulars
1.	Geological Report (GR)
2.	Resource Assessment Report (UNFC and JORC etc)
3.	Approved Mining Plan
4.	Mine General Layout
5.	Forest Clearance
6.	EIA/EMP Report with EC
7.	Feasibility / DPR on Mine Development and Production
8.	Lease Dead
9.	Beneficiation Testwork, Process Flow Diagram

Note: These documents are an exclusive property of HCL, and Bidder shall not share the mentioned documents with any third party.

16. Schedule 4: Business rules of Forward Bidding/ Forward Auction[1]

The detailed guide of business rules for forward bidding/Forward Auction can be found on the MSTC website. The website can be accessed through the following link https://www.mstcecommerce.com/

SCHEDULE OF TENDER (SOT):

a.	E-Tender No. (System Generated)	**MSTC/ERO/HINDUSTAN COPPER LTD/1/KOLKATA/22-23/36262**
b.	MODE OF TENDER (Two Stage Bidding System)	e-tender System by Online Part I - Techno-Commercial Bid and Online Part II - Price Bid through **www.mstcecommerce.com** of MSTC Ltd. The intending bidders are required to submit their offers electronically as per following schedules through e-tendering portal. E-auction: Details Shall be communicated later
c.	NIT available for parties to view	From 17.01.2023 to 17.03.2023
d.	Last date for submission of query by e-mail and request for site inspection	Till 3 P.M. on 15.02.2023
e.	Pre-bid meeting	15.02.2023
f.	Last date and time of remittance of Tender Fee & Earnest Money Deposit by e-payment mode	Till 12 noon of 16.03.2023 Buyer is requested to positively inform the details of the payments made through email so that there is no delay or confusion in the process of issuance Paid Tender Documents
g.	Last date and time of submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/auctionho **www.mstcecommerce.com**	Till 3 P.M. on 17.03.2023
h	**Bank Account Details of MSTC:**	RTGS/NEFT Payment Link for payment of Paid Tender Document fee in MSTC account is available in Bidder's Login - The bidders opting for this mode may please note that the transactions made through this mode will be reflected in MSTC's account in T+1 days (Transaction + 1). Hence, they should make the payment well in advance so that it gets reflected in MSTC's account in time. Only those registered bidders shall be activated / allowed to bid whose said Paid Tender Document Fee amount has been credited within the scheduled date. Hence the Bidder should ensure that the

[1] For the purpose of this Schedule 4, Forward Bidding and Forward Auction are used interchangeably

		amount towards Paid Tender Document Fee is credited to MSTC's account on or before the scheduled date. Paid Tender Document Fee details clearly mentioning Bidder name, Bidder Number, E-auction no., lot no. and transaction details (UTR No., Transaction Date, Amount, Bank Name, Account title, IFSC Code and Account Number) should be sent to above mentioned e-mail. The Paid Tender Document Fee to be deposited with M/s MSTC Limited on or before the dates mentioned above only through e-Payment gateway available at the Bidders login page. (For MSTC E-auction Number as mentioned above.) The bidder has to select region as ERO and payment type as "OTHERS" from drop down after clicking "e-payment" link in their login page.
	MSTC Contact Details	Helpdesk for Technical Queries- 07969066600 For payment confirmation and other queries: 1) Sabyasachi Mukherjee Email:- smukherjee@mstcindia.co.in Mobile- 7278030407 2) Kranthi Kumar Email:- kkkumar@mstcindia.co.in Mobile:- 9174009882 3) Saurabh Satyarthi Email:- ssatyarthi@mstcindia.co.in Mobile: 9903207001

ANNEXURE –II (A)

Part – I:Techno-Commercial Bid

IMPORTANT INSTRUCTIONS TO E-TENDER

This is an e-tender event of HCL, Kolkata. The e-tender service provider is MSTC Ltd., Plot No. CF-18/2, Street No.175, Action Area- 1C, New Town, Kolkata -700156.

Tenderers willing to participate in this tender are required to go through the entire tender document.

	Process of E-tender: **A) Registration:** (i) The process involves registration of bidders with MSTC e-tender portal which is free of cost. For this purpose, any willing bidder is required to apply online through the MSTC website www.mstcecommerce.com as a buyer.

	(ii) Only after registration, the bidder(s) can submit his/their bids electronically. Electronic bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The bidder should possess at least Class III signing type digital certificate (Bids will not be recorded without Digital Signature). (iii) Any willing bidder not yet in possession of at least Class III signing type digital certificate, would be required to obtain the same at their own cost and arrangement prior to participation in the instant tender. (iv) Bidders are to make their own arrangement for bidding from a P.C. connected with Internet. Neither HCL, Kolkata nor MSTC shall be responsible for making such arrangement. SPECIAL NOTE: BOTH PRICE BID AND TECHNO-COMMERCIAL BID ARE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com 1) Bidders are required to register themselves online with www.mstcecommerce.com→ Scrap and Custom Goods→ All General Auctions →Registration →Register as Buyers Filling in details and creating own user-id and password→ Submit. **Bidders who are already registered with MSTC for e-tender of HCL, Kolkata for less than one year need not to register afresh.** 2) Bidders will receive a system generated mail confirming their registration in their e-mail ID which will be provided during filling in the registration form. Bidders are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem. In case of any clarification, bidders are advised to contact HCL, Kolkata/MSTC (before the scheduled time of the e-tender).
	B) System Requirement: i) Windows 7 & above Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) JRE software to be downloaded and installed in the system. To enable ALL active X controls (**Except Active-X filtering which should be disabled**) and disable “use pop up blocker” under Tools →Internet Options→ custom level.

	The system requirements are as follows: • Operating System- Windows 7 and above • Web Browser- Preferred IE 7 and above. • Active-X Controls Should be enabled as follows: Tools =>Internet Options =>Security =>Custom Level => Enable all Active-X Controls (Except Active-X filtering which should be disabled) =>Disable "Use Pop-up Blocker" • Java (Latest is JRE 8 Update 201 – File name Windows X-86Offline) To disable "Protected Mode" for DSC to appear in the signer box following settings may be applied. • Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". • Other Settings: Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage". **For details, refer to the "Bidder Guide" and a video guide available under "View Video" Link.**
	(i) Format of Bid: (A) Part I Techno-Commercial Bid will be opened electronically on specified date and time as given in the Tender Notice. Bidder(s) cannot witness electronic opening of bid since the same is not a public event. (B) Part II Price Bid: Price Bids of only techno-commercially qualified bidders shall be opened electronically **AFTER** the e-auction is complete. Bidder(s) cannot witness electronic opening of bid since the same is not a public event. **(ii) E-Auction :** Notice containing auction schedule (Date &time of e-auction)will be informed vide email. **(iii) H1 bidder/Successful Bidder**: Selection of successful bidder will be communicated to the bidder concerned by HCL,

	Kolkata only after completion of Tender Process and approval of competent authority. **Note :** Any necessary notice/ addendum/ extension notice/ corrigendum to the tender would also be hoisted in the e-tendering portal of M.S.T.C E-tender cannot be accessed after the due date and time mentioned in this Tender Notice, unless extended further with due notice in the website. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
	Submission of on-line bid:
	The bidder(s), who has /have submitted the above fees, can only submit their Techno Commercial Bid and Price Bid through internet in MSTC website www.mstcecommerce.com For Stage II** forward Auctions Click on Forward Auction→ Live Auctions →Selection of the live event→ Placing of Bids **Only after the evaluation of Stage I bidding the forward auction shall take place among techno- commercially qualified bidders.
	The bidder should allow to run Java Encryption Applet by clicking on allow whenever the Pop-UP asks to do so. This exercise has to be done immediately after clicking on the Techno-Commercial bid. If this application is not allowed to run as and when prompted, the bidder will not be able to Save/submit their bid and will get the error messages.
	After submission of all mandatory information and uploading of all mandatory documents as mentioned in the Tender, the bidder should click “save” for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled in and then the bidder should click on “save” to record their price bid. Once both the Techno-Commercial bid & Price bid are saved, the bidder can click on the “Submit” button to register their bid.
	Bidder’s alertness / duty: All correspondence to the bidder(s) after participation in the tender shall be sent by e-mail **only** during the process till finalization of tender by HCL, Kolkata. Hence, the bidders are required to ensure that their e-mail ID provided is valid at the stage of their registration with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate). In case of successful bidder the communication of

	'Allotment Letter' will be through hard copy.
	Uploading of documents: Bidders are advised to use "Attach Docs" link in the bidding floor to upload documents in document library. Multiple documents can be uploaded. For further assistance, instructions of Vendor Guide are to be followed.
	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his/her automatic acceptance of all the terms & conditions for the tender including those contained in the extension or any other notice/ corrigendum/ addendum/ clarifications, if any. Altered/amended format of document, if uploaded, will not be given any cognizance.
	Price Bid submission: Price shall only be quoted online. A bid without submission of valid online price bid shall not be considered. No off line price bid shall be accepted. Also any document related to Price bid shall not be uploaded / submitted as hard copy during submission of Techno-Commercial bid and uploading/ submission of such document will lead to cancellation of offer..
	E-auction: At the stage of e-auction amongst the techno-commercially qualified bidders, the bidders shall only quote the total bid value at an increment or multiple thereof as will be allowed in the auction floor.
	NOTE:
(a)	A bid can be edited and documents can be uploaded any number of times before the final submission of bid (i.e. before clicking on Sign & Encrypt). Once the bid is submitted by clicking on Final Submission, further editing is not allowed. However, deletion of the bid, followed by resubmission of the bid, with no additional amount of EMD and tender fee, is allowed upto the closing time of the tender. Since replacement of any particular document already uploaded is not allowed by the System, the bidders are **strictly** advised to delete the entire bid and resubmit a fresh bid containing the revised document and refrain from uploading more than one document for a particular purpose otherwise the consequence of this deviation will be borne by the bidder only.
	(b) After the closing time of event has passed, no bid will be accepted by the system. Hence, bidders are advised to make final submission of their bids well within time.
	(c) In all cases, bidders should use their own ID and Password along with Digital Signature at the time of Submission of their bid.

	(d) During the entire e-tender-cum-e-auction process, the bidders will remain completely anonymous to one another and also to everybody else with a view to discourage formation of Cartel. Any such formation will be strictly viewed and the entire Tender may be liable to be cancelled and EMD of the concerned Bidders liable to be forfeited including debarring such bidders from participating in future Tenders of HCL, Kolkata.
	(e) The e-tender floor shall remain open from the date, time & duration as mentioned in the tender document, subject to extension of this duration as defined in this tender document.
	(f) HCL, Kolkata may defer date of auction for any reason. The changed date will be accordingly intimated to the techno commercially qualified bidders by e-mail from HCL, Kolkata and MSTC and hoisting of the same in STC website. No request from the bidders for change of such date will be entertained by HCL, Kolkata.
	(g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder.
	(h) HCL, Kolkata reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, as the case may be, without assigning any reason thereof.

17. Schedule 5: Summary of Technical Details of Project

S.N.	Particulars	Description
1	Name of the mines	Mine at Rakha and Chapri block of Rakha Mining Lease
2	Name of the Lease holder	Hindustan Copper Limited
3	Rated Capacity of the Mines	3.00 MTPA (Annual Rated Capacity of Rakha and Chapri copper mining project)
4	Current status of operations	Operation of Rakha mine was discontinued w.e.f. 07.07.2001 due to low copper prices. The mine is currently waterlogged and non-operating. Chapri deposit adjacent to the Rakha mine is a virgin block and needs to be developed and operated.
5	Total Lease area	~785.091 Ha
6	Location	District: East Singhbhum; State: Jharkhand
7	Coordinates	Rakha Mining lease is located in SOI Toposheet No. 73 J/6 between latitudes 22°36'52.652''N and 22°39'19.497'' N and longitudes 86°21'10.752'' E and 86°24'07.556'' E.
8	Accessibility	Rail: The Lease is situated 16 kms away from Ghatsila Railway Station and 5 kms away from Rakha Railway Station Road: Via road, the copper mines can be approached from Ghatshila Railway station by 16 kms and Rakha Railway Station by 5 kms motorable road. The mine can also be

S.N.	Particulars	Description
		approached from Tatanagar Railway Station by 30 kms all weather road Air Strip: The nearest airstrip is at Ranchi, which is at a distance of ~170 kms.
9	Lease Details	Date of grant: 29.8.1971 Date of expiry: 28.08.2021 Application for extension of the tenure of the lease for a further period of 20 years has already been submitted by HCL to Govt. of Jharkhand and it is in process
10	Status of Clearances	Environment Clearance: The Rakha mines has been accorded Environmental Clearance for production of 3.00 MTPA copper ore by the MoEFCC vide letter no. J-11015/269/2011-IA II (M) dated 01.08.2014 Forest Clearance: Rakha Lease has been accorded Stage-II Forestry Clearance for diversion of 184.80 Ha of Forest land by the MoEFCC (Forest Conservation Division) vide letter no F. No. 8-65/1993-FC dated 15th September 2016, subsequently State Govt. has released forest land for commencement of mining operation. Forest Clearance under Sec 2 of FC Act 1980 for balance 98.932 ha within Lease area of 785.091 ha is required. Current status of all the statutory clearances is provided in the Schedule E, Draft Mine Service Agreement (MSA)
11	Mining Plan	The last Mining Plan of Rakha lease for a period of 2020-21 to 2021 till 28.08.2021 over an area of 785.091 Ha. has been approved by IBM vide letter no. RAN/ESB/Cu/MP-39/2019-20 dated 25/11/2020.
12	Beneficiation	Concentration Plant, with a matching rated capacity required to be planned to beneficiate the ore from Rakha and Chapri mines project.

18. Schedule 6: Guidelines on Banning of Business Dealings

S.No.	Description
1.	Introduction
2.	Scope
3.	Definitions

4.	Initiation of Banning / Suspension
5.	Suspension of Business Dealings
6.	Ground on which Banning of Business Dealing can be initiated
7.	Banning of Business Dealings
8.	Removal from List of Approved Agencies-Suppliers/ Contractors etc.
9.	Show-cause Notice
10.	Appeal against the Decision of the Competent Authority
11.	Review of the Decision by the Competent Authority
12.	Circulation of the names of Agencies with whom Business Dealings have been banned

18.1. Introduction

18.1.1. 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.

18.1.2. 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.

18.2. Scope

18.2.1. 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.

18.2.2. 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.

18.2.3. 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.

18.2.4. 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.

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

18.2.6. 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.

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

18.3. 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.*

18.4. 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.

18.5. Suspension of Business Dealings

18.5.1. 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.

18.5.2. 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.

18.5.3. 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.

18.5.4. 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.

18.5.5. 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.

18.5.6. 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.

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

18.6.1. If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

18.6.2. 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;

18.6.3. 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;

18.6.4. 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;

18.6.5. If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

18.6.6. If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

18.6.7. If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;

18.6.8. 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;

18.6.9. If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

18.6.10. Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by Company (HCL) or not;

18.6.11. 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;

18.6.12. Established litigant nature of the Agency to derive un due benefit;

18.6.13. Continued poor performance of the Agency in several contracts;

18.6.14. 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).

18.7. Banning of Business Dealings

18.7.1. 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.

18.7.2. 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 along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported coal/coke.

18.7.3. 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.

18.7.4. 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.

18.7.5. 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.

18.7.6. 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.

18.7.7. 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:

a. 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.

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

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

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

18.7.8. 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.

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

18.8.1. 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.

18.8.2. 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.

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

18.9. Show-cause Notice

18.9.1. 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.

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

18.9.3. 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 /Contactors, etc.
3. For banning the business dealing with the Agency.

18.9.4. 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.

18.10. Appeal against the Decision of the Competent Authority

18.10.1. 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.

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

18.11. 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.

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

18.12.1. 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.

18.12.2. 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.

18.12.3. 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.

18.12.4. 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

19. Schedule 7: Statement of Legal Capacity

(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 _____

20. Schedule 8: Proposed Site Organisation

HINDUSTAN COPPER LIMITED

CORPORATE OFFICE

KOLKATA

Name of work: **Bid for Appointment of Mine Developer cum Operator for Re-Opening & Expansion of Rakha Copper Mine, Development and Operations of Underground Mine at Chapri and Commissioning of new matching capacity Concentrator Plant at Rakha, Jharkhand ("the Project")**

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.

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

NAME, ADDERSS & SIGNATURE OF THE TENDERER

21. Schedule 9: Certificate of Site Visit

HINDUSTAN COPPER LIMITED

CORPORATE OFFICE

KOLKATA

CERTIFICATE OF SITE VISIT

Name of work: **Bid for Appointment of Mine Developer cum Operator for Re-Opening & Expansion of Rakha Copper Mine, Development and Operations of Underground Mine at Chapri and Commissioning of new Matching capacity Concentrator Plant at Rakha, Jharkhand ("the Project")**

Name of tenderer: _____

This is to certify that I, Shri …… as the authorised representatives of M/s…… have visited the site on …… and understood the total scope of work for the purpose of participating the above tendering process and as per information laid out in the Tender Documents and the draft MSA.

(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

22. Schedule 10: Certificate regarding compliance

CERTIFICATE REGARDING COMPLIANCE

I/we have read the Order (Public Procurement No.1) dated 23.07.2020 issued by Department of Expenditure, Public Procurement Division and subsequent orders issued by the Nodal Ministry. In terms of the requirement of the aforesaid order, we hereby certify that:

a. I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/we hereby certify that this bidder is not from such a country ***OR***, if from such a country, has been registered with the Competent Authority. I/we hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Copy of valid registration by the Competent Authority shall be attached.]

b. I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries; I/we hereby certify that this bidder is not from such a country ***OR***, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I/we hereby certify that this bidder fulfils all the requirements in this regard and is eligible to be considered. [Copy of valid registration by the Competent Authority shall be attached.]

Yours truly,

Date …….

Place …….

Signature: …….

Name……

Designation: ……..….

Name of Bidder: ……

Seal……...…….

Note:

1. The above certificate given by a bidder whose bid is accepted, if found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

2. *Please strike out whichever is not applicable.*