

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

CORRIGENDUM - II

Dated 07.12.18

Sub: NIT for Development, Operation and Maintenance of Surda Mine, Jharkhand, India

Tender No. : HCL/M&C/ICC/Surda/2018/01 Dated 15/10/2018

SI	Relevant Clause	As per NIT	Revised Clause
16	Page 32-34, Clause 1.3 4 (45)	<p>Diamond Drilling: Electrically driven drilling machine and water pump are to be used in the contract. The job comprises AX size definition diamond drilling bore holes core dia: 28.50 mm) are to be drilled at Surda Mine. Length of the holes varies from 20 m to 100 m, angle of bore holes may vary from horizontal to vertical (both upward / downward directions) with core recovery of minimum 90%.</p> <p>.....</p> <p>Also any other or additional equipment, tools or facilities required for execution of the work under the contract will have to be arranged by the successful bidder at his own cost.</p> <p>RQD: At every level or any other location as directed by Engineer-in-Charge, one NX size diamond drilling horizontal hole minimum 20 metres in length (place specified by the Engineer-in-charge) to be drilled to determine the RQD. The analysis data of the hole will be used as definition drilling hole and no AX size definition hole is required at that place of NX size hole. The bidder shall quote the rate of NX size drilling</p>	<p>Diamond Drilling: Electrically driven drilling machine and water pump are to be used in the contract. The job comprises AX size definition diamond drilling bore holes core dia: 28.50 mm) are to be drilled at Surda Mine. Length of the holes varies from 20 m to 100 m, angle of bore holes may vary from horizontal to vertical (both upward / downward directions) with core recovery of minimum 90%.</p> <p>.....</p> <p>Also any other or additional equipment, tools or facilities required for execution of the work under the contract will have to be arranged by the successful bidder at his own cost.</p> <p>The sampling and logging will confer</p>



		<p>separately in their offer otherwise shall be paid at the same rate that of AX size.</p> <p>The sampling and logging will confer</p>	
17	Page 35 & 36, Clause 1.3 4 (45)	<p>The successful bidder shall-</p> <ul style="list-style-type: none"> - During the initial period with the existing facilities, tailings & waste can be managed by recycling of waste water and solid waste being used back in mine. This operation has to be meticulously executed with efficiency, handling and transport system. In future the system has to be improved in the adjacent areas subject to availability of land. <p>Shall maintain the ambient air quality</p> <p>Shall install water meter at specified locations, earmarked by the Engineer-in-Charge and shall record monthly readings in a bound paged book.</p> <ul style="list-style-type: none"> ▪ Shall establish well equipped environmental laboratory having facility of system(s) for continuous monitoring of effluent(s), emission(s), ambient water quality(ies), ambient air quality(ies) and ambient noise level(s). ▪ Shall construct embankment of slime pond/tailing pond. ▪ Shall prepare action plan for solid / hazardous waste generation, 	<p>The successful bidder shall-</p> <ul style="list-style-type: none"> - During the initial period with the existing facilities, tailings & waste can be managed by recycling of waste water and solid waste being used back in mine. This operation has to be meticulously executed with efficiency, handling and transport system. In future the system has to be improved in the adjacent areas subject to availability of land. <p>Shall maintain the ambient air quality</p> <p>Shall install water meter at specified locations, earmarked by the Engineer-in-Charge and shall record monthly readings in a bound paged book.</p> <ul style="list-style-type: none"> ▪ Shall prepare action plan for solid / hazardous waste generation,
18	Page 36, Clause 1.3 4 (46) Other Responsibilities:	<p>All equipment, manpower and consumables required for executing the work shall be procured/arranged by the successful bidder at his own cost. The successful bidder shall arrange for drilling, blasting, mucking and hauling for Mine Development and Ore production both (initial</p>	<p>All equipment, manpower and consumables required for executing the work shall be procured/arranged by the successful bidder at his own cost. The successful bidder shall arrange for drilling, blasting, mucking and hauling for Mine Development and Ore production both. Year of</p>

		procured equipment should not be older than 2016 make and its fleet capacity should match with the target, subsequent procurements to match with the enhanced target shall also be with the new equipment only). Maintenance and procurement of be the responsibility of the successful bidder.	manufacture of equipment proposed to be deployed for this work should not be older than 12 months from the date of supply at the site and its fleet capacity should match with the target, subsequent procurements to match with the enhanced target shall also be with the new equipment only). Maintenance and procurement of be the responsibility of the successful bidder.
21	Page 43, Clause 1.3 4 (64)	Security: The Successful bidder shall be responsible for internal security within the mine site & concentrator plant and shall adhere to HCL's security regulations as may be notified to the Successful bidder.	Security: The Successful bidder shall be responsible for internal security within the mine site and shall adhere to HCL's security regulations as may be notified to the Successful bidder.
22	Page 44-45, Clause 1.3 4 (67)	Statutory Personnel: The Contractor shall deploy its own statutorily qualified staff that will be duly authorized by Mine Manager in respect of their area and nature of work. The contractor's statutory staff will be directly paid by HCL amount of which shall be recoverable from the Contractor's running bills. However this manpower will have no legal right to the employment in HCL during the contract or after the expiry of the term of the agreement. The contractor's officers	Statutory Personnel: The Contractor shall deploy its own statutorily qualified staff that will be duly authorized by Mine Manager in respect of their area and nature of work. The contractor has to make the payment directly to the statutory staff failing which HCL will make the payment and recover from the contractor's running bill. The contractor's officers
25	Page 69, Clause 3.2.6	The selected bidder shall, for the due and proper performance and fulfillment of its obligations during the contract period of the Work, provide an irrevocable and unconditional bank guarantee from any scheduled commercial bank in India, in favour of HCL, for a sum equivalent to ten (10) % of the total contract amount in the form set-forth in the Contract (the "Performance Security Deposit"). Performance Security Deposit in any other format	The selected bidder shall, for the due and proper performance and fulfilment of its obligations during the contract period of the Work, provide Demand Draft / Pay Order/Banker's Cheque in favour of "Hindustan Copper Limited" payable at Kolkata or an irrevocable and unconditional Bank Guarantee from any scheduled commercial bank in India, in favour of HCL, for a sum equivalent to five (5) % of the total contract amount in the form set-forth in the Contract (the " Performance

		<p>is not acceptable. Payment shall not be released if PSD has not been deposited in totality. The Performance Security Deposit shall remain valid for a period of 96 months from the Appointed date and will be renewed subsequently as per Article 6 of NIT. The selected bidder shall further extend the validity of its Performance Security Deposit, if so required by HCL.</p>	<p>Security Deposit”). Performance Security Deposit in any other format is not acceptable. Payment shall not be released if PSD has not been deposited in totality. The Performance Security Deposit shall remain valid initially for a period of 24 months from the Appointed date and will be renewed subsequently as per Article 6 of NIT. The selected bidder shall further extend the validity of its Performance Security Deposit, if so required by HCL.</p> <p>The said Performance Security Deposit shall be provided by the selected bidder within 30 (thirty) days of the date of issue of LoI. In the event, the selected bidder fails to provide the said Performance Security within the time period stipulated herein, HCL may forfeit the Bid Security submitted by the selected bidder along with their bid.</p> <p>In addition to the above, the Retention money shall be 5% (Five percent) of the Contract amount, i.e. remaining 5% of the Security Deposit and to be recovered at the rate of 6% (six percent) from Running Bills , more so detailed under clause 6.1 of NIT at page no 138.</p>
29	Page 126, Article 1.1 Definition	<p>“Period of Liability” in relation to a Work means a period of six (6) months from the date of Completion, during which the Contractor stands responsible for rectifying all defects that may appear in the Work.</p>	<p>“Period of Liability” in relation to a Work means a period of six (6) months from the date of Completion of development work, during which the Contractor stands responsible for rectifying all defects that may appear in the Work, i.e. development work.</p>
42	Page 138, Performance Security, Clause 6.1	<p>Performance Security Deposit: Security deposit appearing in Schedule VII shall be submitted within 30 days from the appointed date.</p> <p>a) The Contractor shall, for due and punctual performance of its obligations during the Contract Period, deposit a Performance</p>	<p>Performance Security Deposit: Performance Security deposit appearing in Schedule VII shall consist of two parts;</p> <ul style="list-style-type: none"> - Performance Security to be submitted at the award of work, and - Retention money to be recovered from Running Bills.

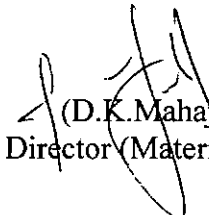
		<p>Security which shall be equal to ten (10) per cent of the Contract Price with HCL, within thirty (30) days from the issuance of LoI.</p> <p>b)</p> <p>c) The Bank Guarantee (BG) shall be valid for a period of 96 (Ninety Sixty) months from the date of issue of LoI and it is to be extended further one month prior to the expiry date till six months after the issue of completion certificate. In case of failure of the contractor to extend the BG before the expiry date, HCL will have the right to encash the BG.</p> <p>d) i)</p>	<p>a) The Contractor shall, for due and punctual performance of its obligations during the Contract Period, deposit a Performance Security which shall be equal to five (5) per cent of the Contract Price with HCL, within thirty (30) days from the issuance of LoI.</p> <p>b)</p> <p>c) The Bank Guarantee (BG) shall be valid initially for a period of 2 (two) years and be renewed for same period on or before at least 30 (thirty) days prior to the date of expiry of 2 (two) years and the same procedure to be continued till the end of the Contract period and/or till six months after the issue of completion certificate, whichever is later. In case of failure of the contractor to extend the BG 30 days before the expiry date, HCL will have the right to encash the BG.</p> <p>d) i)</p> <p>j) The Retention money shall be 5% (Five percent) of the Contract amount, i.e. remaining 5% of the Security Deposit and to be recovered at the rate of 6% (six percent) from Running Bills subject to the condition that maximum amount of accumulated retention money will not exceed 5% of the total Contract Price. However, 50% of the accumulated retention money can be refunded to the contractor, on a written request by the successful bidder, against submission of Bank Guarantee from a scheduled commercial bank for the equal amount. Such refund will be made at an interval not earlier than six</p>
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			months. The Bank Guarantee shall be valid for a period of 2 (two) years and be renewed for same period on or before at least 30 (thirty) days prior to the date of expiry of 2 (two) years and the same procedure to be continued till the end of the Contract period and/or till six months after the issue of completion certificate, whichever is later.
45	Page 18, Clause 1.3.4 (3)	... The Successful Bidder shall follow all Rules, Regulation, bye laws and orders made for safe transportation and use of explosive in blasting operation. Explosives, detonators and accessories required for blasting shall be procured and arranged by the successful bidder, However the Successful Bidder can make use of existing Explosive Magazines at site. All other material, accessories, tools The Successful Bidder shall follow all Rules, Regulation, bye laws and orders made for safe transportation and use of explosive in blasting operation. Explosives, detonators and accessories required for blasting will be made available by HCL on chargeable basis which will be on actual cost price plus (5%) as an administrative charge. Recovery towards cost of explosives, detonators will be made from RA bills. However the Successful Bidder can make use of existing Explosive Magazines at site. All other material, accessories, tools
49	Page 66-67, Clause 2.14.1	The Bidder shall have to furnish Rs 50.0 lakh (Rs. Fifty Lakh) only as part of its bid, a Bid Security in the form of a Demand Draft / Pay Order/Banker's Cheque or a Bank Guarantee issued by any schedule commercial Co-operative and Gramin Banks, drawn in favour of „Hindustan Copper Limited“ and payable at Kolkata, in the format at Appendix III (in case of “Bank Guarantee”) and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period 60 (sixty) days, and which may be extended for a maximum period of another 30 (Thirty) days, if required by HCL.	The Bidder shall have to furnish Rs 50.0 lakh (Rs. Fifty Lakh) only as part of its bid, a Bid Security in the form of a Demand Draft / Pay Order/Banker's Cheque or a Bank Guarantee issued by any scheduled commercial Banks. The Demand Draft / Pay Order/ Banker's Cheque should be drawn in favour of “Hindustan Copper Limited” and payable at Kolkata. In case of BG, the same should be in the format at Appendix III and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period 60 (sixty) days, and which may be extended for a maximum period of another 30

			(Thirty) days, if required by HCL.
54	Page 69, Clause 3.2.6	<p>The selected bidder shall, for the due and proper performance and fulfillment of its obligations during the contract period of the Work, provide an irrevocable and unconditional bank guarantee from any scheduled commercial bank in India, in favour of HCL, for a sum equivalent to ten (10) % of the total contract amount in the form set-forth in the Contract (the "Performance Security Deposit"). Performance Security Deposit in any other format is not acceptable. Payment shall not be released if PSD has not been deposited in totality. The Performance Security Deposit shall remain valid for a period of 96 months from the Appointed date and will be renewed subsequently as per Article 6 of NIT. The selected bidder shall further extend the validity of its Performance Security Deposit, if so required by HCL. The said Performance Security Deposit shall be provided by the selected bidder within 30 (thirty) days of the date of issue of LoI. In the event, the selected bidder fails to provide the said Performance Security within the time period stipulated herein, HCL may forfeit the Bid Security submitted by the selected bidder along with their bid.</p>	<p>The selected bidder shall, for the due and proper performance and fulfilment of its obligations during the contract period of the Work, provide Demand Draft / Pay Order/Banker's Cheque in favour of "Hindustan Copper Limited" payable at Kolkata or an irrevocable and unconditional Bank Guarantee from any scheduled commercial bank in India, in favour of HCL, for a sum equivalent to five (5) % of the total contract amount in the form set-forth in the Contract (the "Performance Security Deposit"). Performance Security Deposit in any other format is not acceptable. Payment shall not be released if PSD has not been deposited in totality. The Performance Security Deposit shall remain valid initially for a period of 24 months from the Appointed date and will be renewed subsequently as per Article 6 of NIT. The selected bidder shall further extend the validity of its Performance Security Deposit, if so required by HCL.</p> <p>The said Performance Security Deposit shall be provided by the selected bidder within 30 (thirty) days of the date of issue of LoI. In the event, the selected bidder fails to provide the said Performance Security within the time period stipulated herein, HCL may forfeit the Bid Security submitted by the selected bidder along with their bid.</p> <p>In addition to the above, the Retention money shall be 5% (Five percent) of the Contract amount, i.e. remaining 5% of the Security Deposit and to be recovered at the rate of 6% (six percent) from Running Bills , more so detailed under clause 6.1 of NIT at page no 138.</p>

55	Page 51, Clause 1.5.3, 1 (iii)		New Clause added : (iii) Corporate Debt Restructuring (CDR): The bidders who have applied for / availed Corporate Debt Restructuring (CDR) in the last two (2) financial years ending 31.03.2018 are not eligible to participate in the bid. In regards to the above clause, a certificate from Statutory Auditor by the Bidder shall be enclosed.
57	Page 22, Clause 17 Mosaboni concentrator area before the ore is dumped in to ore bin. The weighment at Mosaboni mine weigh bridge will be final for payment Mosaboni concentrator area before the ore is dumped in to ore bin. The weighment at Mosaboni Concentrator Plant weigh bridge will be final for payment.

All other terms and conditions shall remain the same.


 (D.K. Mahajan)
 Executive Director (Materials & Contracts)