



**NIT -Revenue Sharing Model at GCP**

**Annexure I**

|                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hindustan Copper Limited,<br>Tamra Bhavan, 1, Ashutosh<br>Chowdhury Avenue,<br>Kolkata 700019 | <b>Enquiry No.: HCL/GCP/REV/2026/01</b><br><b>Dept.: -M&amp;C</b><br><b>Issued by: - HCL</b><br><b>Last Date &amp; Time for Tender Submission: -As mentioned in GeM</b><br><b>Place of submission: Online through GeM</b><br><b>Date &amp; Time of Tender Opening: As mentioned in GeM</b><br><b>Note to Supplier: Two Bid</b><br><b>E.M.D (Rs.): Rs. 50 Lakh</b><br><b>PAYABLE AT: -Kolkata</b><br><b>SECURITY DEPOSIT:</b><br><b>1. BG/ Insurance Surety Bond for Rs.20 Crore to be maintained till the end of contract period.</b><br><b>2. Additional BG/ Insurance Surety Bond for Rs. 30 Crore to be maintained from the date of Commercial Operation Date till the end of contract period.</b><br><b>Duration of Contract: 15 Years</b> |
| To                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

**Subject: Restarting, operation and maintenance of Gujarat Copper Project under revenue-sharing model**

Dear Sir/Madam,

Online tenders through **GeM** are invited on behalf of M/s Hindustan Copper Limited Tamra Bhavan, 1, Ashutosh Chowdhury Avenue, Kolkata 700019 for the work as per details given below. The offer should be as per terms and conditions given in the tender document.

| <b>Sl. No.</b> | <b>Description of Work</b>                                                                         | <b>Unit</b> | <b>Quantity</b> |
|----------------|----------------------------------------------------------------------------------------------------|-------------|-----------------|
| 1              | <b>Restarting, operation and maintenance of Gujarat Copper Project under revenue-sharing model</b> | Lump sum    | 1               |

**DISCLAIMER**

1. Though adequate care has been taken while preparing this Tender Document, the bidder should satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately in writing (as mentioned below). If no intimation is received by this office within seven days from the date of issue of the Tender Document, then the office shall consider that the Tender Document received by the prospective bidder is complete in all respects and that the bidder is satisfied with the same. No further intimation in that respect shall be entertained by this office after the said stipulated period.
2. HCL reserves the right to change any or all of the provisions of this Tender Document. Such a change would be posted only on the website of the company [www.hindustancopper.com](http://www.hindustancopper.com) and the prospective bidders should keep in touch with the company's website for updates before submitting their bids.
3. HCL reserves the right to reject any or all of the Bid Document without assigning any reasons thereof. The bidding process shall be governed by the laws of India and Courts at Bharuch will have jurisdiction over the matter concerning and arising out of NIT document.
4. Successful bidder/ Concessionaire will be selected via Forward Auction.

Signature of the Bidder with Official Seal



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We have also enclosed herewith the under-mentioned Annexures to the tender document, which may be seen & selected carefully for submission of offer:

| <b>Annexure No</b> | <b>Description</b>                                                                                                                                                              |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>I</b>           | <b>Scope of Supply, PQC, Specifications and General Terms &amp; Conditions</b>                                                                                                  |
| <b>II</b>          | <b>Company Profile</b>                                                                                                                                                          |
| <b>III</b>         | <b>Self-Declaration Regarding Black/Holiday listing</b>                                                                                                                         |
| <b>IV</b>          | <b>No Near Relative Certificate</b>                                                                                                                                             |
| <b>V</b>           | <b>Declaration under Section 206AB of Income Tax Act, 1961</b>                                                                                                                  |
| <b>VI</b>          | <b>Certificate For Tenders for Works Under Rule 144 (xi)</b>                                                                                                                    |
| <b>VII</b>         | <b>No Claim Certificate</b>                                                                                                                                                     |
| <b>VIII</b>        | <b>Site Visit Certificate</b>                                                                                                                                                   |
| <b>IX</b>          | <b>Bidder Declaration Regarding Land Border Sharing</b>                                                                                                                         |
| <b>X</b>           | <b>Format for Integrity Pact</b>                                                                                                                                                |
| <b>XI</b>          | <b>Bank Mandate</b>                                                                                                                                                             |
| <b>XII</b>         | <b>Proforma Of Bank Guarantee Towards Security Deposit</b>                                                                                                                      |
| <b>XIII</b>        | <b>Contract Agreement</b>                                                                                                                                                       |
| <b>XIV</b>         | <b>Proforma Of Bank Guarantee Towards EMD</b>                                                                                                                                   |
| <b>XV</b>          | <b>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</b> |
| <b>XVI</b>         | <b>Plant Layout</b>                                                                                                                                                             |
| <b>XVII</b>        | <b>Indemnity Bond</b>                                                                                                                                                           |
| <b>XVIII</b>       | <b>Format for Power of Attorney for signing of Bid for Bidding Entity/ the Lead Member of the Consortium</b>                                                                    |
| <b>XIX</b>         | <b>Format for Power of Attorney by Other Member of consortium authorising signing of the Bid by the Lead Member</b>                                                             |
| <b>XX</b>          | <b>Price bid format – revenue sharing mechanism</b>                                                                                                                             |
| <b>XXI</b>         | <b>Glossary</b>                                                                                                                                                                 |

\* (a) Annexure I (all pages) signed and stamped/ digitally signed on regular A-4 paper along with (b) Annexures II to XXI has to be filled, signed and stamped/ digitally signed on Company's Letterhead and to be submitted with Techno-commercial bid.

\*\* The party should submit the requisite documents judiciously considering all the PQC and other required documents with the Techno-commercial bid. PQC forms the part of Techno-commercial bid

Deputy General Manager (M&C)  
Hindustan Copper Limited

Signature of the Bidder with Official Seal





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### **Section 1 Bidding Schedule**

HCL shall endeavor to adhere to the schedule provided for under this clause. However, in case HCL in its sole discretion undertakes any modification in the schedule specified below, the same 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, www.gem.gov.in)                                                                                      | $T_0$                              |
| 2.    | Site visit duration                                                                                                                                                        | $T_0 + 15$                         |
| 3.    | Pre-bid meeting                                                                                                                                                            | $T_0 + 16$                         |
| 4.    | Last date for receipt of pre-bid queries (queries to be submitted by bidder to HCL through emails sent to abhimanue_s@hindustancopper.com, padaki_akk@hindustancopper.com) | $T_0 + 19$                         |
| 5.    | Responses to pre-bid queries, Addendum/ Corrigendum to be issued by HCL                                                                                                    | $T_0 + 26$                         |
| 6.    | Last date for download of Tender Documents (Not Applicable)                                                                                                                | $T_0 + 36$                         |
| 7.    | Last date and time for submission of Proposal online (Bid Due Date)                                                                                                        | $T_0 + 36$                         |
| 8.    | Opening of Techno-Commercial Proposals submitted by bidders (in presence of bidders who choose to attend)                                                                  | $T_0 + 36$                         |
| 9*    | Opening of Price Bid Proposals and subsequent Forward Auction                                                                                                              | Shall be informed at a later stage |

\* Price bid proposal shall open only for the perspective bidders who qualify the evaluation of Techno-Commercial Proposal including the PQC.

### **A. SCOPE OF WORK**

#### **Objective:**

Hindustan Copper Limited ("HCL") has acquired the plant of erstwhile Jhagadia Copper Limited located at Plot No. 747, Jhagadia Industrial Estate, Bharuch, Gujarat, India, pursuant to the public notice issued by ARCIL, Mumbai dated 17.11.2014; the Gujarat Copper Plant has an installed capacity of 50,000 MT per annum for manufacturing LME Grade 'A' equivalent copper cathodes through the secondary smelting

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route, capable of processing a wide variety of copper-bearing materials including e-scrap, and producing cathodes of superior quality containing up to 99.997% copper.

The objective is to revive, upgrade, operate and maintain the presently non-functional (since FY 2020) Gujarat Copper Plant based on revenue-sharing model, with the intent to maximize the economic value and profitability of the Plant for HCL, by leveraging private sector investment, technical expertise and market access, ensuring sustainable and compliant operations, and handing over the operational plant to HCL in a fully functional and well-maintained condition at the end of the concession period/ tenure of the contract.

#### **1. Contract Structure and Tenure**

- 1.1. The Project shall be implemented on revenue sharing model, wherein the successful Bidder ("Concessionaire") shall invest capital, refurbish, upgrade, operate, expand and maintain the Gujarat Copper Project Plant for a contract period of 15 years comprising of 1 year (12 months) for achieving the COD followed by a fixed concession period of 14 years for operation of the plant, as specified in the Tender.

#### **2. Raw Material Sourcing and Procurement**

- 2.1. The successful bidder/ Concessionaire shall be responsible for identification, sourcing and procurement of all suitable raw materials, consumables, utilities, spares, and other inputs required for operation of the Gujarat Copper Plant ("GCP").
- 2.2. The procurement, transportation (inbound logistics, shipping, handling, rail, road, clearances, etc) of raw material from vendors location to Gujarat Copper Plant is in the scope of the successful bidder/ Concessionaire.
- 2.3. Any arrangement, payment, obligation of the utility bill payment Electricity, Water, Spares, or other consumables etc. is in the scope of successful bidder/ Concessionaire.

#### **3. Product Sales**

- 3.1. The sale, marketing, dispatch, outbound logistics and realization of proceeds from all final products and by-products, including slag, anode slime, recoverable metals, scrap etc. produced at GCP shall be the sole responsibility of the successful bidder/ Concessionaire. Invoicing method and formula is mentioned under Terms Sheet, Clause 3 "Invoicing Formula" and Clause 6 "Revenue sharing & MGP".
- 3.2. The intent of this Agreement is to maximize the profitability of GCP, while ensuring sustained operations, asset protection, and regulatory compliance.
- 3.3. The responsibility of compliances under the prevalent Acts shall be made by the bidder and in no way, HCL would be liable for the same. In case of any default in compliances, HCL has a right to terminate the contract.

#### **4. Capacity and Process Configuration**

- 4.1. The Gujarat Copper Plant ("GCP") has an installed capacity of 50,000 MT per annum for production of LME Grade 'A' equivalent copper cathodes through the secondary smelting route and is capable of processing a wide variety of copper-bearing raw materials, including e-scrap.
- 4.2. **Existing and Proposed Operational Route** - For the purpose of providing technical context to prospective bidders, the indicative operational configurations are:

|  | Case 1a | Case 1b | Case 2a | Case 2b |
|--|---------|---------|---------|---------|
|--|---------|---------|---------|---------|

Signature of the Bidder with Official Seal





### NIT-Revenue Sharing Model at GCP

| Kaldo Furnace | Full/Part Operational | Non-Operational | Full/Part Operational | Non-Operational |
|---------------|-----------------------|-----------------|-----------------------|-----------------|
| Anode Furnace | 2 x 200 TPD           | 2 x 200 TPD     | 2 x 100 TPD           | 2 x 100 TPD     |

**Case 1a: Existing Anode Furnace Configuration (with Kaldo Furnace)** - Operation of the existing two (2) Anode Furnaces, each having a capacity of 200 tonnes per charge, together with the Kaldo Furnace, after carrying out necessary refurbishment, repair and upgradation to restore safe, efficient and compliant operations.

**Case 1b: Existing Anode Furnace Configuration (without Kaldo Furnace)** - Operation of the existing two (2) Anode Furnaces, each having a capacity of 200 tonnes per charge, without operation of the Kaldo Furnace, wherein Blister Copper or equivalent intermediate material may be procured and processed in the Anode Furnaces, after carrying out necessary refurbishment, repair and upgradation to restore safe, efficient and compliant operations.

**Case 2a: Proposed Anode Furnace Configuration (with Kaldo Furnace)** - Upgradation to two (2) Anode Furnaces, each having a capacity of 100 tonnes per charge, including all associated modifications and auxiliary systems, to achieve efficient and compliant operations. This configuration may be operated in conjunction with the Kaldo Furnace, with e-scrap and copper oxide concentrates as the preferred raw materials.

**Case 2b: Proposed Anode Furnace Configuration (without Kaldo Furnace)** - Upgradation to two (2) Anode Furnaces, each having a capacity of 100 tonnes per charge, including all associated modifications and auxiliary systems, to achieve efficient and compliant operations, without operation of the Kaldo Furnace, wherein Blister Copper or equivalent intermediate material may be procured and processed in the Anode Furnaces.

- 4.3. The Gujarat Copper Plant includes a Peirce-Smith (PS) Converter (65000 MT) located within the plant premises, which was non-operational during operation of the facility by HCL. The Bidder may, at its discretion, include the PS Converter within its selected operational route, subject to assessment of its technical condition, verification of its suitability for the Bidder's proposed process configuration, and compliance with all applicable statutory, safety, and environmental requirements. Any refurbishment, repair, upgradation, modification, recommissioning, or operation of the PS Converter shall be entirely at the cost, risk, and responsibility of the successful bidder/ concessionaire, and shall be undertaken with the prior written approval of HCL. HCL shall have no liability whatsoever arising out of the Successful bidder/ Concessionaire's use or non-use of the PS Converter.
- 4.4. The Gujarat Copper Plant has an existing cable shredding facility within the plant premises, which may be utilized by the Successful bidder/ Concessionaire as part of the selected operational route, subject to assessment of its technical condition, suitability with the proposed process configuration, and compliance with applicable statutory and environmental requirements. Any refurbishment, upgradation, modification or operation of the cable shredding facility shall be at the cost, risk and responsibility of the Successful bidder/ Concessionaire, and subject to prior approval of HCL.
- 4.5. **Important Note** - The operational configurations outlined above are for reference purposes only. The Bidder shall be free to propose any other operational or process route, including alternate or modern technologies, subject to prior technical evaluation and approval by HCL. The Bidder shall independently carry out its own technical, commercial and financial assessment to determine the





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feasibility and suitability of the operational routes proposed by the Bidder/HCL but HCL shall not be responsible for the viability or performance of any of the route selected by the Bidder.

- 4.6. Any process configuration adopted by the Bidder shall ensure compliance with the required capacity, product quality, recovery efficiency, safety standards and environmental regulations, and shall be subject to approval by HCL prior to implementation.
- 4.7. There is availability of steam outside the boundary limit from the private steam producers. Concessionaire may purchase and utilize steam from this source at their own cost and as per their convenience with an agreement by making proper arrangements to receive the steam for their production and process activities.

## **5. Statutory & Regulatory Compliance**

- 5.1. The Successful bidder/ Concessionaire shall register, obtain, maintain, and revalidate all statutory approvals, clearances, licenses, numbers and permissions for the existing facilities as well as for any refurbishment, upgradation, modification, capacity addition or expansion undertaken during the concession period, including but not limited to:
  - Environmental clearances, Fire Safety Audit and Compliance and consents
  - Factory Licenses, labour, safety and pollution control compliances, electrical compliance, FO/LDO/Propane Licenses, Weights & Measure Compliance, Boiler License, Oxygen and Natural Gas, Hazardous Waste Disposal, QCO, any future compliances, or any certification etc.
  - Enhancement of existing power demand of 500 KVA to 5000 KVA and Water Demand of 150 KLD to 860 KLD as earlier or as per requirement for plant operation.
  - Income Tax, other taxes, GST, duties, cess, levies and any other statutory obligations.
  - Yearly lease rent, Revenue charges and other charge imposed by GIDC shall be paid by the concessionaire and with proper intimation to HCL during the entire concession period.
- 5.2. All statutory, regulatory, and tax liabilities arising out of plant operation shall be borne entirely by the Successful bidder/ Concessionaire.
- 5.3. A separate GST registration for the project shall be taken by the bidder and same shall be submitted to HCL within 30 days from the issuance of LOA.

## **6. Investment, Refurbishment & CAPEX**

- 6.1. The Successful bidder/ Concessionaire shall study the existing Gujarat Copper Plant, including all utilities and services within the battery limits i.e. entire GCP premises as per Plant Layout Plan as attached in Annexure XV including peripheral storm water drains (Two Storage Godowns are under litigation with M/s STC but HCL is trying to vacate completely or partially for operation of feeding system and conveyor belt of Kaldo Dryer Unit.), and shall prepare and submit a technical report with estimated project cost for refurbishment, modernization, upgradation, restoration and replacement of existing plant and machinery along with the time schedule.
- 6.2. All capital expenditure (CAPEX) required for refurbishment, repair, replacement, restoration, modernization, upgradation and commissioning of the existing plant and machinery, as well as any ancillary facilities necessary to restart and operate the Gujarat Copper Plant in accordance with the Scope of Work, shall be entirely borne by the Successful bidder/ Concessionaire at its own cost, risk and responsibility, unless expressly provided otherwise in the Agreement.





## 7. Estimated Capex

7.1. The indicative Capital Expenditure (“CAPEX”) requirements for the restoration of various facilities are provided in the table below, based on Hindustan Copper Limited’s (HCL) preliminary internal assessment. The CAPEX figures are solely for reference purposes and shall not be construed as complete, exhaustive, or binding on HCL.

| <b>Unit</b>                                                  | <b>Estimated CAPEX in INR Crore</b> |
|--------------------------------------------------------------|-------------------------------------|
| Start-up expenses for Refinery and Allied Departments of GCP | 17.6                                |
| Kaldo Furnace                                                | 22.0                                |
| PS Converter (If made Operational)                           | 20.0 to 25.0                        |
| Anode Furnace capacity update to (2 x 100 TPD)               | 15.0                                |

7.2. It shall be the sole responsibility of the Successful bidder/ Concessionaire to independently assess, determine, and validate the CAPEX necessary for the refurbishment, restoration, upgradation, or replacement of any plant, machinery, equipment, or infrastructure. HCL shall not be liable for any discrepancy between the indicative CAPEX provided and the actual CAPEX required for execution of the Scope of Work.

7.3. Enhancement of existing power demand of 500 KVA to 5000 KVA and Water Demand of 150 KLD to 860 KLD as earlier or as per requirement for plant operation. All expense or liasioning for enhancement of Power and Water demand is in scope of Successful bidder/ Concessionaire.

## 8. Revenue Sharing & Minimum Guaranteed Payment (MGP)

8.1. The Successful bidder/ Concessionaire shall pay to HCL a Revenue Share in lieu of the right to use the plant, quoted as a percentage of the total revenue generated from the sale of copper cathodes, all by-products and scrap etc. at the Gujarat Copper Plant, in accordance with the Financial Bid and the terms of the Agreement.

8.2. For the first (1st) concession year minimum guaranteed payment has been kept at NIL. For the second (2nd) concession year the Successful bidder/ Concessionaire is liable to pay revenue share based on the actual sales, and for the third (3rd) concession year, quantity for MGP shall be 50% of installed capacity, i.e. 25,000 TPA or Actual, whichever is higher and from fourth (4th) year onwards quantity for MGP shall be 70% i.e. 35,000 TPA or Actual, whichever is higher of installed capacity. It shall be noted that MGP is “Minimum Guaranteed Payment” and the Successful bidder/ Concessionaire shall be liable to pay the revenue share based on the actual sales, if the actual sales is higher than the MGP quantity. Table below is shown for reference;

| <b>#</b> | <b>Year</b>                          | <b>MGP Percentage</b>              | <b>MGP capacity (50,000 TPA)</b>          |
|----------|--------------------------------------|------------------------------------|-------------------------------------------|
| 1        | Concession – Year 1 (Cooling Period) | 0%                                 | 0                                         |
| 2        | Concession – Year 2                  | Actual                             | Actual                                    |
| 3        | Concession – Year 3                  | 50% or Actual, whichever is higher | 25,000 TPA or Actual, whichever is higher |
| 4        | Concession – Year 4 onwards          | 70% or Actual, whichever is higher | 35,000 TPA or Actual, whichever is higher |

8.3. The Successful bidder/ Concessionaire shall be liable to remit to HCL the percentage of revenue shared quoted by the Successful bidder/ Concessionaire from the date of actual COD or as per Schedule above, whichever is earlier.



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8.4. Notwithstanding anything contained elsewhere in this Agreement, in the event of any approved future capacity expansion of the Gujarat Copper Plant, pursuant to Clause 8.2 the MGP payable by the Successful bidder/ Concessionaire to HCL shall be revised proportionately, for both monthly and annual obligations, in line with the revised annual rated refining capacity of the Plant.

#### **9. Operation**

- 9.1. Based on the agreed revenue sharing/MGP mechanism, the Successful bidder/ Concessionaire shall operate GCP on a concession basis.
- 9.2. All Operations & Maintenance (O&M), including routine maintenance, major maintenance, breakdown maintenance, utilities management, safety, and housekeeping, shall be entirely within the Successful bidder's/ Concessionaire's scope.
- 9.3. Bidder shall maintain confidentiality of plant data. Disclosure without HCL approval is prohibited.

#### **10. Future Capacity Expansion**

- 10.1. Any capital expenditure (CAPEX) proposed for capacity expansion beyond restoration of the existing rated capacity shall be permitted only after the Successful bidder/ Concessionaire has commenced successful commercial operations, as specified in the Tender, during which the Successful bidder/ Concessionaire has consistently met atleast 80% of the annual rated existing production capacity, performance and compliance benchmarks.
- 10.2. Such capacity expansion shall be undertaken only after prior written intimation to and approval of HCL Management, based on detailed technical, financial and implementation proposals submitted by the Successful bidder/ Concessionaire. No capacity expansion works shall be commenced or executed without obtaining such approval from HCL as well as statutory authorities.
- 10.3. Any enhancement, augmentation, or modification of auxiliaries and utilities, including but not limited to water, electrical power, compressed air, propane, and other supporting systems—required for capacity addition shall be entirely within the Successful bidder/ Concessionaire's scope of work with prior approval of HCL.
- 10.4. Any future capacity expansion undertaken at the GCP unit shall generate additional revenue for HCL. HCL shall have no obligation to make any further capital investment or incur any CAPEX towards such expansion. Notwithstanding the foregoing, HCL's unutilized land parcel at the GCP unit shall be utilized for the purpose of the said future capacity expansion.

#### **Term Sheet**

(Forming part of Scope of Work)

**Other applicable clauses with reference to the Scope of Work mentioned in the NIT**

|   |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Raw Material &amp; Consumables Procurement</b> | <ul style="list-style-type: none"> <li>• The Successful bidder/ Concessionaire may enter into one-time/ recurring contract for the supply, transportation, handling, etc. of the raw materials.</li> <li>▪ In relation to the Scope of Work, the Successful bidder/ Concessionaire shall provide prior written intimation to HCL Management regarding the final prices, specifications, nature, and types of all raw materials, utilities, consumables, spare parts etc proposed to be procured for use at the Gujarat Copper Plant ("GCP"). The Successful bidder/ Concessionaire shall also submit details of the proposed vendor(s)/supplier(s) for such procurements.</li> </ul> |
|---|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Signature of the Bidder with Official Seal





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|   |                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                                              | <ul style="list-style-type: none"> <li>HCL Management shall have the right to reject, at its sole discretion, any proposed price, specification, material, utility, consumable, or vendor/supplier recommended by the Successful bidder/ Concessionaire. HCL shall further reserve the right to terminate any procurement arrangement or contract proposed or initiated by the Successful bidder/ Concessionaire, if deemed fit in the interest of the Project or HCL. The Successful bidder/ Concessionaire shall have no claim whatsoever arising from such rejection, modification, or termination.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2 | <b>Product Sales</b>                         | <ul style="list-style-type: none"> <li>In relation to the Scope of Work, the Successful bidder/ Concessionaire shall provide prior written intimation to HCL management regarding the final price for the sale of all final products and by-products, including slag, anode slime, recoverable metals, scrap etc. The Successful bidder/ Concessionaire shall also submit details of the proposed customers for such sales.</li> <li>HCL Management shall have the right to reject, at its sole discretion, any proposed price or customer recommended by the Successful bidder/ Concessionaire. HCL shall further reserve the right to terminate any sales arrangement or contract proposed or initiated by the Successful bidder/ Concessionaire, if deemed fit in the interest of the Project or HCL. The Successful bidder/ Concessionaire shall have no claim whatsoever arising from such rejection, modification, or termination.</li> </ul>                                                                                                                                                                                                                                      |
| 3 | <b>Invoicing Formula</b>                     | <ul style="list-style-type: none"> <li>Selling Price per MT= [(LME + Premium) X Multiplication Factor] X TT Selling</li> <li>LME is the applicable LME (London Metal Exchange) Copper benchmark international price of copper, quoted in USD per metric tonne</li> <li>Premium is the applicable additional charge over the LME price reflecting grade, form (cathode, rod, etc.), delivery terms, logistics, and market conditions.</li> <li>Multiplication Factor is the applicable multiplication factor. Currently 1.0475</li> <li>TT Selling is the telegraphic transfer (TT) selling exchange rate of the invoicing bank on the applicable date. It converts the USD-denominated price into INR.</li> </ul> <p>Elements viz. Premium, Multiplication factor, TT selling rate in invoicing formula will based on bulletin of Bombay Metal Exchange. For future reference, the HCL team may consider adopting the prominent invoicing methodologies generally applicable in the market.</p>                                                                                                                                                                                          |
| 4 | <b>Investment, Refurbishment &amp; CAPEX</b> | <ul style="list-style-type: none"> <li>Any CAPEX proposal, including proposals for major refurbishment, replacement, restoration, or capacity addition, shall require prior approval of HCL Management.</li> <li>Execution of all approved CAPEX works shall be the sole responsibility of the Successful bidder/ Concessionaire and shall be carried out at its own cost, risk, and resources.</li> <li><b>For the purpose of ascertaining the CAPEX value at COD:</b></li> <li>HCL shall appoint an independent technical consultant and/or auditor, to review, assess and certify the capital expenditure incurred by the Successful bidder/ Concessionaire for the Gujarat Copper Plant (GCP).</li> <li>Such review and certification shall be done on quarterly basis till the COD, last audit to be done on the COD to arrive at the final CAPEX amount.</li> <li>Such review and certification shall include, among other aspects: <ul style="list-style-type: none"> <li>Verification of actual capital costs incurred, based on technical reports and supporting documents (Purchase order, delivery slip, OEM docs, trail run certification, gate pass,</li> </ul> </li> </ul> |

Signature of the Bidder with Official Seal



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|       |                                                  | <p>waybill no., etc.) submitted by the Successful bidder/ Concessionaire</p> <ul style="list-style-type: none"><li>- Examination of fund flow and utilization from the designated Escrow Account for the said purpose;</li><li>- Verification of assets procured, installed, commissioned, put to use, or kept idle for future use at GCP</li><li>- Assessment of the reasonableness of the market price of such assets</li></ul> <ul style="list-style-type: none"><li>• The value of CAPEX as determined and certified by the independent consultant/auditor shall be final and binding on the Parties for the purpose of recognition and consideration of asset value under this Agreement. The cost of such independent audit and certification shall be borne by HCL.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |               |             |             |   |       |                 |                  |   |        |                  |                  |   |         |                  |                  |   |                         |                               |                               |   |       |                 |                  |   |        |                  |                  |
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| 5     | Technical Modifications & Technology Upgradation | <ul style="list-style-type: none"><li>• The Successful bidder/ Concessionaire may undertake technical modifications, alterations, adaptations, or adoption of alternate/modern technologies to enhance production efficiency or output, at its own risk and cost.</li><li>• Such modifications shall be undertaken only after prior intimation and approval of HCL Management.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |               |             |             |   |       |                 |                  |   |        |                  |                  |   |         |                  |                  |   |                         |                               |                               |   |       |                 |                  |   |        |                  |                  |
| 6     | Revenue sharing & MGP                            | <ul style="list-style-type: none"><li>• Any shortfall between the MGP payable and the actual payment made shall be made good and indemnified by the Successful bidder/ Concessionaire to HCL without delay.</li><li>• "Financial Year" shall mean the period commencing on 1st April of a calendar year and ending on 31st March of the immediately succeeding calendar year.</li><li>• The monthly payable amount for a particular month shall be calculated based on HCL's percentage share of revenue quoted by the Successful bidder/ Concessionaire, multiplied by the aggregate basic amount of invoices raised by the Successful bidder/ Concessionaire on its customers for all products sold from GCP during that particular month, less amount already collected vide invoices raised during that month.</li><li>• The invoices shall be raised on the 8<sup>th</sup> day, after the end of 7 days period and the payment for the same shall be made by the 12<sup>th</sup> day, however for the last week of the month, invoice shall be raised after the monthly reconciliation on the 1<sup>st</sup> day of the next month. The schedule has been further elaborated with the help of the table below:</li></ul> <table><tr><th>Month</th><th>Days of Month</th><th>Invoice Day</th><th>Payment Day</th></tr><tr><td>1</td><td>1 – 7</td><td>8<sup>th</sup></td><td>12<sup>th</sup></td></tr><tr><td>1</td><td>8 – 14</td><td>15<sup>th</sup></td><td>19<sup>th</sup></td></tr><tr><td>1</td><td>15 – 21</td><td>22<sup>nd</sup></td><td>26<sup>th</sup></td></tr><tr><td>1</td><td>22 – till the month end</td><td>1<sup>st</sup> of next month</td><td>5<sup>th</sup> of next month</td></tr><tr><td>2</td><td>1 – 7</td><td>8<sup>th</sup></td><td>12<sup>th</sup></td></tr><tr><td>2</td><td>8 – 14</td><td>15<sup>th</sup></td><td>19<sup>th</sup></td></tr></table> <ul style="list-style-type: none"><li>• The invoices shall be raised based on the average sales price of the actual invoices for the preceding month.</li><li>• In case the actual invoices for the preceding month are not available, HCL shall use the last invoice for that particular period for raising the invoices.</li><li>• It shall be noted that for the purpose of calculation of revenue share, actual sales price or the price of copper cathode per MT arrived based on HCL's formula, whichever is higher shall be considered</li><li>• The minimum guaranteed amount payable, as applicable in the contract, be calculated as under:<br/>MGP Formula: %HCL's share of Revenue (as quoted by the Successful bidder/ Concessionaire) (X) MGP Percentage (X)</li></ul> | Month                         | Days of Month | Invoice Day | Payment Day | 1 | 1 – 7 | 8 <sup>th</sup> | 12 <sup>th</sup> | 1 | 8 – 14 | 15 <sup>th</sup> | 19 <sup>th</sup> | 1 | 15 – 21 | 22 <sup>nd</sup> | 26 <sup>th</sup> | 1 | 22 – till the month end | 1 <sup>st</sup> of next month | 5 <sup>th</sup> of next month | 2 | 1 – 7 | 8 <sup>th</sup> | 12 <sup>th</sup> | 2 | 8 – 14 | 15 <sup>th</sup> | 19 <sup>th</sup> |
| Month | Days of Month                                    | Invoice Day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Payment Day                   |               |             |             |   |       |                 |                  |   |        |                  |                  |   |         |                  |                  |   |                         |                               |                               |   |       |                 |                  |   |        |                  |                  |
| 1     | 1 – 7                                            | 8 <sup>th</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 12 <sup>th</sup>              |               |             |             |   |       |                 |                  |   |        |                  |                  |   |         |                  |                  |   |                         |                               |                               |   |       |                 |                  |   |        |                  |                  |
| 1     | 8 – 14                                           | 15 <sup>th</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 19 <sup>th</sup>              |               |             |             |   |       |                 |                  |   |        |                  |                  |   |         |                  |                  |   |                         |                               |                               |   |       |                 |                  |   |        |                  |                  |
| 1     | 15 – 21                                          | 22 <sup>nd</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 26 <sup>th</sup>              |               |             |             |   |       |                 |                  |   |        |                  |                  |   |         |                  |                  |   |                         |                               |                               |   |       |                 |                  |   |        |                  |                  |
| 1     | 22 – till the month end                          | 1 <sup>st</sup> of next month                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 5 <sup>th</sup> of next month |               |             |             |   |       |                 |                  |   |        |                  |                  |   |         |                  |                  |   |                         |                               |                               |   |       |                 |                  |   |        |                  |                  |
| 2     | 1 – 7                                            | 8 <sup>th</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 12 <sup>th</sup>              |               |             |             |   |       |                 |                  |   |        |                  |                  |   |         |                  |                  |   |                         |                               |                               |   |       |                 |                  |   |        |                  |                  |
| 2     | 8 – 14                                           | 15 <sup>th</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 19 <sup>th</sup>              |               |             |             |   |       |                 |                  |   |        |                  |                  |   |         |                  |                  |   |                         |                               |                               |   |       |                 |                  |   |        |                  |                  |





### NIT-Revenue Sharing Model at GCP

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|   |                  | <p>Rated Capacity divided by 12 months (X) sales price determined as per the invoicing formula provided by HCL in the term sheet, considering the average of the LME closing prices for all working days within the relevant month. Less: Amount already paid during the month via the invoices.</p> <ul style="list-style-type: none"> <li>For any particular month, where the actual production exceeds the MGP, the invoice shall be raised for the net quantity, calculated as the difference between the aggregate actual production up to that month and the aggregate MGP obligation up to the immediately preceding month, which is to be billed at an average rate per MT for the month based on invoices billed for that particular month.</li> <li>The amount payable, as applicable in the contract, if higher than the MGP amount, be calculated as under:<br/>Formula: %HCL's share of Revenue (as quoted by the Successful bidder/ Concessionaire) (X) the aggregate basic amount of invoices raised by the Successful bidder/ Concessionaire on its customers for all products. Less: Amount already paid during the month</li> <li>Invoice for balance monthly obligation, if any at the end of the month for HCL's share of revenue, shall be based on the percentage quoted by the Successful bidder/ Concessionaire. Invoice shall be raised on monthly basis by 1<sup>st</sup> working day of the next month.</li> <li>GST, as applicable on the same shall be claimed in addition to the percentage quoted by the Successful bidder/ Concessionaire.</li> <li>The monthly invoice raised by HCL for balance quantity in respect to the monthly actual sales or MGP, on the concessionaire may be settled for payment within 4 working days from the Invoice date, after making the statutory required deductions.</li> <li>All the sale proceeds of GCP, for all the products sold, be routed through ESCROW account.</li> <li>Clause for Delay in Payment – Notwithstanding any other clause contained in the tender document/concession agreement etc. Successful bidder/ Concessionaire shall be liable for interest on the monthly amount due basis the previous monthly obligation from the remittance date scheduled above to the actual date of remittance at an interest rate of 1-month MCLR of SBI (as applicable) plus 300 basis point.</li> <li>In instances where the monthly payable amount for a particular month (determined based on actual production or the MGP, as applicable) is less than the amount already remitted to HCL against the provisional invoices raised for that month, HCL shall issue a credit note to the Successful bidder/ Concessionaire for the excess amount received.</li> <li>Such credit note shall be issued within four (4) working days from the date of final reconciliation for the relevant month and shall include appropriate adjustment of applicable taxes, including GST, in accordance with prevailing tax laws.</li> <li>Copy of all invoices issued by the successful bidder/ Concessionaire has to be shared with HCL on daily basis.</li> <li>GSTR Returns to be shared with HCL on monthly basis.</li> <li>Material reconciliation statement to be shared three working days from the end of the month.</li> </ul> |
| 7 | <b>Operation</b> | <ul style="list-style-type: none"> <li>Comprehensive maintenance of all equipment shall be done as per best industry practices and as per OEM manuals wherever available, will be in the scope of the Successful bidder/ Concessionaire. Any equipment not specifically mentioned but part of plant operation shall be deemed included.</li> <li>Successful bidder/ Concessionaire shall be responsible for maintaining equipment health. Damage due to negligence,</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |



### NIT-Revenue Sharing Model at GCP

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|   |                         | <p>improper operation, or poor maintenance shall be recoverable from Successful bidder/ Concessionaire.</p> <ul style="list-style-type: none"> <li>• All the records of routine, preventive, breakdown maintenance must be kept in physical or digital form by the Successful bidder/ Concessionaire and shall be submitted to HCL at the end of each quarter. Root Cause Analysis shall be submitted for major breakdowns.</li> <li>• Successful bidder/ Concessionaire shall manage and arrange all routine spares, critical spares and consumables necessary for operation and maintenance of equipment's. Usage of Sub-standard or duplicate spares are prohibited.</li> <li>• Successful bidder/ Concessionaire shall comply with all applicable statutory laws. They shall provide PPE to all personnel. Successful bidder/ Concessionaire shall be solely responsible for any safety violations and accidents due to non-adherence of industrial safety protocols.</li> <li>• Work permit system shall be strictly followed. Hot work, confined space, and height work permits shall be mandatory to be issued. Repeated safety violations may lead to strict action.</li> <li>• HCL reserves the right to inspect maintenance activities. HCL may audit spares, tools, and records. Successful bidder/ Concessionaire shall comply with audit observations and provide hindrance free access to HCL officials for the same.</li> <li>• The generation and disposal of hazardous waste as per statute compliances shall be in the scope of Successful bidder/ Concessionaire. The Successful bidder/ Concessionaire shall intimate HCL's management about the initial disposal mechanism and location, and any change thereof.</li> <li>• Any changes in existing automation software are in scope of Successful bidder/ Concessionaire. Any new software added for automation or any other purpose shall be properly licensed by the Successful bidder/ Concessionaire. Copies/details of the licenses shall be shared with HCL. Upon completion or termination of the contract period, all associated licenses, credentials, and passwords shall be handed over to HCL.</li> <li>• The Successful bidder/ Concessionaire shall maintain the plant, premises, offices, other areas of plant cleanliness, upkeep and green belt/area as per the norms of statutory body.</li> </ul> |
| 8 | <b>Future Expansion</b> | <p><b>Capacity</b></p> <ul style="list-style-type: none"> <li>• Any future CAPEX for capacity expansion shall be in the scope of the Successful bidder/ Concessionaire with prior approval of HCL.</li> <li>• Debt amount borrowed for funding future capacity expansion shall be the responsibility of the Successful bidder/ Concessionaire. Successful bidder/ Concessionaire shall be solely responsible for the arrangement of loan and its servicing obligation like principal, interest, processing fees, penalty, DSRA, any charges or any other amount payable to the bank.</li> <li>• In no case the outstanding amount / principal / interest / penalty / other charges / DSRA / any other amount shall have recourse to HCL and HCL shall not be liable for this obligation.</li> <li>• <b>For the purpose of ascertaining the CAPEX value at Future Capacity Addition:</b></li> <li>• HCL shall appoint an independent technical consultant and/or auditor, to review, assess and certify the capital expenditure incurred by the Successful bidder/ Concessionaire for the Gujarat Copper Plant (GCP).</li> <li>• Such review and certification shall be done on quarterly basis till the COD of the proposed unit, last audit to be done on the COD of the proposed unit to arrive at the final CAPEX amount.</li> <li>• Such review and certification shall include, among other aspects: <ul style="list-style-type: none"> <li>- Verification of actual capital costs incurred, based on technical reports and supporting documents (Purchase order,</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

Signature of the Bidder with Official Seal





### **NIT-Revenue Sharing Model at GCP**

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|----|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                       | <p>delivery slip, OEM docs, trail run certification, gate pass, waybill no. along with relevant invoice, etc.) submitted by the Successful bidder/ Concessionaire</p> <ul style="list-style-type: none"> <li>- Examination of fund flow and utilization from the designated Escrow Account for the said purpose.</li> <li>- Verification of assets procured, installed, commissioned, put to use, or kept idle for future use at GCP</li> <li>- Assessment of the reasonableness of the market price of such assets</li> <li>• The value of CAPEX as determined and certified by the independent consultant/auditor shall be final and binding on the Parties for the purpose of recognition and consideration of asset value under this Agreement. The cost of such independent audit and certification shall be borne by HCL.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 9  | <b>Ownership of Assets</b>            | <ul style="list-style-type: none"> <li>• The ownership of existing facilities shall always lie with HCL during the concession period and only physical possession of the facilities shall be provided to the Successful bidder/ Concessionaire for Development, Operation &amp; Maintenance.</li> <li>• All new assets except consumables for restoration of the unit (for restoration of existing facilities and any subsequent capacity addition) procured and installed by the Successful bidder/ Concessionaire shall be the property of the Successful bidder/ Concessionaire during the concession period or termination of the contract whichever is earlier. The new assets shall be handed over to HCL in working condition at the end of concession period or termination of the contract whichever is earlier.</li> <li>• All existing saleable and consumable assets at the plant shall remain the sole property of HCL. The utilization, disposal, or sale of these assets - whether to the Successful bidder/ Concessionaire or to any third party shall be entirely at the discretion of HCL, and the Successful bidder/ Concessionaire shall have no claim or entitlement over such assets unless expressly agreed in writing by HCL.</li> </ul>                                               |
| 10 | <b>Asset Management</b>               | <ul style="list-style-type: none"> <li>• Any replacement, obsolescence, discard, or disposal of existing assets shall require prior approval of HCL Management.</li> <li>• All discarded or replaced assets shall be kept in designated place by the Successful bidder/ Concessionaire &amp; handed over to HCL.</li> <li>• In case of loss or damage to existing assets during operation, the Successful bidder/ Concessionaire shall:<br/><br/>Restore or replace the assets to original condition, or<br/><br/>Indemnify HCL to the full extent of loss.</li> <li>• Store/Site Store/ Cu. Metal Inventory, Different Department Spare, Inventories, Process items, Consumables with value will be handed over to the Successful bidder/ Concessionaire by HCL, they have to manage the inventory and keep records of inventory. All audit of stores and assets shall be managed by the Successful bidder/ Concessionaire without any ambiguity for plant operation purpose. Proper inventory transaction (in/out) shall be maintained by the bidder and shall handover the inventory to HCL at the end of contract period. In case the items have been used by concessionaire with prior approval of HCL, concessionaire shall remit to HCL the Market price or actual cost whichever is higher.</li> </ul> |
| 11 | <b>No encumbrance on HCL's assets</b> | <ul style="list-style-type: none"> <li>• Successful bidder/ Concessionaire shall not create any charge, encumbrance, lien, hypothecation, mortgage, pledge or any other charge of any sort etc. on the HCL's assets.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 12 | <b>No recourse to HCL</b>             | <ul style="list-style-type: none"> <li>• Any contractual/statutory liability or other liability, for the refurbishment/ operation/ procurement of raw material/ CAPEX/ spares/ Capacity Addition etc. shall have no recourse to HCL.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

Signature of the Bidder with Official Seal



### NIT-Revenue Sharing Model at GCP

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|    |                                            | <ul style="list-style-type: none"> <li>In case of any Loan/Financial Assistance (long term or short term) taken by the Successful bidder/ Concessionaire for refurbishment/ operation/ procurement of raw material/ CAPEX/ spares/ Capacity Addition etc. shall not have any bearing on HCL for its obligations or defaults.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 13 | <b>Insurance</b>                           | <ul style="list-style-type: none"> <li>The Successful bidder/ Concessionaire shall maintain comprehensive insurance coverage, including but not limited to: <ul style="list-style-type: none"> <li>Employees' Compensation Insurance Policy as per Employees' Compensation Act, 1923 shall be accepted as a valid insurance policy to be done by Successful bidder/ Concessionaire.<br/>However, in case of any claim(s) due to any untoward incident which does not come under EC Act, 1923, the expenses will be borne by the Successful bidder/ Concessionaire.</li> <li>Fixed assets and current assets insurance,</li> <li>Loss of Profit / Business Interruption insurance (covering MGP obligations),</li> <li>Fire and Burglary insurance</li> </ul> </li> <li>Insurance policies covering existing assets shall be endorsed in favour of HCL, or HCL shall be named as beneficiary being the principal employer.</li> <li>Loss of Profit insurance shall similarly be endorsed in favour of HCL to ensure recovery of the Minimum Guaranteed Amount.</li> <li>The risk, cost and consequence of the Successful bidder/ Concessionaire's failure to arrange for insurance coverage as specified above shall be solely to Successful bidder/ Concessionaire's cost and account and HCL shall have no liability whatsoever thereof.</li> <li>The Successful bidder/ Concessionaire shall be solely responsible for all equipment and materials installed/ used by it for execution of work covered in the Contract. In case of any damage, loss, pilferage of equipment and materials, the Concessionaire shall arrange prompt replacement at its own cost.</li> <li>All claims in the insurance policy shall be lodged and pursued by the Successful bidder/ Concessionaire solely and HCL shall have no liability in this regard.</li> </ul> |
| 14 | <b>Knowledge Support &amp; Consultancy</b> | <ul style="list-style-type: none"> <li>Since HCL has previously operated the plant, concerned HCL employees shall extend knowledge sharing support, including historical operating practices and design parameters as available (as-is condition) with HCL.</li> <li>The Successful bidder/ Concessionaire may engage external consultants at its own cost; however, implementation of consultant recommendations shall require approval of HCL Management.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 15 | <b>Commercial operation date (COD)</b>     | <ul style="list-style-type: none"> <li>COD shall mean the date on which the unit/plant is ready to commence commercial operations after completion of the refurbishment, upgradation, etc.</li> <li>The Successful bidder/ Concessionaire shall keep HCL Management timely informed on the progress of the refurbishment, upgradation, and related works and shall obtain prior approval of HCL Management before declaration of COD.</li> <li>Successful bidder/ Concessionaire shall inform to HCL management schedule COD within 90 days from the award of the concession.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |





### **NIT-Revenue Sharing Model at GCP**

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|    |                                            | <ul style="list-style-type: none"> <li>• COD shall be declared within twelve (12) months from the date of award of the concession.</li> <li>• The Successful bidder/ Concessionaire shall be liable to remit to HCL the percentage of revenue shared quoted by the Successful bidder/ Concessionaire from the date of actual COD.</li> <li>• However, the Successful bidder/ Concessionaire shall be liable to remit to HCL the Minimum Guaranteed Payment after 12 months from the date of the award of the concession/tender.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 16 | <b>Manpower &amp; Security</b>             | <ul style="list-style-type: none"> <li>• All manpower requirements, including executive, officer, skilled, semi-skilled, unskilled workforce, and security personnel, shall be recruited/appointed, maintained and paid by the Successful bidder/ Concessionaire.</li> <li>• All the statutory obligations with regard to the employees like, pension, ESI, PF, gratuity, safety etc., is in the Successful bidder/ Concessionaire's scope with no recourse to HCL.</li> <li>• HCL employees shall be stationed at the plant for supervision, coordination, and smooth operation at HCL discretion.</li> <li>• Office accommodation with furniture and its inventory of records and network facilities for HCL executives to be provided in GCP premises.</li> </ul>                                                                                                                                                                                                                                       |
| 17 | <b>Production Planning &amp; Reporting</b> | <ul style="list-style-type: none"> <li>• The Successful bidder/ Concessionaire shall submit the monthly production plan for the next month for approval of HCL Management by the 25th day of the preceding month.</li> <li>• Inputs or observations from HCL shall be deliberated jointly and incorporated, as mutually agreed.</li> <li>• The Successful bidder/ Concessionaire shall submit Daily production reports, and Cumulative production reports to HCL Management on a daily basis in the prescribed format.</li> <li>• Integrated cameras network in the entire plant premises for security and surveillance purpose including providing real flow of real time data of Incoming feed raw material, production, weigh bridge/weightment and dispatches outside the plant boundaries – to be provided to HCL. A robust system for taking out material/equipment for repair or permanent exit-to be provided to HCL.</li> </ul>                                                                   |
| 18 | <b>Risk &amp; Indemnity</b>                | <ul style="list-style-type: none"> <li>• All operational, statutory, financial, environmental, safety, and legal risks arising from operation of GCP shall be borne by the Successful bidder/ Concessionaire.</li> <li>• The Successful bidder/ Concessionaire shall indemnify HCL against all losses, claims, penalties, damages, or liabilities arising from: <ul style="list-style-type: none"> <li>- Operational failures,</li> <li>- Statutory non-compliance,</li> </ul> </li> <li>• Shortfall in Minimum Guaranteed Payment</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 19 | <b>Transition Period</b>                   | <ul style="list-style-type: none"> <li>• During the final year of the concession period, the Concessionaire &amp; HCL team shall jointly work with bidder to ensure smooth transition of knowledge &amp; operations to HCL.</li> <li>• The Successful bidder/ Concessionaire shall ensure handover of all operational, technical, and managerial information necessary for HCL to independently and efficiently operate the Plant. The Successful bidder/ Concessionaire shall provide documentation, Standard Operating Procedures, technical specifications, asset registers, operational data, maintenance records, CAPEX-related details, and any other relevant information pertaining to the Plant and its operations.</li> <li>• HCL &amp; Successful bidder/ Concessionaire shall ensure that such knowledge transfer is complete, accurate, and delivered in a manner enabling HCL to seamlessly continue the operation, maintenance, and utilization of the Plant without disruption.</li> </ul> |



### **NIT-Revenue Sharing Model at GCP**

|           |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>20</b> | <b>Extension of the contract</b>      | <ul style="list-style-type: none"> <li>Subject to satisfactory performance and mutual agreement, the concession period may be extended by up to five (5) additional years, with the extension process to be initiated at least one (1) year prior to expiry of the original concession period and subject to approval of HCL.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>21</b> | <b>Termination</b>                    | <ul style="list-style-type: none"> <li>Notwithstanding anything contained in the tender document, in the event the Successful bidder/ Concessionaire fails to remit the amount due within 10 (ten) working days of the succeeding month, HCL shall issue a Show Cause Notice to the Successful bidder/ Concessionaire, requiring the Successful bidder/ Concessionaire to explain the reasons for such delay and make the outstanding payment including interest within 7 (seven) days from the date of receipt of the notice.</li> <li>If the Successful bidder/ Concessionaire fails to remit the outstanding amount within 20 (twenty) working days of the succeeding month, HCL shall have the right to terminate the Contract with immediate effect, without any further notice. Upon such termination, HCL shall be entitled to adjust and recover all outstanding dues, damages, and obligations from the Security Deposit (in any form), without prejudice to any other rights or remedies available under the Contract or applicable law.</li> </ul>                                                                                                                                                                                                                                                             |
| <b>22</b> | <b>Escrow Account</b>                 | <ul style="list-style-type: none"> <li>Within 30 days from the date of issuance of LoA, bidder shall open an escrow account with any schedule commercial bank with HCL and lenders (if applicable) as a beneficiary.</li> <li>All the fund movement related to the GCP unit in reference to the mobilization advance/expenses, CAPEX/future capacity addition, advance payment, deposit, vendor payment, realization from sales, contractual payments, operational payments, other operational obligations, loan borrowed, equity infusion, buyback, insurance claim, termination payment, statutory compliances, interest payment/received etc. shall be routed this account.</li> <li>The Concessionaire to indemnify HCL and banker for any claim against the escrow account or any shortfall in the escrow account.</li> <li>Payments due to HCL either in normal due course or in case of termination or in any other case, shall have priority over other payments (other than statutory obligations) i.e. post remittance of statutory obligations, any liability towards HCL shall be met before remittance to any other third party.</li> <li>Lenders (if applicable) shall have equal priority with HCL.</li> </ul>                                                                                             |
| <b>23</b> | <b>Ascertainment of WDV of assets</b> | <ul style="list-style-type: none"> <li>Upon completion or termination of the contract or for any other purpose, the WDV shall be arrived by using the below mentioned mechanism</li> <li>Assets shall be transferred to HCL at Written Down Value (WDV) as per Income Tax Act, unless otherwise agreed.</li> <li>In the event that the WDV of any asset/block is not available for any particular financial year for any reason whatsoever, the last available WDV or initial Gross Block Value of such asset, as per the income tax return/tax audit report, shall be considered as the base value.</li> <li>From the value so arrived above, the WDV as on the date of transfer shall be computed by applying depreciation for all completed financial years up to the immediately preceding 31 March, in accordance with the depreciation rates prescribed under the Income Tax Act, 1961. Thereafter, depreciation shall be applied on a pro-rata basis for the part of the financial year up to the date of transfer, (if applicable). The WDV so determined, or such other value as may be mutually agreed between the Parties, shall be certified by an independent tax consultant and shall be final and binding for the purpose of determining the transfer value of the assets under this Agreement.</li> </ul> |





### NIT-Revenue Sharing Model at GCP

|    |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 24 | <b>Interest bearing working capital advance</b> | <ul style="list-style-type: none"> <li>• Upon request of the bidder, HCL may provide an interest-bearing working capital advance from the Commercial Operation Date (COD) to assist in meeting working capital requirements. Such advance shall be backed by a Bank Guarantee furnished by the successful bidder/Concessionaire for an amount equivalent to 110% of the working capital advance. Assuming a working capital cycle of ninety (90) days, the working capital advance sought shall be limited to the working capital requirement for such period. The working capital advance so provided shall be repaid within a period of twelve (12) months from the date of disbursement, or earlier, in equal monthly instalments.</li> <li>• Interest rate to be 10% p.a. on Interest bearing working capital.</li> <li>• Interest bearing working capital advance to be limited to Rs. 100 Crore.</li> </ul> |
|----|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### HCL's scope:

1. **Provision of plant facilities** - HCL shall make available the plant area within the defined battery limits, including all associated facilities, utilities, storage areas, and other infrastructure existing at the plant.
2. **Knowledge sharing and historical insights** - In accordance with the term sheet, and considering HCL's prior operational experience with the plant, designated HCL personnel shall provide knowledge-sharing support. This shall include sharing available historical operating practices, process insights, and available design parameters on an *as-is* basis.
3. **Deployment of HCL personnel** - HCL may, at its discretion, station its employees at the plant for the purposes of supervision, coordination, and ensuring seamless operational continuity.
4. **Interest-bearing working capital advance** - Upon request of the bidder, HCL may provide an interest-bearing working capital advance from the Commercial Operation Date (COD) to assist in meeting working capital requirements. Such advance shall be backed by a Bank Guarantee furnished by the Bidder for an amount equivalent to 110% of the working capital advance. Assuming a working capital cycle of ninety (90) days, the working capital advance sought shall be limited to the working capital requirement for such period. The working capital advance so provided shall be repaid within a period of twelve (12) months from the date of disbursement, or earlier, in equal monthly instalments.
5. Resolution of issues pertaining to Land Registration, NU Penalty with GIDC and vacation of raw material Godowns of STC pledged materials is in scope of HCL which will not create any hindrance for plant operation.

## **B. PRE-QUALIFICATION CRITERIA**

### **1. Experience eligibility criteria-**

The Bidder shall have proven experience\* of at least one of the following activities/processes of a continuous period minimum 1 year during last 7 years ending last day of month previous to the one in which tender is invited:

- a) **Copper smelting, Copper Refining, Copper Cast Rod/Copper Rod - production operations, CCR Tolling Business** including primary or secondary copper processing of 15000MT per annum Capacity or more; or
- b) **Supply, trading or marketing** of copper concentrate of 1.0 Lakh DMT per annum capacity or more; or copper scrap, blister copper or equivalent copper-bearing materials of 25000 MT per annum capacity or more (containing Cu% about 50%); or



#### NIT-Revenue Sharing Model at GCP

- c) **Ownership and operation of an existing secondary copper processing facility**, including facilities producing refined copper, copper cathodes or copper alloys of 15000MT per annum capacity or more; or
- d) Ownership and operation of an existing non-ferrous scrap recycling business of 25000 MT per annum capacity or more.

\*The experience referred shall be supported by documentary evidence such as certified True copy of OEM documents establishing the capacity of the plant/unit, any other technical report prepared for submission to bank or any other statutory authority, work orders, contracts, annual reports, statutory filings, production report or certificates issued by clients or statutory authorities, GST return indicating sales quantity or other equivalent documents as may be required under the Tender Documents.

## **2. Global Experience Eligibility –**

- a. Experience obtained by the Bidder in India or in international/global markets shall be considered valid for the purpose of meeting the experience requirements set out under Clause 1 of PQC, provided such experience is duly substantiated with work orders, contracts, annual reports, statutory filings, production report or certificates issued by clients or statutory authorities.
- b. Only entities incorporated or registered in India in accordance with applicable Indian laws shall be eligible to participate in the bidding process. Any foreign company intending to participate in the tender may do so only through an Indian entity, which shall submit the bid on its behalf. The relationship among the foreign company and Indian entity shall be of Associate/ Subsidiary/ Joint Venture/ Business Partner.
- c. HCL shall entertain bids solely from such Indian entities, and no direct bids from foreign companies shall be considered. However, Indian entities may rely on the credentials of their global holding company for the purpose of meeting the experience and financial eligibility criteria. In such cases, documents of the global holding entity shall be submitted in English, and the INR exchange rate as on 31st March of the relevant financial year shall be considered for conversion of the values pertaining to that financial year. All the documents should be certified by the statutory auditor.
- d. The foreign company shall also submit documents evidencing a direct nexus between the foreign company and the Indian Entity, such as documents relating to equity subscription, capital infusion, or any other equivalent documentary evidence acceptable to HCL.
- e. The Indian entity shall operate under the same brand name or flagship brand of the foreign company.
- f. The Indian entity shall also be operating in the copper industry, inter alia, as part of its overall business profile





#### **NIT-Revenue Sharing Model at GCP**

- g. The foreign company shall, for all intents and purposes, step into the shoes of the Indian entity and shall be jointly and severally responsible for all obligations, risks, responsibilities, liabilities, indemnities and undertakings of the Indian entity under the tender documents and the project.
- h. EMD and Security deposit shall be submitted by Indian entity, in case of any shortfall, foreign company shall fulfill the gap.
- i. The foreign company shall submit a declaration clearly stating its intention to participate in the tender process. The declaration shall confirm that the foreign company is participating in the tender through the Indian entity.
- j. The foreign company and the Indian entity shall expressly declare that they jointly and severally assumes and undertakes all risks, obligations, responsibilities, liabilities and indemnification obligations of the Indian entity arising out of or in connection with the tender documents and the project.
- k. The Bidder shall submit a declaration confirming that the foreign entity is not from a country sharing a land border with India. In case the foreign entity is from a country sharing a land border with India, the Bidder shall submit proof of registration of such foreign entity with the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India, in accordance with the applicable extant guidelines. The prescribed declaration format and explanatory note are enclosed.

### **3. Financial eligibility criteria-**

- a) The Bidder shall have a minimum average annual turnover of INR 250 Crore (Indian Rupees Two Hundred Fifty crore) during the last three (3) financial years, ending 31st March 2025 duly supported by audited financial statements (Balance Sheet, Profit & Loss Account for the last three years or Annual Turnover Certificate issued by Chartered Accountant). For international bidders the certificate shall be issued by the statutory auditor or other applicable authority of the respective land.
- b) Net worth of the Bidder, as on the last date of the last financial year ending on 31.03.2025, should not be less than INR 100 Crore (Indian Rupees One Hundred crore), and Net worth should be equal to or more than 100% of its paid-up share capital.

Net worth means the total of the paid-up share capital and free reserves. Free reserves mean all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus. Bidder shall submit a certificate in this regard from the statutory auditor.

- c) The bidder (sole bidder/all the members of the consortium) shall have positive net



#### NIT-Revenue Sharing Model at GCP

worth as per their audited financial statement for the preceding 3 years. A bidder not having positive net worth as per their audited financial statement is not eligible to participate in the tender.

Relevant documentary evidence including copies of Annual Report, containing Profit & Loss Statement and Balance Sheets for immediately preceding three (3) consecutive accounting years ending on 31.03.2025 shall be furnished together with the bid. Further, the net worth should not have eroded by more than 30% in any of the last three years ending 31.03.2025. Bidder shall submit a certificate in this regard from the statutory auditor.

In the event the Bidder does not have audited financial statements available for the immediately preceding three (3) financial years, the Bidder may meet the financial eligibility criteria by submitting the audited financial statements of its holding company for the corresponding period.

The holding company shall issue a certificate confirming that it permits the bidder to rely on its financial statements for the purposes of this tender and that it stands committed to provide financial and technical support to the Bidder for performance of its obligations under the Contract. The Bidder shall submit such certificate along with all supporting documents as prescribed by HCL.

Bidder shall submit certificate from the statutory auditor of the holding company for meeting the financial criteria laid down above.

**Holding company:** Any subsidiary company having its office in India can bid with the credentials of its Holding Company which has shares in Indian subsidiary company directly or through its subsidiary.

Further, no Corporate Insolvency Resolution/liquidation process/other applicable process (for global holding) should have commenced in respect of the Bidder/holding company/Indian entity/global holding company 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 (Annexure XIV) by the Bidder to this effect shall be submitted)

#### **4. Individual / Consortium Participation-**

- The Bidder may participate either as a single entity or as a consortium/group consisting of two or more parties.
- In case the Bidder is a consortium, the turnover requirement shall be satisfied on a consolidated basis, unless otherwise specified in the Tender Documents.
- In case of a consortium, the experience eligibility criteria shall be evaluated based on the experience of the consortium member having the highest relevant experience among the consortium partners.
- In case of consortium/group, lead consortium member shall be designated as the Lead Member, who shall be responsible for coordination, submission of the Bid and overall performance of obligations under the Concession Agreement;





## **NIT-Revenue Sharing Model at GCP**

- The Bidding Consortium shall comprise of a Lead Member and Other members. The Lead member shall hold a minimum of 51% of the equity; while, Other member shall hold a minimum of 24% equity interest in the Bidding Consortium.
- In case the Bidder is a Bidding Consortium, the Proposal must be submitted in the name of the Bidding Consortium signed by the Authorized Representative of the Consortium who shall be an employee/ officer of the Lead Member.
- In case the Bidder is a Bidding Consortium, the members are not allowed to take strength from their Subsidiary company or Holding company.
- 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.

Documentary evidence should be submitted along with Technical Offer for the above to establish the PQC criteria.

The Bidder shall submit its brief profile as part of the Tender Documents. In case of a consortium, brief profiles of all consortium members shall be submitted. In case of participation by a foreign company through an Indian bidder, the bidder shall submit the profiles of both the foreign company and the Indian bidder, along with details of the nature of the relationship between the two entities.

Bidder shall submit existing list of GST registration along with active indirect tax litigations and a declaration that no dues are pending to the Government.

### **Special Note:**

#### **Site Visit**

1. The site visit is mandatory for bidders to obtain firsthand information on the proposed assignment and on the local conditions, Bidders are encouraged to pay a visit to the GCP site before submitting a Proposal as per the dates specified in the Bidding Schedule specified in Section 1;
2. The Bidders are encouraged to familiarize themselves with site conditions, location, surroundings, climate, availability of power, water and other utilities, handling and storage of materials, weather data, applicable laws and regulations, contingencies & other circumstances (insurgencies etc.) and any other matter considered relevant by them before submission of bid.
3. Bidders are encouraged to take site conditions into account in preparing their Proposals;
4. It shall be noted that only those Bidders who have downloaded this Tender Document shall be allowed to make a Site visit.
5. 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. 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.
6. Tenderer shall submit Site Visit Certificate (Annexure- VIII) duly signed by Bidder and HCL/GCP representative both along with technical bid. Else, the party will not be considered for Techno-commercial evaluation.

### **Pre Bid Meeting**

Signature of the Bidder with Official Seal



### **NIT-Revenue Sharing Model at GCP**

1. A pre-bid meeting would be held to clarify and discuss about the Bidding Process and the Tender Documents. The pre-bid meeting shall be held as per the Bidding Schedule mentioned in Section
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.
3. Attendance of the Bidders at the pre-bid meeting is not mandatory.
4. Bidders/or their representatives may attend the pre-bid meeting.
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.

Acceptance of all terms & conditions including specifications as per instructions has to be signed and stamped. Annexures filled in all aspects to be submitted with Techno-commercial bid.

### **C. SPECIAL TERMS AND CONDITIONS:**

#### **1) PERIOD OF CONTRACT:**

The contract shall be effective for a period of **15 Years** from the Contract date including mobilization and refurbishment period of 1 year. Subject to satisfactory performance and mutual agreement, the concession period may be extended by up to five (5) additional years, with the extension process to be initiated at least one (1) year prior to expiry of the original concession period and subject to approval of HCL competent authority.

#### **2) AGREEMENT**

The Successful bidder/concessionaire shall execute a formal agreement in this regard on a non-judicial stamp paper of Rs.300/- (To be purchased by the Successful bidder/concessionaire in his name in the state of Gujarat at his own cost) within 30 days from the receipt of the Work Order/LOI whichever is earlier.

FORMAL AGREEMENT must be made and signed by the Successful bidder/ Concessionaire and HCL.

#### **3) RATES**

3.1 The -revenue share to be quoted in the Revenue Share Bid Format on GeM.

**3.2 Do not attach/upload or disclose any kind of rate in techno-commercial bid documents, otherwise the bid will summarily be rejected.**

### **D. GCP PLANT OVERVIEW-**

1. GCP occupies around 75 Acres (313500 sq mt.) of land. The plot is covered on three sides by GIDC Roads (two sides by major roads). National Highway No 48 (Ahmedabad - Mumbai) is around 12 kms from the plant location. All production (smelting and refining facilities are located in one corner with central utility services and R & D located at the edge of the plant close the middle of the plot. The effluent Treatment Plant, water storage etc are on the north east end of the Plot. Adequate storage is provided for temporary storage of waste products and hazardous waste.

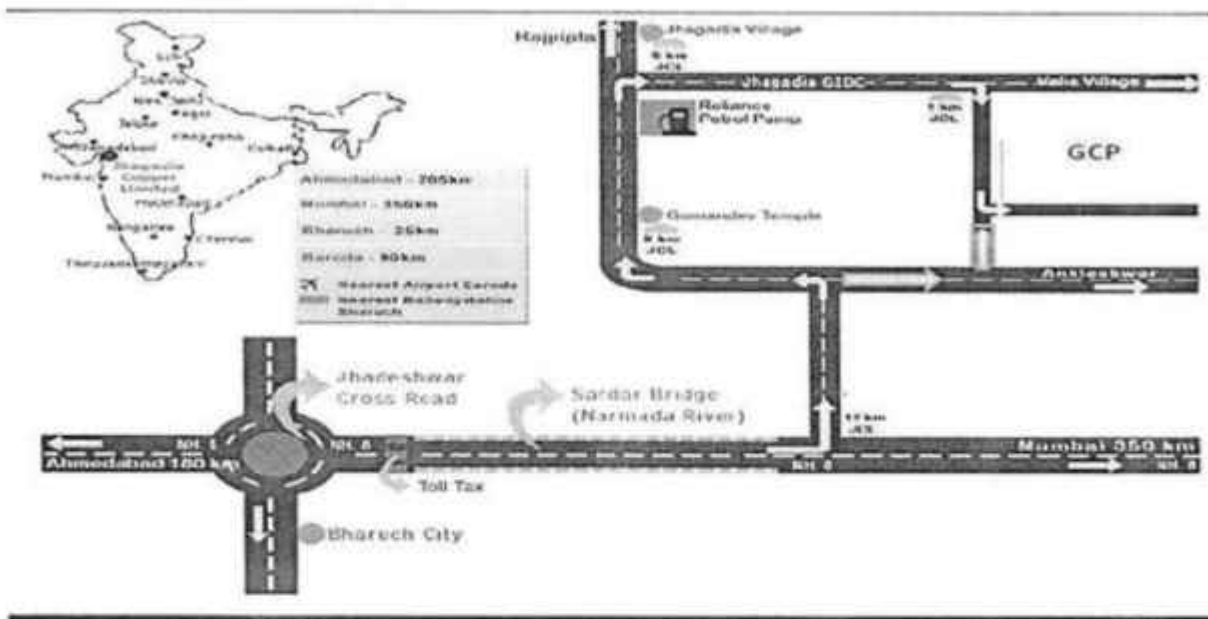
Signature of the Bidder with Official Seal





### NIT-Revenue Sharing Model at GCP

Also, natural gas facility is available over the fence and interested parties at their own cost may install such facilities for use in operations instead of fuel oil. The location map of the plant is depicted below.



2. Anodes produced in anode furnace are subjected to electrolytic refining in poly concrete cells to produce LME Grade A cathode. The residues from the Refining i.e. anode slime can be treated further for precious metal recovery or be sold to the slime processor. A new de-copperisation system with two leaching tanks is installed for the slime treatment. Refinery plant is also having Bismuth removal system from electrolyte for better quality cathode production.

### 3 Plant Collaborators and Designers

- i. Smelter Technology Supplier: Boliden Contech AB, Sweden
- ii. Refinery Technology Supplier: Mount ISA Mines Ltd. (now Xstrata Technology, Australia)

The plant is based on modern and proven technology which is capable of processing wide array of copper bearing materials including electronic scrap.

### 4. Capacity of the Plant facilities

| Area           | Installed Capacity per Annum | Product                                 |
|----------------|------------------------------|-----------------------------------------|
| Kaldo Furnace  | 35,000 MT                    | Black Copper                            |
| P.S. Converter | 65,000 MT                    | Blister Copper                          |
| Anode Furnace  | 64,000 MT                    | Fire Refined Anode                      |
| Refinery       | 50,000 MT                    | LME Grade 'A' equivalent Copper Cathode |

### 5. Salient Features of the Plant

- i. Largest secondary recycler in India capable of producing LME A grade Copper Cathodes
- ii. Secondary Copper Smelter & Refinery Complex
- iii. Flexibility to process various grades of copper/precious metal bearing raw materials including E-scrap

Signature of the Bidder with Official Seal



### NIT -Revenue Sharing Model at GCP

- iv. Highly automated plant ensures high quality output
- v. The gas cleaning system ensures that dioxins are not formed during operations
- vi. Production possible through both Kaldo and Anode furnace depending upon the raw material mix
- vii. Short lead time in changing over from one raw material mix to another
- viii. Environment friendly technology & process. World class environmental protection measures to ensure all Regulatory Compliances & Basel Convention Norms
- ix. Plant with State of art pollution control units including fugitive gas collection system to comply with Stringent environmental norm
- x. A zero effluent discharge plant
- xi. Well-developed sampling & laboratory facilities

#### **6. The Plant comprises of the following Units:**

- i. Top Blown Rotary Converter (Kaldo) for smelting
- ii. Gas Cleaning section (Dual Alkali system)
- iii. Slag granulation Unit
- iv. Converters
- v. De-dusting Units for Kaldo, Converter & Anode furnaces
- vi. Anode Furnaces
- vii. Anode Casting wheel
- viii. Copper Refinery (based on ISA technology) including Rectifier-Transformers, Refinery Cranes and Wenmec supplied machines for Anode Preparation, Cathode Stripping & Strapping and Scrap Anode washing
- ix. Effluent Treatment Plant /Zero discharge facility comprising of ETP-I, II & III & Secured land-fill
- x. Propane & oxygen Storage & distribution facility
- xi. Electrical Switchyard & Captive Power Plant (DG Sets)
- xii. Process & drinking water storage & distribution
- xiii. Plant for Utilities comprising of Soft water, DM water, Boilers (with Steam distribution system) & Cooling Towers
- xiv. Fire Hydrant system
- xv. Above ground Piping & Cable rack
- xvi. Fuel Oil Storage, pumping & distribution system
- xvii. Control Laboratory
- xviii. Cable shredding plant
- xix. 250KW Solar Plant (25 Years PPA with M/s Avaada Sunbeam Energy Pvt. Ltd.)

#### **7. Production Performance**

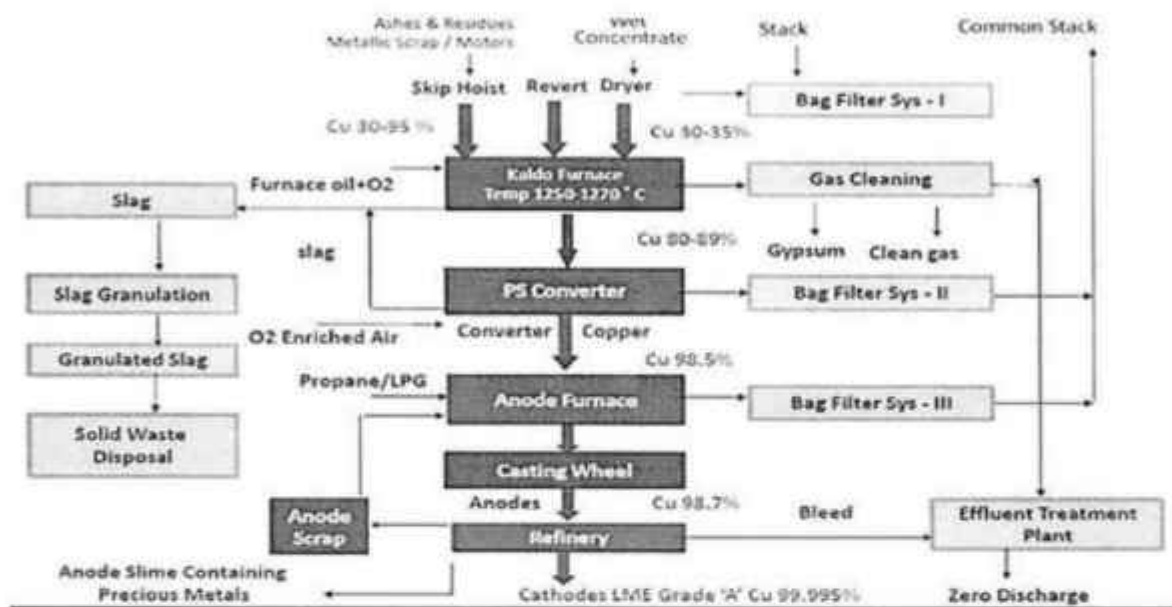
The plant was commissioned in Oct'2016 and was operated till July'2019. Since then, the Plant is under care and maintenance as per necessity. During the above operations, the copper recovery considering anode and refinery operations was respectively 99.4% and 99.7% which is as per the standard norms for secondary copper plant.

A brief writeup on the plant is given at **Appendix - I**.



**General Description of GCP****1.0 KALDO PLANT & AUXILIARIES**

- I. The plant was designed by Boliden for the production of 50,000 t/y Cu cathode from processing different types of raw material like scraps, secondaries, low Sulphur (<5%) oxide concentrates containing copper and other impurities and E-scrap. The primary smelting unit is the Kaldo furnace; otherwise known as a top blown rotary converter (TBRC). Process flow chart for the furnace operations is as under:



- II. Black copper produced in the Kaldo is further processed in the converters to blister copper or Converting can be done in Kaldo itself in other way. The discharge slag from the Kaldo is granulated and sold. The blister copper is fire refined in the anode furnaces. The fire refined copper is cast into anodes and subsequently electrolytically refined in a tank-house. The bleed is neutralized, and the heavy metals are subsequently precipitated. In the process of Gas Cleaning, the gypsum is recovered as by-product and the heavy metal precipitates are deposited in a local waste disposal dump. The dust laden hot gas from the Kaldo furnace is quenched in a ventury scrubber with an alkaline solution to remove Sulphur dioxide.
- III. The cooled gas is cleaned in a filter bag house. The dust collected in the ventury scrubber is pumped to a thickener and subsequently filtered. The filter cake is returned to the Kaldo furnace. Kaldo plant consists of following installations:
- Raw material storage & transport system
  - Dryer max 11 MT/hr., drying moisture max 10% to max 0.5%
  - Charging/firing system Lances and Skip hoist
  - Concentrate lance- material flow @ 100-500 Kg/min
  - Burner lance - FO, flow @ 30 lit/Min
  - Converting Lance-Air flow @ 12000 Nm<sup>3</sup>/hr.
  - Revert lance-feed rate 15-20 MT/hr.
  - Skip hoist-max capacity 12 MT/Skip; cycle time~ 10 mins.
  - Kaldo furnace: nominal capacity-90 MT, rotation speed 10 RPM max
  - Ladle car- Load capacity 55 MT max



### NIT -Revenue Sharing Model at GCP

- Gas cleaning system-designed and supplied by M/s PPCL- Gas volume capacity max 50000 NM3/hr., 3% SO<sub>2</sub> by Vol.
- Slag granulation plant-tilting speed 1 MT/Min.
- Converters - Two nos. Pierce Smith converters, each 150 MT cap., 15 tuyeres holes-along with dedusting unit, (Not refurbished by HCL).

#### IV. Advantages of Top Blown Rotary Converter Technology:

- (i) Large flexibility for charging of any type of raw materials. Both low grade and high-grade materials can be treated, e.g.: ashes, sweepings, slag, shredded cables, drosses from foundries, oxides, reverts containing copper and electric motors with high iron content can be processed separately or together in the same cycle.
- (ii) Fine materials can be introduced directly into the furnace without any pre- treatment, such as agglomeration, sintering & briquetting, etc.
- (iii) Rotation of the vessel gives stirring effect, which in turn speed up kinetics of the reactions.
- (iv) Both smelting and converting can be done in the same furnace.
- (v) As raw materials contain low Sulphur compared to that of primary smelter, atmosphere is more environmentally friendly.
- (vi) The design of the TBRC process allows the furnace to be enclosed in a casing, which is kept under negative pressure that effectively minimizes stray emissions from the process to the levels complying with the stringent environmental norms.
- (vii) Suitable for both large- and small-scale operations with profitable results.
- (viii) Ability of TBRC furnace to operate with more than 90 %oxygen enrichment.

## **2.0 ANODE FURNACE AREA**

- I. Molten Blister copper is poured into ladle and transferred to the Anode furnace through 60 MT EOT Crane. Alternatively, solid blister copper (having more than 98% Cu) purchased from outside parties melted and fire refined in the furnaces. Anode furnace Area comprises of following installations.
  - Anode furnaces (2 nos) of size of 200 MT capacity complete with drive assembly (for both Pneumatic & Electric).
  - The drive mechanism consists of Gear box, Drive Pinion, Girth gear, Rider ring & support rollers.
  - Propane Pressure regulating station along with distribution of Propane to various points / Burners such as After Burner, Tuyeres and Burners for Launder.
  - Burner management System for LDO/FO
  - Gas duct at Anode Furnace exit.
- II. The Flue gases from the Anode Furnace flows through a water-cooled duct into the After Burner (Incinerator) from where it is taken to the De-Dusting Unit through ducts to reduce dust load from flue gases before finally discharging through main common stack.
- III. Anode Cast Wheel: The processed molten metal from the Anode Furnace flows through castable lined Launder (heated with Propane Burners) to the Casting Ladle through Intermediate Ladle & Autoweigher for casting (in Anode Cast Wheel) as Anodes to be fed to the Refinery. Technology- Wenmec, Finland, Design Capacity 43 tons/hr., along with 24 nos. Moulds, Mould dressing unit, Bosh tank, Water spraying system, Pre-loosening device, Anode reject hoist, 15 MT EOT crane.





### **3.0 REFINERY**

- I. The refinery is having ISA-Technology from Xstrata Australia (earlier MIM) to produce LME Grade-A Copper cathode. Refining is fully automated having equipment for preparation of anodes, handling of scrap, stripping of cathode & special crane for all handlings.
- II. Anodes are subjected to electrolytic refining in poly concrete cells to produce LME Grade A cathode. The residues from the Refining i.e. anode slime is also treated further for precious metal recovery. A new de-copperization system with two leaching tanks is installed for the slime treatment. Refinery & Smelter effluents are treated as per the statutory requirement in Effluent Treatment Plant (ETP-2).
- III. Salient features of GCP Refinery:
  - Installed capacity of GCP Refinery-50000 MT of Copper Cathode
  - Total no. of production cells-264
  - Liberator cells – 24
  - Commercial rectifier: Make Hind Rectifier, Rating -25 K amps/160V
  - Liberator cell rectifier: Make - Hind Rectifier, Rating 20 K amps/100V
  - Cathode stripping m/c: Make WENMEC, Cap-250 Mother blanks/hr.
  - Anode Preparation m/c: Make WENMEC, Cap-250 Anodes per hr.
  - Scrap anode washing m/c: Make -WENMEC, Cap-400 scraps per hr.
  - Cranes: 3 Nos
  - EOT crane: 25 MT Capacity (Make: KUNZ)
  - EOT crane: 15 MT Capacity (Make: Ragatex)
  - EOT Crane: 5 MT Capacity (Make: Altroth)
  - Cathode Production (Aug2016 to July2019): 24399 MT

### **4.0 Production Data of Kaldo and Anode Furnace after refurbishment:**

#### Kaldo:

Blister copper Production      952 MT

- Heat produced                      43 nos.
- Refractory lining: complete lining to be done before starting.

#### Anode furnace:

- Anode copper Production              27500 MT
- Heat produced:

Anode furnace "A"                      114 Nos

Anode furnace "B"                      95 Nos

### **4.0 General**

#### 4.1 Requests for clarification:

If at any time after submission of the Tender, HCL requires any clarification on the application submitted by the bidder, it reserves the right to request such information from any or all of the bidder/s and such



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party will be obliged to respond to any reasonable request for such information and to supply the same within such reasonable timeframe as may be required.

#### 4.2 Modification/Cancellation

HCL will be at liberty to amend/modify/delete any of the above conditions and/ or the process as may be deemed necessary in the light of the facts and circumstances of the case. HCL reserves the right to proceed with/ cancel the tendering process irrespective of the response to its invitation. HCL at its discretion may extend the last date for submission of bid. Bidders are advised to keep themselves informed of any such modification/ cancellation that may be notified. Any corrigendum to the bid or extension of schedule of bid submission, shall be uploaded in GeM Portal. HCL shall not be notifying any such modification separately through any other media.

#### 4.3 Governing Laws/Jurisdiction/Arbitration

All matters relating to the tender and selection of Successful bidder/ Concessionaire and the bidding procedure shall be governed by the laws of Union of India. Only courts at Bharuch shall have the jurisdiction to decide or adjudicate on any matter, which may arise out of or in connection with the selection of a Successful bidder/ Concessionaire.

4.4 Party has to provide all the information required as per tender and formats attached for the purpose. HCL reserves the right to reject wrong information received in response to tender.

4.5 Party will be responsible for all the costs associated with preparation of the response of tender and participation in discussions.

4.6 The offers that are incomplete which do not substantially meet the requirements prescribed in the tender are liable to be rejected by HCL.

4.7 While this tender has been prepared in good faith, HCL does not make any representation or warranty, express or implies or accent any responsibility or liability, whatsoever, in respect of any statement or omissions herein or the accuracy, completeness or reliability of information contained herein and shall incur no liability under any law statute, rules or regulation as to the accuracy, reliability or completeness of this request, even if any or damage is caused by any act or omission on its part.

#### 4.8 Further information/ clarifications

Any request for further information or clarification relating to the contents of this tender document, may be submitted in writing to:

- a. Shri Taraknath Nayak, GM(E&S), Corporate Office  
E mail - [tarak\\_nn@hindustancopper.com](mailto:tarak_nn@hindustancopper.com)
- b. Shri Abhimanue Singh, ED & Unit Head GCP  
E mail - [abhimanue\\_s@hindustancopper.com](mailto:abhimanue_s@hindustancopper.com)
- c. Shri. Vanendu Bhandari, DGM (Metallurgy)  
E mail – [bhandari\\_v@hindustancopper.com](mailto:bhandari_v@hindustancopper.com)
- d. Bidder may interact with consultant (Transaction Advisor) Shri Priyank Agarwal  
Email - [Priyank.Agarwal1@in.ey.com](mailto:Priyank.Agarwal1@in.ey.com)

HCL reserves the right not to respond, to questions raised or provide clarifications sought, in its sole discretion, if it considers that it would be inappropriate to do so. Nothing in this section shall be taken or read as compelling on the part of HCL requiring to respond to any question or to provide any clarification. No extension of any time and date referred to in this Preliminary Information Memorandum (PIM) shall be granted on the basis or grounds that HCL have not responded to any question/provided any clarification.

Signature of the Bidder with Official Seal





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HCL shall nominate an officer from Gujarat Copper Project (GCP) to co-ordinate with the successful bidder for them to carry out the relevant activities. The details of the coordinating officer / Engineer-In-Charge (EIC) shall be communicated through email after the award of work order to the successful bidder.

### **E. GENERAL TERMS AND CONDITIONS**

#### **1) BIDS**

- 1.1 Price Bid shall be submitted through GeM website through Internet. Price bid of Techno-commercially acceptable tenderers only as assessed by HCL shall only be evaluated. The schedule and details of Forward Auction shall be communicated by HCL/Service Provider (GeM website) to the techno-commercially accepted bidders. During the online bidding, Price to be submitted in the Price Bid Format On-line only.
- 1.2 Bidders shall carefully review the Terms and Conditions of the Tender prior to submission of their online financial bid. The Bidder shall quote a revenue share in favour of Hindustan Copper Limited (HCL) as a percentage of the total revenue generated from the sale of copper cathodes and all by-products/ scrap produced at the Gujarat Copper Plant.
- 1.3 The H1 Bidder shall be determined based on the highest total percentage of revenue share quoted on the total revenue from sale of copper cathodes and by-products/ scrap, subject to compliance with all technical, commercial and eligibility requirements of the tender.
- 1.4 The bidders who strictly fulfill the Pre-qualification criteria should only submit their offer on-line in two parts. The interested Bidders should visit the site of work mandatorily to get themselves acquainted with the site local conditions, nature & extent of the jobs to be executed etc., before submitting their offers.
- 2) Offers of bidders submitting irrelevant documents in GeM against **Required Documents in Techno Commercial Bid** are likely to be rejected.
- 3) The bidder must submit their signed and stamped declaration in the format in "Annexure-III", along with their Techno-Commercial Bid stating that they have not been debarred/banned at the time of participating in the subject tender. The bidder shall not be eligible to participate in the tender during the period of debarment/holiday listing/ban. The above declaration by the bidder, if found to be false at a later stage, would lead to rejection of the bid/cancellation of the contract with the respective bidder along with forfeiture of their EMD/Security Deposit and recovery of appropriate, Price Reduction from their payments, if applicable and appropriate administrative action by the company.
- 4) The Bidder must sign on all the pages of the Tender Documents and shall endorse his/her Acceptance of all the terms and conditions mentioned therein. In case the bidder does not quote as per the scope of work and terms conditions of bid, then their offers would also be liable for rejection.
- 5) If found, at any stage, that any document/s submitted by a bidder is false or forged, their bid or awarded work order may be cancelled/discontinued at the discretion of HCL followed by appropriate administrative action like debarment/holiday listing/ban.



**6) Language of the Bid**

- 6.1 The proposal and the entire supporting document shall be in English Language. Non-adherence to this Section may be treated as “Non-Responsive Bid”.
  - 6.2 The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language.
  - 6.3 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.
  - 6.4 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.
  - 6.5 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.
- 7) The minimum revenue share that may be quoted by a Bidder shall be not less than 6% of the total revenue. Any financial bid quoting a revenue share lower than 6% shall be treated as non-responsive and shall be liable to rejection without further evaluation.

**8) CONDITIONS FOR START-UP COMPANIES**

The START-UP entities shall have to mandatorily qualify the Pre-Qualification Criteria of the tender PQC. No relaxation shall be provided with concerned to the PQC.

**9) TENDER VALIDITY**

The tender should remain valid for a period of 180 days from the date of tender opening.

**9) EARNEST MONEY/BID SECURITY:**

a. Earnest Money Deposit (EMD) of Rs. 50 Lakh (Rupees Fifty Lakh) shall be submitted in form of BG by the bidder along with their techno-commercial bid against the tender. No interest shall be payable to the bidders against submission of their EMDs against the tender. HCL's Bank details are as stated below.

b. No request for adjustment of earlier dues in place of EMD would be entertained. EMD will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required Performance Security within the specified period.

c. EMD of the unsuccessful bidders would be returned after expiry of the final bid validity period or latest by the 15th day after award of the contract, whichever is earlier. EMD should be refunded to the successful bidders on receipt of Performance Security. In case of discharge of tenders or for bidders, who are disqualified during processing of the bid, EMD will be refunded within 7 days of such decision.

EMD to be submitted in BG form only and not in the form of Demand Draft/RTGS/NEFT.





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Bank Account Details-

STATE BANK OF INDIA as Advising Bank of HCL/Unit-

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

**d. The following are exempted from submission of EMD**

- Public Sector Undertakings /Govt. Deptt./Govt. Institutions.
- As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.O2119(E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy. **For MSEs, the exemption from submission of EMD is to be granted only for the items for which they are registered with the concerned authorities.**

- **Submission of offer without valid EMD or Udyam registration having items not related with this work will be rejected out rightly. No request for adjustment of any earlier dues in place of EMD will be entertained.**

**e. FORFEITURE OF EMD:**

- A bidder's EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required Security Deposit within the specified period.

**f. FACILITY FOR MSME PARTICIPANTS:**

a) Micro and Small Enterprises [MSEs] shall be eligible for availing all the benefits as laid down under the Public Procurement Policy for MSEs [Order 2012 & Order 2018.

b) Declaration of UDYAM number by MSME bidders on GeM portal is mandatory, failing which such bidders may not be able to enjoy the benefits as per the Public Procurement Policy for MSME order, 2012 & 2018.

**Registration of UDYAM Number:** Bidders who have their UDYAM number by Ministry of Micro Small and Medium Enterprises (MSME), should declare their UDYAM Number on GeM Portal, failing which such bidders may not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order, 2012 for the tenders invited electronically through GeM.

MSME bidders, who have registered their UDYAM number with GeM, should submit proof of the same along with their offer for availing the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012, issued by MSME.

MSEs owned by Scheduled Cast (SC) / Scheduled Tribe (ST) Entrepreneurs should also submit proof of the same along with their offer for procurement earmarked for MSEs owned by SC/ST.

**10) SECURITY DEPOSIT**

- a. The successful Tenderer shall deposit an amount in the form of Bank Guarantee (BG) or Insurance Surety Bond, equivalent to:

| Sl. No. | Amount                     | Start Date                          | End Date                                              |
|---------|----------------------------|-------------------------------------|-------------------------------------------------------|
| 1.      | INR. 20 Crore              | Within 30 days from the date of LoI | Upto 60 days after the contract period / termination. |
| 2.      | INR. 30 Crore (Additional) | From the date of COD                |                                                       |

The BG shall be renewed every eighteen (18) months or for such other period as may be applicable, in accordance with RBI guidelines/directives.

- b. The interest free security deposit @ **Rs. 20 Crore** in the form of Bank Guarantee/ Insurance Surety Bond from any Scheduled Commercial Bank except Co-operative and Gramin Bank drawn in favor of "Hindustan Copper Limited", payable at Kolkata shall be deposited by the Successful bidder/ Concessionaire within 30 (Thirty) days from the date of receipt of Letter of Intent /Work Order (whichever is earlier). In case of Bank Guarantee/ Insurance Surety Bond, it has to be as per HCL's prescribed format. The party has to deposit 18 months bank guarantee as mentioned above and shall be extended for further tenure accordingly.
- c. The interest free additional security deposit @ **Rs. 30 Crore** in the form of Bank Guarantee/ Insurance Surety Bond from any Scheduled Commercial Bank except Co-operative and Gramin Bank drawn in favor of "Hindustan Copper Limited", payable at Kolkata shall be deposited by the Successful bidder/ Concessionaire within 7 (Seven) working days from the date of COD. In case of Bank Guarantee, it has to be as per HCL's prescribed format. The party has to deposit 18 months bank guarantee as mentioned above and shall be extended for further tenure accordingly.
- d. Since, the Security Deposit is furnished by way of bank guarantee, it has to be kept valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligations of the Successful bidder/ Concessionaire.
- e. The validity of the Security Deposit may be suitably extended in case the validity of the work order is extended.
- f. HCL reserves the right to increase the Security Deposit amount, for increase in turnover, prevailing copper prices, MGP obligations, plant rated capacity or any other relevant parameters, in order to ensure that the successful bidder/ Concessionaire's obligations are adequately secured through the security deposit furnished.
- g. The Security Deposit will be forfeited and credited to HCL's account in the event of a breach of contract by the Successful bidder/ Concessionaire. Security Deposit should be refunded to the Successful bidder/ Concessionaire without interest, after successful performance and completion of the contract in all respects but not later than 60 (sixty) days of completion of all obligations including the Defect Liability Period under the contract, subject to recovery of claim if any.
- h. The following are exempted from submission of SD
- Public Sector Undertakings /Govt. Dept./Govt. Institutions
- i. The method of submission of Bank Guarantee is as below:
- i. The bank guarantees issued by the issuing bank on behalf of the Successful bidder/ Concessionaire in favor of Hindustan Copper Limited (HCL) shall be in hard copy in original on stamp paper as well as Structured Financial Messaging System (SFMS).





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- ii. HCL has chosen State Bank of India to act advising/beneficiary bank of HCL. The bank issuing the guarantee should choose this bank to send confirmation through SFMS.
- iii. The details of beneficiary (i.e., HCL) for issue of bank guarantee through SFMS platform is as furnished below:

|                                                                                      |     |                                   |                                                           |
|--------------------------------------------------------------------------------------|-----|-----------------------------------|-----------------------------------------------------------|
| Name and Details of Beneficiary                                                      | I   | Name                              | Hindustan Copper Limited                                  |
|                                                                                      | II  | Address                           | Tamra Bhavan, 1,Ashutosh Chowdhury Avenue, Kolkata 700019 |
|                                                                                      | III | Area                              | Kolkata 700019                                            |
|                                                                                      | IV  | Name of Bank                      | State Bank of India                                       |
|                                                                                      | V   | Bank A/C No                       | 00000010373629348                                         |
| Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS | I   | Name of the Bank                  | State Bank of India                                       |
|                                                                                      | II  | Name of the Branch of the Bank    | CAG Branch Kolkata                                        |
|                                                                                      | III | MICR Code                         | 700002199                                                 |
|                                                                                      | IV  | IFSC Code                         | SBIN0009998                                               |
|                                                                                      | V   | Address of the Branch of the Bank | 34- J L Nehru Road. Reliance House, Kolkata 700071        |

- iv. The Successful bidder/ Concessionaires are required to take note of it those above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.
- v. The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the State Bank of India, Kolkata (IFSC- SBIN0009998), to aid in the process of confirmation of Bank Guarantee.
- vi. The BG shall also have a clause that "The BG shall be operable including encashment at issuing bank's any local branch in CAG Branch Kolkata
- vii. The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Hindustan Copper Limited, Kolkata-19 by Speed Post /Registered Post (AD).

j. **FOREFEITURE OF SECURITY DEPOSIT:**

- i) The Company shall be at liberty to deduct and appropriate from the Security Deposit such penalties and dues as may be payable by the Successful bidder/ Concessionaire under the contract and the amount by which the Security Deposit shall get diminished will be made good immediately by the

Signature of the Bidder with Official Seal



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Successful bidder/ Concessionaire by submitting additional BG for the shortfall amount in the same manner as aforesaid until the security deposit is restored to its full limit mentioned above.

- ii) However, at the time of renewal of the earlier furnished Bank Guarantee (BG), i.e., upon completion of eighteen (18) months from the BG issuance date, all shortfall BGs shall be consolidated with the original BG and reinstated as a single BG for the full initial amount as specified in the tender document.
- iii) The Company shall have the full right to forfeit and appropriate the security deposit on breach of any of the terms and conditions laid down herein or will be applicable in future, without prejudice to the rights of the Company or otherwise available under the law.
- iv) Any dues of the Company against the Successful bidder/ Concessionaire under the contract resulting from award of work to some other agency at the risk and cost of the Successful bidder/ Concessionaire shall be adjustable against the security deposit and if SD is insufficient, the same shall be recovered from the Successful bidder/ Concessionaire.
- v) In case of termination of the contract by the Successful bidder/ Concessionaire, the Company shall have the right to forfeit the Security Deposit. The Security Deposit will be forfeited and credited to HCL's account in the event of a breach of contract by the Successful bidder/ Concessionaire.

### **11) PERFORMANCE EVALUATION:**

Based on the rated production achieved by the party the performance for extension of contract shall be evaluated

### **12) PARALLEL CONTRACT and RISK & COST**

- 12.1 The company reserves the right to award parallel contracts in case of unsatisfactory performance of the Successful bidder/ Concessionaire at their risk and cost.
- 12.2 In case the Successful bidder/ Concessionaire fails to execute the work as per the terms & conditions of the awarded work order after start of work, the Company reserves the right to award the balance work at his Risk & Cost.
- 12.3 In case the bidder backs out after the bid opening in single bid or after the opening of Techno-Commercial bid/Price bid in two bid system, the bidder may be disqualified from bidding for any HCL Tender for a period of one year (1 year) from the date of backing out of the bidder from the tender.
- 12.4 In case the Successful bidder/ Concessionaire fails to start the work after award of work order within time frame stipulated in the work order, the bidder may be disqualified from bidding for any HCL Tender for a period of two year (2 years) from the date of award of the work order along with other administrative measures as may be decided by the company including debarment/banning/holiday listing etc.

### **13) SUB-CONTRACTS**

- 13.1 A minimum of following activities shall be performed by SUCCESSFUL BIDDER/ CONCESSIONAIRE
  - Procurement of Raw Material
  - Planning
  - Project Management
  - Commissioning

Signature of the Bidder with Official Seal





- 13.2 However, the SUCCESSFUL BIDDER/ CONCESSIONAIRE after obtaining approval/intimation from/to HCL Unit management may engage specialised agencies to carry out the works at site. The SUCCESSFUL BIDDER/ CONCESSIONAIRE shall submit the details of subcontractors for such jobs with their competency, resourcefulness and proven track record for the specialised jobs sub contracted.
- 13.3 The approval of sub-contracting a job to an agency does not relieve the responsibility from its obligations and liabilities under the contract including timely completion of job with desired quality as per terms and conditions of the contract.
- 13.4 In such event, the SUCCESSFUL BIDDER/ CONCESSIONAIRE shall take full control of their subcontractors' performance and shall be responsible to provide all technical, financial and infrastructure support as required from time to time for the best interest of the project irrespective of the fact that such provision is within or not in the scope of the contractor after sub subcontracting it to their subcontractor.
- 13.5 SUCCESSFUL BIDDER/ CONCESSIONAIRE shall not outsource/sub-contract any part of the work to any other bidders or their consortium, who take part in this tendering process.
- 13.6 The BIDDER/CONCESSIONAIRE shall at all times remain solely responsible and liable for all acts, omissions, and other failures of any of its employees, personnel, or other persons that it subcontracts any of its obligations hereunder and any actions on the part of such person shall be attributable to the SUCCESSFUL BIDDER/ CONCESSIONAIRE.
- 13.7 The SUCCESSFUL BIDDER/ CONCESSIONAIRE/CONCESSIONAIRE shall at all times ensure that its subbidder/concessionaires comply with all Applicable Laws including industrial relations, safety, wages, pension, Provident Fund, Bonus, environmental, etc. issues/compliances as per all applicable laws and acts. For the avoidance of doubt, it is clarified that any and all subcontracting activities shall be in compliance with the Contract Labour (Regulation and Abolition) Act, 1970 along with any amendment/substitution thereof or any other applicable law. In this regard, the BIDDER/CONCESSIONAIRE agrees to indemnify and hold harmless HCL against any claims, costs, expenses, damages and charges levied or incurred by HCL in relation to any non-compliance by the BIDDER/CONCESSIONAIRE or any of its subbidder/concessionaires, of any provision of the Contract Labour (Regulation and Abolition) Act, 1970 or any other applicable law read along with any amendment/substitutions thereof.
- 13.8 In the event that the BIDDER/CONCESSIONAIRE appoints a subbidder/concessionaire with intimation to HCL, the BIDDER/CONCESSIONAIRE shall continue to be solely responsible for all its obligations. HCL shall interact only with the BIDDER/CONCESSIONAIRE for all matters related to the performance of this Agreement. HCL, if the situation so warrants, under emergency conditions, and in the event HCL, acting reasonably, believes that any act or omission is or potentially may result in (a) the commission of an illegal act; (b) safety or environmental issues relating to the Project; may interact, instruct and direct the sub-bidder/concessionaires and the BIDDER/CONCESSIONAIRE shall ensure that the sub-bidder/concessionaires are required to follow all such directions of the HCL. HCL shall at all times keep the BIDDER/CONCESSIONAIRE informed of any such direct interactions with the sub-bidder/concessionaires. It is clarified that such direct interactions will not absolve the BIDDER/CONCESSIONAIRE from its responsibilities and obligations specified in the Agreement. Further any direction, instruction given to the sub-bidder/concessionaire shall be complied by the BIDDER/CONCESSIONAIRE as if directly given to the BIDDER/CONCESSIONAIRE.





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- 13.9 The BIDDER/CONCESSIONAIRE shall, in the event of any industrial disputes, labour unrests etc. involving the BIDDER/CONCESSIONAIRE's workforce on the Site (but not the HCL's employees), ensure that the continuous performance of the plant is not affected.

**14) PRICE VARIATION (Not Applicable for tender)**

**15) OPTION CLAUSE: (Not Applicable)**

**16) LOSSES & DAMAGES**

In case of loss or damage to existing assets during operation, the Bidder shall bear the cost of Restoring or replace the assets to original condition, or Indemnify HCL to the full extent of loss.

**17) To be executed by the bidder at site:**

17.1 All payment to be made to the contract labour shall be paid through bank account only and the bank statement is to be submitted along with the bill. Cash payment will not be allowed under any circumstance. The Bidder/concessionaire shall submit bank statements in support of such payment immediately on remittance of the funds. In case of any cash payment of wages due to any unforeseen reason, the same has to be made in the presence of an authorized representative of the Company as per the Contract Labour (Regulation and Abolition) Act, 1970 and Rules, framed there under. Any registers or documents as per Labour Laws shall be compulsorily maintained by the bidder/concessionaire, which should be available at all times.

17.2 The payment of wages should be made to the labours deployed positively within 10<sup>th</sup> day of the succeeding month for which the wages are payable. Wage period shall be from 1st day of the month to the last day of the month. The Bidder/concessionaire shall distribute wage slips to the deployed labours as per Contract Labour (Regulation & Abolition) Central Rules 1971.

17.3 All labour related payment, PF, wage, overtime etc. shall be completely complied by the Bidder as per prevailing and updated govt. rules and regulations.

**18 CENTRAL & STATE GOVT. RULES & REGULATIONS**

The Bidder/concessionaire shall abide by all the Acts and Regulations, of Central and State Govt. and Rules framed there under from time to time and also be responsible for any compensation / claim/ penalty payable as a consequence due to any accident / default or any other reasons whatsoever.

**The bidder shall, at all times, comply with all and any Applicable laws, acts, rules, regulations read along with any amendment/substitutions of Centre and State during the contract period but not limited to below mentioned**

The bidder/concessionaire shall comply with all Labour Laws governing the workmen engaged by directly or through a sub-bidder/concessionaire (if terms & condition allow for sub contract) and implement the provision of Contract Labour (Regulation and Abolition) Act 1970, Employee's Provident Funds and Miscellaneous Provisions Act 1952, Mines Act 1952, Factories Act, 1948, Industrial Disputes Act 1947, Minimum Wages Act 1948, Payment of Bonus Act 1965, Payment of Wages Act 1936, Payment of Gratuity Act 1972, Employee's Compensation Act 1923, Equal





#### **NIT-Revenue Sharing Model at GCP**

Remuneration Act 1976, Motor Transport Workers Act 1961, Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017, Industrial Relations Code 2020, Industrial Relation Code (Central) Rules, 2025, Code on Social Security 2020, Social Security Code (Central) Rules, 2025, Code on Wages 2019, Wages (Central) Rules 2025, Occupational Safety, Health and Working Conditions Code Rules 2020, Occupational Safety, Health and Working Conditions Code (Central) Rules 2025 etc. and all other Acts, laws, applicable Rules and regulations read along with any amendment/substitutions of Centre and State framed there under and also provisions of any other acts, rules, laws, regulations as may be applicable to the Owner's premises or his workmen.

The bidder/concessionaire shall comply with the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and the relevant schemes and all other laws of the land application to the employees of the Bidder/concessionaire (including sub-bidder/concessionaire, if terms & condition allow for subcontract).

Any compliance of PF, Pension, Wages, Arrear etc. to be done by the bidder and proper documents of same shall be kept in records for showing to govt authorities as and when required.

#### **19 SECURITY REGULATIONS**

Bidder/concessionaire shall engage and responsible for the deployment of security personnel and security arrangements of the plant during the contract period.

#### **20 INDEMINITY**

The Bidder/ Concessionaire will indemnify, defend, save and hold harmless HCL and its officers, servants, agents, Government Instrumentalities and HCL owned and/or controlled entities/enterprises, (the "HCL Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach or default by the Bidder/ Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services to HCL or from any negligence of the Bidder/ Concessionaire under any contract or tort or on any other ground whatsoever.

The Bidder/ Concessionaire shall fully indemnify, hold harmless and defend HCL and HCL Persons from and against any and all loss and/or damages arising out of or with respect to:

- (a) failure of the Bidder/ Concessionaire to comply with Applicable Laws and Applicable Permits;
- (b) payment of Taxes required to be made by the Bidder/ Concessionaire in respect of the income or other Taxes of the Bidder's/ Concessionaire's Bidder/concessionaires, suppliers and representatives;
- (c) non-payment of amounts due as a result of materials or services furnished to the Bidder/ Concessionaire or any of its Bidder/concessionaires which are payable by the Bidder/ Concessionaire or any of its Bidder/concessionaires;
- (d) Any act or omission which results in the breach of the Consent to operate and other statutory or regulatory norms/ documents.
- (e) The Bidder/ Concessionaire shall at all times indemnify HCL against all claims, damages, compensation etc. that might become payable under the said Employees' Provident Funds and Miscellaneous Provisions Act 1952 and Employee's Compensation Act 1923 and all other labour,





#### **NIT-Revenue Sharing Model at GCP**

industrial and other laws of the land applicable to the employees and labours engaged by the bidder/concessionaire (Including sub-bidder/concessionaire, if the terms & conditions allow).

- 17.1 (f) The Bidder/ Concessionaire shall at all times indemnify HCL against all claims, damages, compensation etc. that might arise out of Industrial Relations Code 2020, Industrial Relation Code (Central) Rules, 2025, Code on Social Security 2020, Social Security Code (Central) Rules 2025, Code on Wages 2019, Wages (Central) Rules 2025, Occupational Safety, Health and Working Conditions Code Rules 2020, Occupational Safety, Health and Working Conditions Code (Central) Rules 2025 etc. or any Applicable laws, acts, rules, regulations read along with any amendment/substitutions thereof of Centre and State during the contract period.

(g) The Bidder/ Concessionaire shall, at all times, comply with all and any Applicable act, rules or laws read along with any amendment/substitutions of Centre and State during the contract period.

Without limiting the generality of the provisions of this Clause No. 20 the Bidder/ Concessionaire shall fully indemnify, hold harmless and defend HCL Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which HCL Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other Intellectual Property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Bidder/ Concessionaire or by the Bidder's/ Concessionaire's Bidder/concessionaires in performing the Bidder's/ Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Bidder/ Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Mines, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Bidder/ Concessionaire shall promptly make every reasonable effort to secure for HCL a license, at no cost to HCL, authorizing continued use of the infringing work. If the Bidder/ Concessionaire is unable to secure such license within a reasonable time, the Bidder/ Concessionaire shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process or modify the same so that it becomes non-infringing.

#### **21 MEDICAL TREATMENT**

- a. First-aid facility in case of injury at work site will be provided by the bidder/concessionaire.
- b. For all other treatment / medical expenditure, it will be the responsibility of the bidder/concessionaire. The charges of such medical treatment will be borne by the bidder/concessionaire in addition to the various provisions under the Employees Compensation Act, 1923 (as amended up to date or any substitution).
- c. The bidder/concessionaire shall not engage any child Labour in any work.
- d. The bidder/concessionaire shall promptly and full comply with relevant Applicable Laws and other statutory directions and provide sanitary and medical requirements, prescribed by law for proper work, safety and health of the employees.

Signature of the Bidder with Official Seal





#### **NIT-Revenue Sharing Model at GCP**

- e. If any doctor, medical personnel, para medical staff, medical equipment, ambulance, medicine or any other medical facility is required is in scope of bidder.
- f. The bidder/concessionaire shall intimate the report of accident, if any occurring in the course of scope of employment within one hour from the occurrence of accident to reporting Officer In- Charge / Engineer In - Charge.
- g. All disputes, litigations, unrest/strike related to manpower deployment by the party is to be resolved by the bidder.

## **22 STATUTORY OBLIGATIONS**

- a. The bidder/concessionaire shall have to comply all rules and regulation under Factories Act, and acts related to Leave with wages, Health & Safety etc., and various States/ Central Govt. Acts etc. applicable from time to time while working in concerned Plant areas. The said provisions are illustrative only and not exhaustive. The bidder/concessionaire will ensure all safety measures during the operations. The bidder/concessionaire will be solely responsible for all consequences arising out of and during operation of the contract including payments/ compensation etc. to be made under the various statutes/ acts of State or Central Govt. etc. issued there under.
- b. The bidder/concessionaire shall maintain and produce relevant record as per the provisions of the aforesaid act, rules and instructions, on demand from statutory authorities or from the authorized concerning officers of the company and shall also file returns/reports to concerned statutory authorities and any failure on the part of the bidder/concessionaire in this regard will be deemed as violation of the contract.
- c. Persons engaged by the bidder/concessionaire in connection with the performance of the contract, shall be employees of the bidder/concessionaire and there shall be NO Employee and Employer relation between the labour engaged by the bidder/concessionaire and HCL and if any claim shall be lodged against the Principal Employer in respect of non-payment of wages etc. of any description, due from the bidder/concessionaire in the discharge of his duties to his employees, such amount shall be borne by bidder/concessionaire.
- d. The bidder/concessionaire shall not at any time do, cause or permit any nuisance on site or do anything which shall cause unnecessary disturbance or inconvenience to owner and to the general public.
- e. The deployment of manpower Highly Skilled, Semi-Skilled, Skilled, unskilled, officers, executives is in scope of bidder. The Bidder/concessionaire shall be responsible for his workmen, to take attendance of labour, to disburse payment of wages and to do such things as are necessary to maintain discipline among labours. The Bidder/concessionaire shall have the sole discretion to decide on engaging, rewarding or terminating the services of his workmen. HCL has nothing to do in this regard. It is the total responsibility of the bidder.
- f. The Bidder/concessionaire shall observe all provisions of the Factories Act and rules there under (as the case may be), including in respect of Working hours, Holidays, Rest intervals, spread over, Annual Leave with Wages and Over-time to his Contract Labour. All payments, as due and admissible under the law in this respect shall be his sole responsibility.
- g. Bidder/concessionaire shall have to pay all statutory settlement dues like Retrenchment benefits, notice period pay and Gratuity etc. as per applicable labour laws to the eligible manpower engaged by him.

Signature of the Bidder with Official Seal



#### **NIT -Revenue Sharing Model at GCP**

- h. Bidder/concessionaire will provide canteen facility and all other welfare facilities like Rest rooms, washrooms, Drinking water, conservancy and First Aid etc. as per rules under Mines Act / Factories Act / Contract Labour (Regulation and Abolition) Act etc., as applicable to his workmen / labours.

#### **23 MEDICAL EXAMINATION**

All persons to be employed by the bidder/concessionaire shall be medically fit; their medical examination shall be in the scope of the bidder

#### **24 INCOME TAX/GST, etc.**

Applicable taxes at source shall be deducted by the successful bidder/concessionaire as required under relevant statutes.

- a. The Bidder shall, at its own cost and responsibility, obtain and maintain a valid **Goods and Services Tax (GST) registration** for operations at the Gujarat Copper Plant (GCP) and shall ensure that all business transactions relating to procurement, services, and sale of products from the Plant are undertaken under such registration.
- b. Successful bidder/Concessionaire to ensure all the GST compliances

#### **25 JURISDICTION**

The Legal Jurisdiction shall be courts of **Bharuch** only.

#### **26 HCL'S DISCRETION**

HCL reserves the right to reject any or all the tenders without assigning any reasons whatsoever.

#### **27 SAFETY**

The responsibility of providing safety items and safety of labour lies with the Bidder/concessionaire. Bidder/concessionaire shall have to provide safety appliances keeping in view of working at height, high temperature, acidic environment and dusty environment such as safety belts/full body harness, safety helmet, safety ladders, safety net, safety shoes, Gum boots, Helmets, hand gloves and safety goggles, masks etc. and any other safety item required for safe execution of job shall be in the bidder/concessionaire's scope. for safe working as per Factory Act, rules and regulations to every person employed under him.

The bidder/concessionaire is bound to follow safety rules as per Factory Act, rules and regulations and should always be updated with the norms.

#### **28 RECOVERY OF SUM DUE (not applicable)**

#### **29 ABSOLUTE INTEGRITY OF THE CONTRACT (To be followed by Bidder during entire contract period)**

The Bidder/concessionaire and his persons shall maintain absolute integrity in carrying out the work, and in case of any act detrimental to the interest of Company (including theft of Company's property by the bidder/concessionaire or any of their persons, the contract shall be liable for suspension/termination without any notice and the balance work shall be executed through alternate sources at the risk & cost of the bidder/concessionaire. In the event of such





### **NIT-Revenue Sharing Model at GCP**

suspension/termination of the work, the bidder/concessionaire shall not raise any claim for the period of suspension/termination, nor shall the company be liable to pay for it.

### **30 Force Majeure Events**

If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of war, act of hostility of public enemy, civil disruption or sabotage, fires, floods, explosions, epidemics' quarantine restrictions, state wide strikes/lock-outs or acts of God (here-in-after referred as to events)' provided notice of the happening of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall, by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non - performance or delay in performance/execution under the contract. Provided also that such performance/execution under the contract should commence as soon as practicable, after such event has come to an end or ceased to exist, and the decision of HCL as to whether the performance has been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part or any execution under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may opt to terminate the contract. If the contract is terminated under this clause, HCL shall have liberty to take over ' from the contractor at a reasonable price, all unused, undamaged and acceptable materials, machinery, equipments, etc at the site, being used for the performance in of the contract and the possession of the contractor at the time of such termination of such portion thereof as HCL may deem it fit, except such materials, equipments, etc that the contractor may with the concurrence of HCL elect to retain. It is also understood in addition that this force Majeure clause will cover parties' inability to perform on account of change in law or imposition of rules or restrictions by the Government.

### **31 Termination by HCL**

**HCL shall have the right to terminate the Agreement, in whole or in part, under the following circumstances:**

- In the event the performance of the successful bidder / Concessionaire is found to be unsatisfactory, inadequate, or non-performing against the agreed performance parameters. If the successful bidder / Concessionaire fails to comply with, or maintain, any of its obligations as stipulated under the scope of work, term sheet, tender conditions, or any other contractual document forming part of the Agreement.
- At HCL's sole discretion, if termination is considered necessary for any reason in the interest of the Plant, the Concessionaire, or HCL, including operational, commercial, regulatory, or strategic considerations.
- In case the successful bidder / Concessionaire fails to remit HCL's revenue share, fees, or any other payments due under the Agreement within the prescribed timelines.

### **32 Termination due to Events of Default**

- i) If HCL decides to terminate this contract, it shall in the first instance issue Preliminary Notice to the Contractor. Within 15 days of receipt of the Preliminary Notice, the Contractor shall submit to



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HCL in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Contractor's Proposal to Rectify"). In case of non-submission of the Contractor's Proposal to Rectify within the said period of fifteen (15) days, HCL shall be entitled to terminate this Contract by issuing Termination Notice, and to appropriate the Security Deposit, if subsisting.

- ii) If the Contractor's Proposal to Rectify is submitted within the period stipulated thereof, the Contractor shall have to its disposal a further period of fifteen (15) days to remedy / cure the underlying Event of Default. If, however the Contractor fails to remedy/cure the underlying Event of Default within the stated period, HCL shall be entitled to terminate this Contract, and to appropriate the Security Deposit, if subsisting.

## **33 Termination Payment**

### **a) Concessionaire Default**

The calculations below are applicable for termination payments as the case maybe:

In case of Concessionaire default before COD:

Payment = Net Realizable Value (NRV) or Actual Cost, whichever is lower, for assets owned by the concessionaire,

In case of concessionaire default after COD:

Payment = Applicable WDV of the assets as per the Income Tax Act for assets owned by the concessionaire, plus Net Realizable value of the copper material at the GCP unit (only for copper material under process). Stock of raw material and finished products if any shall be handed over to the bidder and no payment for the same will be made.

At termination, HCL shall adjust the security deposit against the recovery from the bidder.

### **b) HCL Default**

Upon Termination on account of HCL default, HCL shall pay to the Concessionaire, by way of Termination Payment, an amount equal to:

- (a) Debt Due; and
- (b) 100% (one hundred per cent) of the Adjusted Equity.
- (c) Net Realizable value of the copper material at the GCP unit (only for copper material under process). Stock of raw material and finished products if any shall be handed over to the bidder and no payment for the same will be made.

Net remittance shall be made after adjusting for any pending obligations/ liability of the bidder. HCL shall adjust the security deposit against the recovery from the bidder.

## **34 Arbitration**

Any dispute(s) of difference(s) **not more than one crore** of any kind whatsoever arising between the parties out of, or relating to the construction, meaning, scope, operation or effect of the contract or its validity or its breach thereof, if not settled mutually, shall be referred by the parties to this contract for

Signature of the Bidder with Official Seal





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Arbitration under the Arbitration and conciliation Act, 1996 and any amendments thereof, and the provisions there under, and the award made in pursuance thereof shall be binding on the parties.

- The Arbitrator will be appointed within 30 days of reference to the arbitration. A sole Arbitrator will be appointed by the mutual consent of the parties to the contract, who according to Arbitration and conciliation Act, 1996 and any amendments thereof, will not stand in conflict of interest with any of the organizations. A declaration to the effect shall be submitted by the Arbitrator, to guarantee impartiality in the proceedings.
- In the event of such an arbitrator to whom the matter is originally referred, being transferred or has vacated his office because of retirement, or resignation or otherwise or refuses to act or is incapable of acting for any reason whatsoever, the appointment of arbitrator in his place will be done by mutual consent of the Parties to the Contract, who again would not stand in any conflict of interest with both the parties such person(s) shall be entitled to proceed from the stage at which his predecessor left it.
- The duration of proceedings and the fee structure will be governed by the 1996 Act, and any amendments thereof. The venue of the arbitration shall be GCP. The award of the arbitrator shall be final and binding on the parties.
- Any dispute, which arises at any point of time out of arbitration, shall have the jurisdiction of the court of Bharuch.
- Subject to the above, the provision of Arbitration and conciliation Act, 1996 and the rules there under and the statutory modifications thereof shall govern such arbitration proceedings and shall be deemed to apply and be incorporated in this contract.
- Disputes which are not covered under clause Arbitration above shall be referred to the Commercial Courts as per The Commercial Courts Act, 2015.

### **35 Amicable Resolution**

Save where expressly stated to the contrary in this Contract, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Contract including disputes, if any, with regard to any acts, decision or opinion of the Engineer-in-Charge and so notified in writing by either Party to the other (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in Article 4.(b) below.

Either Party may require such Dispute to be referred to the work in charge of HCL and the Contractor for amicable settlement. Upon such reference, the two shall meet at the earliest as per their mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within fifteen (15) days of such meeting, either party may refer the Dispute in accordance with the provisions of Article 4.(c)below.

In the event that any Dispute has not been resolved as per the provisions of Article 4. (b) above, the same shall be referred to the director or a person of equivalent designation, of HCL and the Contractor for amicable settlement. upon such reference, the two shall meet at the earliest as per their mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within fifteen (15) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Article 36. below.



**36 Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD)**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Contract(S) between Central Public Sector (CPSEs)/Port Trust inter se and also between CPSEs and Government Departments/Organizations/State Governments/State PSUs/Public Authority/University under Central & State Government (excluding disputes concerning Railways, Income –Tax, Customs & Excise Department), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE (GM)/FTS-1835 DATED 22-05-2018 and DPE OM dt. 25-07-2024 DPE-05/0002/2023-AMRCD.

**37 GST COMPLIANCE BY BIDDER/CONCESSIONAIRE**

- GST will be paid successful bidder / Concessionaire (if applicable) on the invoices raised by HCL.
  - HCL shall deposit the GST collected with the Government in accordance with the statutory provisions of the GST Law.
  - Further, the successful bidder/concessionaire agrees that he shall maintain high GST compliance rating track record at any given point of time and consents to the following:
- a) The details of outward supplies made by the successful bidder/concessionaire will be uploaded in Form GSTR-1 by 11th of the month following the month/quarter for which the return is to be filed.
  - b) Once bidder/concessionaire has uploaded the details of outward supplies in Form GSTR- 1, bidder/concessionaire agrees to file the return in Form GSTR-3B by 20th of the month succeeding the month/quarter for which return is to be filed without any delay.
  - c) Wherever bidder/concessionaire is required to issue e-invoice containing all the particulars as specified in Form GST INV-01 in terms of Rule 48(4) of the CGST Rules, it is agreed that bidder/concessionaire will comply with such e-invoicing requirements.

The bidder should submit the Self Declaration in their Letterhead regarding filing of Income Tax Return, specimen Format provided at Annexure-VII with corresponding Income Tax Return (latest) of two Years.

HCL management shall immediately be informed in case of any change in the members of the firm/ company or its address or in case of any merger.

**38 NIL CONSIDERATION**

‘NIL’ charges/ consideration/nil quoted in any item in price bid shall be treated as unresponsive and will not be considered.

- 39 The work during its progress can also be inspected by the Chief Technical examiner/Technical Examiner of Central Vigilance Commission or by an officer of Vigilance cell of HCL independently ab initio/ on behalf of the Engineer-in-Charge.





- 40 **GeM Registration:**  
All the bidders are requested to get themselves registered in the GeM Platform for future compliance. The successful bidder has to submit GeM seller ID as per OM No. 6/9/2020-PPD Dated: 24th. August, 2020 of Ministry of Finance, Government of India and revision if any.
1. **GeM registration procedure :** To participate in this e- Auction, the Bidders should get registered on GEM Portal via link <https://forwardauction.gem.gov.in/eprocure/bidder-registration> to obtain the username & password. In case of any queries relating to registration and participation, bidder may send the same by e-mail to [helpdesk-gem@gov.in](mailto:helpdesk-gem@gov.in) or may contact GeM Team on phone no. **1800-419-3436 & 1800-102-3436**. For more details user may visit training module on GeM portal [https://gem.gov.in/training/training\\_module](https://gem.gov.in/training/training_module)
  2. **Methodology for the tendering process :-**  
The determination of the H1 bidder shall be carried out through an e-auction process. Bidders shall be required to quote a revenue-sharing percentage higher than the minimum reserve percentage prescribed for the entire contract period.  
  
The minimum bid increment shall be 0.25%, as specified in the Auction Notice. Bidders shall revise their bids only in the prescribed increment, with reference to the prevailing highest (H1) bid during the e-auction.  
  
The e-auction shall be conducted in auto-extension mode with unlimited extensions. The auction shall be deemed closed upon non-receipt of any further bids before the scheduled closing date and time, including during any extended period.
  3. The H1 bidder shall be liable to pay the applicable GeM transaction charges.
- 41 The Special Terms & Conditions mentioned shall supersede, the General Terms & Conditions of the NIT.
- 42 **All changes in the NIT including the extension of date of opening etc., if any, would be posted on the website of the company "[www.hindustancopper.com](http://www.hindustancopper.com)" and/or on GeM Portal, the prospective bidders should keep in touch with the GeM Portal for updates before submitting their bids.**
- 43 Tender shall be evaluated on H-1 basis as the jobs/operation of GCP plant are to be carried out through a single source to ensure proper co-ordination continuity of job involving Scope of Work & Terms and Conditions of the NIT.
- 44 **Integrity Pact**  
a. The Bidder shall sign an integrity pact and attach the same with his Bid. The format for the integrity pact is provided in Section 12.15. of this Tender 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.



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- b.** The Bidder (s)/Bidder/concessionaire (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.....
- c.** The current Independent External Monitor of Integrity Pact in HCL are:
- Smt. Rajni Sekhri Sibal- rajnisekhrisibal@gmail.com
  - Shri Sachchida Nand Agrawal snagrawal2021@gmail.com,  
sn\_agrawal59@outlook.com

Deputy General Manager (M&C)  
Hindustan Copper Limited





(To be submitted on Company's Letterhead)

**Company Profile**

| <b>S.No</b>                                                                                                                                                                                                                                                                                                                                                               | <b>Description</b>                                                                             | <b>Details</b>                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| 1.                                                                                                                                                                                                                                                                                                                                                                        | Name & address of the Agency with Phone No/ Fax/email                                          |                                                              |
| 2.                                                                                                                                                                                                                                                                                                                                                                        | Name of contact person with phone/cell no.                                                     |                                                              |
| 3.                                                                                                                                                                                                                                                                                                                                                                        | Status of the Firm (Proprietorship / Partnership / Company) Please attach documents in support |                                                              |
|                                                                                                                                                                                                                                                                                                                                                                           | a) Name of Directors / Partners                                                                |                                                              |
|                                                                                                                                                                                                                                                                                                                                                                           | b) Year of Establishment                                                                       |                                                              |
|                                                                                                                                                                                                                                                                                                                                                                           | c) Details of infrastructure and network                                                       |                                                              |
| 4.                                                                                                                                                                                                                                                                                                                                                                        | Income Tax PAN number                                                                          |                                                              |
| 5.                                                                                                                                                                                                                                                                                                                                                                        | GST No.                                                                                        |                                                              |
| 6.                                                                                                                                                                                                                                                                                                                                                                        | P.F. Registration No.                                                                          |                                                              |
| 7.                                                                                                                                                                                                                                                                                                                                                                        | Name of the contact person and his/her office/residence phone no. & mobile no.                 |                                                              |
| 9.                                                                                                                                                                                                                                                                                                                                                                        | Any other information useful for consideration                                                 |                                                              |
| <p>I/We confirm that I/We have carefully read the terms and conditions of the tender and that the information furnished above is correct to the best of my/our knowledge. I/We agree to comply with all conditions stipulated in the bid documents without any deviation. I/We have furnished/attached all required documents along with this Technical bid document.</p> |                                                                                                |                                                              |
| Place: _____<br>Date: _____                                                                                                                                                                                                                                                                                                                                               |                                                                                                | Signature: _____<br>Name: _____<br>_____<br>(Seal of Office) |



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**Annexure-III**

(To be submitted on Company's Letterhead)

**SELF-DECLARATION REGARDING BLACK/HOLIDAY LISTING**

I /We Proprietor / Partner (s) / Director (s) of M/s .....hereby declare that the firm / company namely M/S. .... has not been black/holiday listed or debarred in the past by any organization from taking part in Government tenders.

Or

I / We proprietor / partner (s) / Director (s) of M/s..... hereby declare that the firm/ company namely M/S..... was black/holiday listed or debarred by any Government Department from taking part in Government tenders for a period of .....years w.e.f. .... The period is over on ..... and now the firm/ company is entitled to take part in Government tender. In case the above information is found false, I/ we are fully aware that the tender/ contract will be rejected / cancelled by HCL and earnest money / EMD shall be forfeited. In addition to the above HCL will not be responsible to pay the bills for non-access.

-Signature of the Bidder with Official Seal

-Date:





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**Annexure-IV**

(To be submitted on Company's Letterhead)

**No near relative certificate**

Date:

To,  
The Deputy General Manager (M&C)  
Hindustan Copper Limited,  
Tamra Bhavan, 1, Ashutosh Chowdhury Avenue,  
Kolkata 700019

**Sub: No near relative certificate**

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work from the website(s) namely: gem.gov.in as per your advertisement given in the above-mentioned website(s).
2. I/We do hereby declare that we are not relative of any Director of Hindustan Copper Ltd or any of his relative is a partner.
3. In our firm there is no Partner who is director of Hindustan Copper Ltd or any of his relative is a partner.
4. We declare that none of our relative is working as an "EMPLOYEE" in the Corporation.
5. I/We have not engaged any person(s) of doubtful antecedent and if any such person (s) found by management I/We am/are agreeing for punishment as deemed fit by management.

Yours Faithfully,

-Signature of the Bidder with Official Seal

-Date:



**NIT -Revenue Sharing Model at GCP**

**Annexure-V**

>>To be printed **on your** letter head and to be signed with seal<<

To,  
The Deputy General Manager(M&C)  
Hindustan Copper Limited,  
Tamra Bhavan, 1, Ashutosh Chowdhury Avenue,  
Kolkata 700019

**Subject – Declaration with respect of filling of Income tax return**

Sir/Madam,

Following is the Declaration with respect to filing of Income tax return

1. **Name of the Assesse:**
2. **PAN of the Assesse:**
3. **Following income Tax return filing information for last two years.**

| S. No | Particulars                                                  | Previous Year 2024-25<br>(A.Y. 2025-26 ) | Previous Year 2023-24<br>(A.Y. 2024-25) |
|-------|--------------------------------------------------------------|------------------------------------------|-----------------------------------------|
| 1     | Filling of Income tax return                                 |                                          |                                         |
| 2     | Date of Filling Return                                       |                                          |                                         |
| 3     | Acknowledgement Number                                       |                                          |                                         |
| 4     | Aggregate of TDS and TCS is INR 50,000 or more in each year. |                                          |                                         |

**Enclosure: Acknowledgement Copies of ITR for AY 2024-25 & 2025-26. Kindly provide details for PY 22-23 if return not filled for PY 24-25 as per the applicable revised due date as per the notification of Income tax department.**

I/ we hereby certify that the declaration made above is true and correct.

-Signature of the Bidder with Official Seal





**NIT -Revenue Sharing Model at GCP**

**Annexure-VI**

**(To be submitted on Company's Letterhead)**

**Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs),  
2017.**

Date: \_\_\_\_\_

1. "I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder \_\_\_\_\_ is / are **(Kindly tick the applicable option)**

a) Not from such a country and eligible to be considered for this tender.

OR

b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

-Signature of the Bidder with Official Seal

-Date:



**NIT -Revenue Sharing Model at GCP**

**Annexure-VII**

**No Claim Certificate**

(On Bidder Company Letterhead)

Date.....

To,

The Authorized Officer of Procuring Entity

Sub: Contract Agreement/P.O. No.....Dated..... for the supply/execution of.....

We have received the sum of Rs ..... (Rupees ..... only) in full and final settlement of all payments due to us for the supply/execution of .....under the abovementioned contract agreement, between us and HCL. We hereby unconditionally and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, on any account, against HCL, against aforesaid contract agreement executed by us.

We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any kind/description whatsoever; regarding the amounts worked out as payable to us and received by us. And that we shall continue to be bound by the terms and conditions of the contract agreement.

Yours faithfully,

Signature of Bidder/concessionaire or his authorized representative

Name of the Signatory :.....

Name and seal of the Company .....





**NIT -Revenue Sharing Model at GCP**

**Annexure - VIII**

(To be submitted on Company's Letterhead)

**SITE VISIT CERTIFICATE**

This is to certify that:

I/We, \_\_\_\_\_ (name of Firm/Agency or his representative), in connection with the **Bid No. XXX** for the **"Restarting of GCP operations on Revenue Sharing Model at GCP"** having visited and assessed the site and its surroundings to assess quantum of job & any other relevant information required by them to execute complete scope of work. We have obtained all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies etc.) which may influence or affect their tender prices. We have examined the site of the works specified in the said Memorandum, understood the complete NIT, and acquired all requisite information related thereto that may affect this tender.

I/We hereby agree to abide by and fulfill the terms and conditions of the said tender.

Signature of Bidder with seal: \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of Address of Company: \_\_\_\_\_

**Signature and Stamp of HCL/GCP Representative**

Note:

1. This form shall be completed only at the time of the visit to the site where the works are to be carried out.
2. This form should be signed and sealed by both the party and the HCL representative. Else, it will not be considered as valid site visit document.



**NIT -Revenue Sharing Model at GCP**

**Annexure IX**

**(To be submitted on Letter head / emblem)  
BIDDER DECLARATION REGARDING LAND BORDER SHARING**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that M/s \_\_\_\_\_ is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that M/s \_\_\_\_\_ fulfills all requirements in this regard and is eligible to be considered.  
{Where applicable, evidence of valid registration by the Competent Authority has been attached.}

Date:

Signature:

Place:

Stamp/Seal:





## **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 Smt. Rajni Sekhri Sibal-rajnisekhrisibal@gmail.com and Shri Sachchida Nand Agrawal- snagrawal2021@gmail.com, sn\_agrawal59@outlook.com as Independent External Monitors (IEMs), who will monitor the tender Process and the execution of the Contract for compliance with the principles mentioned above.

### **Section I – Commitments of the Principal**



### **NIT -Revenue Sharing Model at GCP**

- (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



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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**

**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.**

- a. 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 subbidder/concessionaires 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



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("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 subbidder/concessionaires. 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.





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**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)

(Office Seal)

\_\_\_\_\_  
(For & On behalf of the Bidder)

(Office Seal)

Witness 1:

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_



# **NIT -Revenue Sharing Model at GCP**

## **Annexure-XI**

### **To be submitted in Duplicate MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET (For NEFT/RTGS/IMPS facility)**

To:  
Hindustan Copper Limited,  
Tamra Bhavan, 1, Ashutosh Chowdhury Avenue,  
Kolkata 700019

Dear Sir,

Sub: Authorization for release of payment due from HCL,.....through Electronic fund transfer RTGS.(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of the Party: .....  
2. Address of the Party: .....  
City.....Pin Code.....PAN No.....  
e-mail ID.....

3. Particulars of Bank:

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

4. Date from which the mandate should be effective:

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

Signature of the Party/Authorized Signatory

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

Bank's Stamp:

(Signature of the Authorized Official from the Banks)





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**Annexure-XII**

**PROFORMA OF BANK GUARANTEE TOWARDS SECURITY DEPOSIT**  
(On Non-judicial stamp paper of Rs.300/- or of appropriate value)

To:

Hindustan Copper Limited,  
Tamra Bhavan, 1, Ashutosh Chowdhury Avenue,  
Kolkata 700019

Dear Sir,

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

1. We-----hereby agree and undertake that if in your opinion any default is made by the said M/s.-----in performing any of the terms and/or conditions of the agreement or if in your opinion he commits any breach of agreement or there is any demand by you against the said M/s.-----then on notice to us by you we shall on demand without demur and without reference to the said M/s.-----immediately pay to you, in any manner in which you may direct, the said amount of Rs.-----only (Rupees-----only) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against the said M/s.-----and we shall be liable to pay the aforesaid amount as and when demanded by you merely on a claim being raised by you and even before any legal proceedings are taken against the said M/s.-----.

2. You will have full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s.-----and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s.-----which under law relating to sureties would but for the provision have the effect of releasing us.

3. Your right to recover the said sum of Rs.-----only (Rupees-----from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s.-----and/or that any dispute or disputes are pending before any officer, tribunal or court.

4. Our guarantee herein contained shall not be determined or affected by the liquidation or winding up of dissolution or change or constitution or in solvency of the said M/s.-----



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

5. Our liability under this guarantee is restricted to Rs. -----only (Rupees-----only). Our guarantee shall be valid upto----- and we are liable to pay the guaranteed amount or any part thereof under the Bank Guarantee only and only if you serve upon us a claim or demand or a suit/action to enforce a claim under guarantee is filed against us on or before-----

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

Yours faithfully,

-----

-----

----- Bank

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





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**Annexure - XIII**

**PROFORMA OF AGREEMENT**

**(On Non-Judicial Stamp Paper of Appropriate Value)**

CONTRACT AGREEMENT FOR \_\_\_\_\_ DATED.....20\_\_\_\_  
(TWO THOUSAND AND \_\_\_\_\_) BETWEEN M/s .....the town of  
..... hereinafter called the "BIDDER/CONCESSIONAIRE" (which term shall unless  
excluded by or repugnant to the subject or context include its successors and permitted assignees) of the  
one part the Hindustan Copper Limited, hereinafter called the "Owner" (which term shall unless excluded  
by or repugnant to the subject or context include its successors and assignees) of the other part.

**WHERE AS:**

A. The Owner being desirous of having provided and executed certain works mentioned  
enumerated or referred to in the tender documents including Short Tender Notice, General Tender Notice,  
General Condition of the Contract, Special Condition of the Contract, Specifications, Drawings, Plans,  
Time Schedule of Completion of Jobs, agreed variations, other documents as called for Tender.

B. The Bidder/concessionaire has inspected the site and Surrounding of the work specified in the  
tender documents and has satisfied himself by careful examination before submitting his tender as to the  
nature of the surface, strata, soil, sub-soil and ground, the form and nature and of the site and local  
conditions, the quantities, nature and magnitude of the work, the availability of labour and materials  
necessary for execution of work, the means of access to site, the supply of power and water thereto and  
the accommodation he may require and has made local and independent enquiries and obtained complete  
information as to the matters and things referred to, or implied in the tender document or having any  
connection therewith, and has considered the nature and extent of all probable and possible situations,  
delays, hindrances or interferences to or with the execution and completion of the work to be carried out  
under the contract and has examined and considered all other matters, conditions & things and probable  
and possible contingencies, and generally all the matters incidental thereto and ancillary thereof affecting  
the execution and completion of work and which might have influenced him in making his tender.

C. The Notice Inviting Tender, General Conditions of Contract, Special Condition of the Contract,  
General obligations, specifications, Drawings, Plans, Time Schedule of Completion of Jobs. Letter of  
acceptance of tender and any statement of agreed variations with its enclosures, copies for which are  
thereto annexed form part of this contract through separately set out herein and are included in the  
expressions "CONTRACT" wherever herein used.

**AND WHEREAS**

The Owner accepted the Tender of the contract for the provision and the execution of the said  
work at the rates stated in the Schedule of Quantities of works and finally approved by Owner (hereinafter  
called the "Schedule or Rates") upon the terms and subject to conditions of the Contract.

NOW this agreement witnessed, and it is hereby agreed and declared as follows:

1 In consideration of the payment to be made to the bidder/concessionaire for the work to be  
executed by him the bidder/concessionaire hereby covenants with the Owner that the  
bidder/concessionaire shall and will duly provide, execute and complete the said works and shall do and  
perform and all other acts and things in the contract mentioned or described or which are to be implied  
there from or may be reasonably necessary for the completion of said works and at the said times and in  
the manner subject to the terms and conditions or stipulations mentioned in the contract.

2 In consideration of the due provision of the said work the owner does there by agree with  
the bidder/concessionaire that the Owner will pay to the bidder/concessionaire the respective amount for



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the work actually done by him and approved by the owner at the Schedule Rates and such other sum payable to the bidder/concessionaire under provision of contract, such payment to be made at such time in such manner as provided for in the contract.

AND

3 In consideration of the due provision, execution and completion of the said works the bidder/concessionaire does hereby agrees to pay such sum as may be due to the Owner for the services rendered by the Owner to the bidder/concessionaire, such as power supply, water supply and others as set for in the said contract and such other sums as may become payable to the Owner towards the controlled items of consumable materials or towards loss, damage to the owner's equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the contract.

It is specifically and distinctly understood and agreed between the Owner and the bidder/concessionaire that the bidder/concessionaire shall have no right, title or interest in the site made available by the Owner for execution of the work or in the building, structures or works executed on the said site by the bidder/concessionaire or in the goods, articles, materials, etc. brought on the said site (unless and the same specifically belongs to the bidder/concessionaire) and the bidder/concessionaire shall not have or deemed to have any lien whatsoever charge of unpaid bills nor will be entitled to assume or retain possession or control of the site or structures and the owner shall have an absolute and unfettered right to take full possession of the site and to remove the bidder/concessionaire, his servants, agents and materials belonging to the bidder/concessionaire and laying on the site.

The bidder/concessionaire shall be allowed to visit the Job Execution Site as a bidder/concessionaire and he shall not have any claim, right, title or interest in the site or the structures erected thereon, and the Owner shall have been entitled to cancel such license at any time without assigning any reason.

In witness whereof the parties have executed these present in the day and the year first above written.

Signed and delivered for and on  
behalf of Hindustan Copper Limited.

Signed and delivered for and on  
behalf of Bidder/concessionaire

DATE.....

DATE.....

PLACE.....

PLACE.....

In presence of witnesses:

1.-----

-----

2.-----

-----





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**Annexure XIV**

**PROFORMA OF BANK GUARANTEE FOR EMD  
(On non-judicial stamp paper of Rs.300/- )**

To  
Hindustan Copper Ltd.,  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

M/s. \_\_\_\_\_ upon being issued the tender document for --  
\_\_\_\_\_ under Tender No. \_\_\_\_\_  
\_\_\_\_\_ approached us with the request to furnish Hindustan Copper Limited at  
\_\_\_\_\_ a Bank Guarantee for Rs. \_\_\_\_\_ only (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) towards Earnest Money Deposit. At their request and in consideration of the  
promises we \_\_\_\_\_ have agreed to  
give guarantee as hereinafter mentioned.

1. We \_\_\_\_\_ hereby agree and undertake that if in your  
opinion any default is made by the said M/s. \_\_\_\_\_ in performing any of the terms  
and/or conditions of the agreement or if in your opinion he commits any breach of agreement or  
there is any demand by you against the said M/s. \_\_\_\_\_ then on notice to us  
by you we shall on demand without demur and without reference to the said M/s. \_\_\_\_\_  
---immediately pay to you, in any manner in which you may direct, the said amount of Rs. \_\_\_\_\_  
\_\_\_\_\_ only (Rupees \_\_\_\_\_ only) or such portion thereof  
as may be demanded by you not exceeding the said sum and as you may from time to time  
require. Our liability to pay is not dependent or conditional on your proceeding against the said  
M/s. \_\_\_\_\_ and we shall be liable to pay the  
aforesaid amount as and when demanded by you merely on a claim being raised by you and even  
before any legal proceedings are taken against the said M/s. \_\_\_\_\_

2. You will have full liberty without reference to us and without affecting this guarantee, postpone  
for any time or from time to time the exercise of any of the powers and rights conferred on you  
under the contract with the said M/s. \_\_\_\_\_ and to enforce or to  
forbear from endorsing any power or rights or by reason of time being given to the said M/s. \_\_\_\_\_  
\_\_\_\_\_ which under law relating to sureties would but for the provision  
have the eff

ect of releasing us.

3. Your right to recover the said sum of Rs. \_\_\_\_\_ only (Rupees \_\_\_\_\_  
\_\_\_\_\_ from us in manner aforesaid will not be affected or suspended by reason of the  
fact that any dispute or disputes have been raised by the said M/s. \_\_\_\_\_  
- and/or that any dispute or disputes are pending before any officer, tribunal or court.

4. Our guarantee herein contained shall not be determined or affected by the liquidation or winding  
up of dissolution or change or constitution or in solvency of the said M/s. \_\_\_\_\_  
\_\_\_\_\_ but shall in all respects and for all purposes be binding and operative until payment of  
all money due to you in respect of such liability or liabilities.

5. Our liability under this guarantee is restricted to Rs. \_\_\_\_\_ only (Rupees \_\_\_\_\_  
\_\_\_\_\_ only). Our guarantee shall be valid upto \_\_\_\_\_ and we are liable to pay the  
guaranteed amount or any part thereof under the Bank Guarantee only and only if you serve upon  
us a claim or demand or a suit/action to enforce a claim under guarantee is filed against us on or  
before \_\_\_\_\_,

6. We have power to issue this guarantee in your favour under Memorandum and Articles of  
Association and the undersigned has full power to do under the power of attorney dated \_\_\_\_\_  
\_\_\_\_\_ granted to him by the Bank.

Yours faithfully,

\_\_\_\_\_  
Bank

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



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**Annexure XV**

**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 Rs. 300/-)

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,







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**Annexure -XVII**

**INDEMNITY BOND**

(on non-judicial stamp paper of Rs. 300/-)

This bond of Indemnity is made on dt.----- of -by. M/r----- of M/s ----- (hereinafter called "concessionaire" which expression shall include its successors and assigns in favor of M/s Hindustan Copper Limited, (hereinafter called the "Hindustan Copper Limited" which expression shall include its successors and assigns.

WHEREAS Hindustan Copper Limited has awarded to the concessionaire a contract of -----  
-----vide PPO No ----- Dt.-----Value of Rs.----- which has been unequivocally accepted by the concessionaire resulting in to a valid in Contract" (hereinafter called the said Contract)

WHEREAS in terms of Clause No.20 of Special Condition of Contract forming integral part of the said contract the concessionaire is required to obtain a license under the contract Labour (Regulation and Abolition Act) and produce a copy thereof to the Personnel and Administration Department through Engineer –In – Charge. For this Purpose, concessionaire is required to fill up Form "A" With biodata and submit the same to the Personnel and Administration Department through Engineer- In –Charge with his counter signature for the issue of Form –V. On the basis of which the respective labour department shall issue the requisite license to the concessionaire.

Whereas in terms of Provisions of clause No. 20 of General / Special condition of Contract forming integral part of the said Contract all Statutory obligations under applicable relevant labour enactments (including that of Provisions of EPF & Misc. Provisions Act 1952 and Employees' Pension Scheme Promulgated there Under) Pertaining to employment of contract labour by the contractor are to be complied with/ discharged mandatory by the contractor , and whereas the concessionaire has to keep HCL indemnified against all liabilities that may arise on account of any possible lapse on the part of the contractor in compliance of aforesaid / Provisions of law in respect of labour employed by him.

The concessionaire has agreed to execute an indemnity Bond in favor of HCL agreeing to indemnify HCL in respect thereof.

**NOW THEREFORE, THIS INDEMNITY BOND WITNESS AS FOLLOWS:**

The concessionaire hereby undertakes to indemnify and keep indemnified the HCL against all losses and claims or injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the execution of works and against all claims, demands, proceeding damages costs, charges and expenses whatsoever in respect of or in relation there to.

1. The concessionaire shall indemnify HCL against damages, or compensation under the Provisions of Payment of Wages Act, 1936. The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947. The Employees Provident Fund & Misc. Provision Act 1952 Including Employees' Pension Scheme 1995. The Contract Labour Regulation & Abolition Act 1970 or any modification thereof or any other applicable law relating thereof and also against of costs, Charges and expenses of any suit, action or proceedings arising out of the awarded work or against the principal Employer. Further without limiting obligation and liabilities Provided above the contractor shall also indemnify HCL against all claim damages or compensation payable under the workmen's compensation Act 1923.





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2. That is clearly understood and agreed by the concessionaire that non-observance of the obligations under the indemnity bond by the concessionaire shall inter alia constitute a criminal breach of trust on the part of the concessionaire and he shall be liable for all legal and penal consequences thereof.
3. The Bidder/ Concessionaire shall fully indemnify, hold harmless and defend HCL and HCL Persons from and against any and all loss and/or damages arising out of or with respect to:
  - (a) failure of the Bidder/ Concessionaire to comply with Applicable Laws and Applicable Permits;
  - (b) payment of Taxes required to be made by the Bidder/ Concessionaire in respect of the income or other Taxes of the Bidder's/ Concessionaire's Bidder/concessionaires, suppliers and representatives;
  - (c) non-payment of amounts due as a result of materials or services furnished to the Bidder/ Concessionaire or any of its Bidder/concessionaires which are payable by the Bidder/ Concessionaire or any of its Bidder/concessionaires;
  - (d) Any act or omission which results in the breach of the Consent to operate and other statutory or regulatory norms/ documents.
  - (e) The Bidder/ Concessionaire shall at all times indemnify HCL against all claims, damages, compensation etc. that might become payable under the said Employees' Provident Funds and Miscellaneous Provisions Act 1952 and Employee's Compensation Act 1923 and all other labour, industrial and other laws of the land applicable to the employees and labours engaged by the bidder/concessionaire (Including sub-bidder/concessionaire, if the terms & conditions allow).
- 17.2 The Bidder/ Concessionaire shall at all times indemnify HCL against all claims, damages, compensation etc. that might arise out of Industrial Relations Code 2020, Industrial Relation Code (Central) Rules, 2025, Code on Social Security 2020, Social Security Code (Central) Rules 2025, Code on Wages 2019, Wages (Central) Rules 2025, Occupational Safety, Health and Working Conditions Code Rules 2020, Occupational Safety, Health and Working Conditions Code (Central) Rules 2025 etc. or any Applicable laws, rules and regulations read along with any amendment/substitutions thereof of Centre and State during the contract period.

IN WITNESS THERE OF ----- the indemnifier has hereinto set its hand through its authorized on this day month and Year above Mentioned.

WITNESS: - For Hindustan Copper Limited

FOR AND BEHALF OF -----(Concessionaire)

Sign. -----

Name. -----

Address: -----



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### **Annexure XVIII**

#### **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 "Restarting, operation and maintenance of Gujarat Copper Project under revenue-sharing model," 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 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 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.





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## Annexure XIX

### **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 Restarting, operation and maintenance of Gujarat Copper Project under revenue-sharing model, at Jhagadia, Gujarat.

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)



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(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.





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**Annexure -XX**

**PRICE BID FORMAT – REVENUE SHARING MECHANISM**

**A. Defined Parameters**

**1. “Actual Sales (S)”**

Means the aggregate quantity of copper cathodes sold by the Concessionaire during a Financial Year (from 1st April to 31st March), measured in Metric Tonnes (MT).

**2. “Sales Price (P)”**

Means the price per Metric Tonne at which copper cathodes are sold during the relevant Financial Year, or the price determined in accordance with the invoicing formula prescribed by “HCL”, whichever is higher.

**3. “Gross Revenue (R)”**

Means the total revenue realized or deemed to have been realized by the Concessionaire during a Financial Year, expressed in INR Crore, and shall include, without limitation:

- (a) revenue from the sale of copper cathodes, computed as  $S \times P$ ; and
- (b) revenue from the sale or disposal of all by-products, scrap, and any other saleable outputs arising from the operations under the Agreement.

**B. Financial Quote by the Bidder**

**4. Revenue Share in Favour of HCL (A%)**

The Bidder shall irrevocably quote the percentage of Gross Revenue proposed to be shared with HCL.

**5. Revenue Share payable to HCL (A%): \_\_\_\_\_%**  
*(To be quoted by the Bidder in the Financial Bid)*

- 6. The percentage so quoted shall remain firm and binding. except as expressly provided in the Tender or the Agreement.

**C. Computation and Payment of HCL’s Revenue Share**

**7. HCL’s Revenue Share (B)**



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HCL's share of revenue payable for each Financial Year by the bidder shall be computed in accordance with the following formula:

$$\text{HCL's Revenue Share (B)} = A\% \times R$$

Where:

- A% means the Revenue Share percentage quoted by the Bidder; and
- R means Gross Revenue (INR Crore).

The bidder shall pay HCL's Revenue Share in the manner, frequency, and within the timelines specified under the Tender document/Agreement, without any set-off, deduction, or withholding, except as mandated by applicable law.

**Notes:**

1. The Bidder quoting the highest Revenue Share percentage (A%) shall be designated as the H1 Bidder, subject to its full compliance with the eligibility criteria, technical requirements, and commercial conditions set forth in the Tender Documents.
2. Minimum Guaranteed Payment Obligation: Notwithstanding anything to the contrary, in the event that Actual Sales during any Financial Year are lower than the quantity corresponding to the Minimum Guaranteed Quantity specified in the Tender Documents, the Concessionaire shall be obligated to pay HCL's Revenue Share on the basis of such Minimum Guaranteed Quantity and the applicable invoicing formula.
3. For the purposes of revenue sharing, the revenue computed on such Minimum Guaranteed Quantity shall be deemed to be Gross Revenue, and HCL's Revenue Share shall be calculated by applying the percentage (A%) quoted by the Bidder thereto.

Signature and stamp of Bidder

Place:





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**Annexure XXI**

**Glossary**

1. **Successful Bidder** means the bidder who, after evaluation of all bids in accordance with the terms and conditions of the Contract, has been declared successful by HCL and to whom the Letter of Award (LoA) has been issued, and who subsequently enters into the Contract with HCL.
2. **Concessionaire** - means the Successful Bidder who has entered into this Contract with HCL and has been granted the right to operate, manage, and/or utilize the Project/Plant in accordance with the terms and conditions of this Contract, where applicable.
3. **COD (Commercial operation date)** – As mentioned in Clause 15 of term sheet.
4. **LME** - means the London Metal Exchange, being the internationally recognized commodities exchange that publishes benchmark prices for base metals, including copper, which are used for pricing and settlement purposes under this Contract.
5. **LME Grade A** - means electrolytic copper cathodes conforming to the specifications prescribed by the London Metal Exchange for Grade A copper, with a minimum purity of 99.993% Cu, and acceptable for delivery and trading on the LME.
6. **Concession Period** - means the period commencing from the declaration of COD and continuing for the initial term specified herein, together with any approved extension thereof, during which the Concessionaire is granted the rights and obligations to operate, manage, and/or utilize the Plant/Project in accordance with the terms of this Contract.
7. **Invoicing Method** - means the methodology and formula specified in this tender for the calculation, raising, and settlement of invoices, including pricing parameters, benchmarks, exchange rates, adjustments, taxes, duties, and applicable charges, in accordance with the terms of this tender.
8. **Estimated Capex** - Means the indicative capital expenditure assessed by HCL for refurbishment, upgradation, modifications, and other capital works required for the Plant/Project.
9. **Revenue Share** - Means the percentage of Gross Revenue generated from the Project/Plant that is payable by the Successful Bidder/ Concessionaire to HCL, as specified in this Contract, calculated and remitted in accordance with the Invoicing Method and payment terms set forth herein.
10. **Minimum Guaranteed Payment (MGP)** - Means the minimum amount payable by the Concessionaire to HCL based on rated capacity and MGP formula, as specified in this Contract, irrespective of actual production, sales, or revenue, and payable in accordance with the tender condition during the concession period. MGP shall be calculated based on the methodology described in the tender.
11. **Future Capacity expansion** - Means any capital expenditure (CAPEX) proposed or undertaken for enhancing the capacity of the Plant beyond restoration of its existing rated capacity, and which is not part of the operational route proposed by HCL under this tender.



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12. **Proposed Invoice** - Means an interim invoice issued by HCL for a particular billing period in respect of the Concessionaire's production/sales, calculated on a provisional basis using scheduled or past data as applicable, and subject to subsequent reconciliation and adjustment against the final invoice for the month.
13. **Transition Period** - Means the last operational year of the Concession Period during which the Concessionaire and HCL jointly operate the Plant to facilitate an orderly and seamless transfer of operations to HCL upon expiry of the Contract.
14. **Battery Limit** - Means the defined physical boundary of the Plant or Project i.e. entire GCP premises as per Plant Layout Plan up to which the scope of work, responsibilities, and liabilities of the Concessionaire apply under the Contract.
15. **Reasonable Price** – means the WDV of the assets as per the Income Tax Act, 1961
16. **Debt Due** - "Debt Due" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date
  - (a) the principal amount of the debt provided by the lenders under the financing agreements/ financial arrangement for financing the capital expenditure required for refurbishment and restoration of the plant (the "principal") but excluding any part of the principal that had fallen due for repayment two years prior to the Transfer Date;
  - (b) All accrued interest, financing fees and charges payable under the financing agreements/ financial arrangement on, or in respect of, the debt referred to in Sub-clause (a) above until the transfer date but excluding (i) any interest, fees or charges that had fallen due one year prior to the transfer date, (ii) any penal interest or charges payable to lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to HCL default; and
17. **Adjusted Equity** - "Adjusted Equity" means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in WPI, and for any Reference Date occurring:
  - (a) The Adjusted Equity shall be a sum equal to the equity funded in Indian Rupees and expended on the Project, revised to the extent of variation in WPI occurring between the first day of the month of equity infusion date and Reference Date.





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Additional documents required:

- For the PQC criteria:
  1. Certified True copy of OEM documents establishing the capacity of the plant/unit, any other technical report prepared for submission to bank or any other statutory authority certified by bidder's CEO/Director Technical or equivalent
  2. Copy of work orders, contracts, annual reports, statutory filings, production report or certificates issued by clients or statutory authorities certified by Statutory Auditor
  3. GST return indicating sales quantity or other equivalent documents as may be required under the Tender Documents certified by Statutory Auditor.
  4. The foreign company shall also submit documents evidencing a direct nexus between the foreign company and the Indian Entity, such as documents relating to equity subscription, capital infusion, or any other equivalent documentary evidence acceptable to HCL.
  5. Foreign company shall submit a declaration clearly stating its intention to participate in the tender process. The declaration shall confirm that the foreign company is participating in the tender through the Indian entity.
  6. All the bidder shall submit its brief profile as part of the Tender Documents. In case of a consortium, brief profiles of all consortium members shall be submitted.
  7. In case of participation by a foreign company through an Indian bidder, the bidder shall submit the profiles of both the foreign company and the Indian bidder, along with details of the nature of the relationship between the two entities.
  8. The bidder shall submit existing list of GST registration along with active indirect tax litigations and a declaration that no dues are pending to the Government.
  9. All the bidder (incl. foreign company) shall submit other relevant statutory documents like certificate of incorporation, copy of PAN, GST registration or equivalent document etc. certified by the CEO or equivalent official of the organization.