



# ODISHA MINING CORPORATION LIMITED (A GOLD CATEGORY STATE PSU)

(A Government of Odisha Undertaking)

**REQUEST FOR QUALIFICATION (RFQ)** 

**FOR** 

**SELECTION OF A CONTRACTOR** 

**FOR** 

OPERATION, REPAIR AND MAINTENANCE OF BOTH THE CHROME ORE BENEFICIATION PLANTS (COBPs), TAILING POND AND ETP OF OMC AT SOUTH KALIAPANI MINES IN THE DISTRICT OF JAJPUR, ODISHA

RFQ No. 11/OMC/e-PROC/Proj/22

07.04.2022

ODISHA MINING CORPORATION LTD.
(A Government of Odisha Undertaking)
OMC House, Bhubaneswar, Odisha, India -751001

# Contents

SL No	Contents	Page No
1	Data Sheet	4
2	Disclaimer	5
3	Definitions and Interpretations	8
4	Odisha Mining Corporation-A Background	10
5	Objective	10
6	Project Description	10
	General	10
	Present Status	11
	Scope of Work and Major Provisions	12
	Term of the Contract	17
	Mode of Contracting	17
	Modality of Payment	17
7	Bidding Schedule	18
8	Description of the Selection Process	20
0	Selection Process	20
		20
	Stage I: Identification of Qualified Bidder through RFQ	
	Stage II: Identification of Shortlisted Bidder through RFP	21
	Stage III: Identification of Selected Bidder through Evaluation of Financial Proposal.	21
9	Eligibility Criteria	22
	Eligibility Criteria	22
	Eligibility Criteria in case of Consortium	22

	Qualification Routes	24
	Evaluation Methodology of RFQ	25
10	Instruction to Bidders	26
11	Other Information	33
12	Dispute Resolution	34
12	Table of Enclosures	35
13	Annexure-1: Checklist for Bidders	36
14	Annexure-2: Format for Covering Letter	39
15	Annexure-3A:Format for Eligibility Criteria (I)	42
16	Annexure-3B:Format for Eligibility Criteria(II)	45
17	Annexure-4: Letter of Submission of Supporting Documents	47
18	Annexure-5: Memorandum of Understanding (MoU)	49
19	Annexure-6: Format for Notarized Power of Attorney for the Lead-Member of the Consortium	51
20	Annexure-7: Format for Notarized Power of Attorney for Signing of Bid	54
21	Annexure-8: Format for Affidavit	56
21	Annexure-9: Integrity Pact	58
22	Annexure-10A: List of Major Equipment at Existing COBP	62
23	Annexure-10B: List of Major Equipment at New COBP	64

#### 1 DATA SHEET

1	Work name	Selection of a Contractor for Operation, Repair and Maintenance of both the Chrome Ore Beneficiation Plants, Tailing Pond and ETP of OMC at South Kaliapani Mines in the district of Jajpur, Odisha (through etendering)
2	Nodal Officer	Shri Laxmikanta Prusty , Chief General Manager (Projects) OMC House, Bhubaneswar- 751001 Email- <a href="mailto:lkprusty@odishamining.in">lkprusty@odishamining.in</a> Contact-9937178848
3	Type of Proposal	RFQ Proposal with all the Documents mentioned in Annexure-1
4	Validity of Proposal	3 (Three) Months (90 Days) from the date of submission
5	Availability of RFQ Document on the e- tendering portal of Government of Odisha	Date: 07.04.2022; Time: 5:00 PM.
6	Last date for sending queries to OMC	Date: 13.04.2022; Time: 5:00 PM Hours; queries may be sent by email to lkprusty@odishamining.in
7	Issue of responses to clarifications, addendum/corrigendum, if required	Date: 16.04.2022; Time: 5:00 PM
8	Bid Due Date	Date: 19.04.2022, Time: 5:00 PM
9	Opening of RFQ Proposal	Date: 20.04.2023; Time: 11:00 AM
10	RFQ Paper Fee (non- refundable) excluding GST	Free of Cost

All other details can be seen from the Tender Document available on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) and on the website of OMC (www.omcltd.in). OMC reserves the right to reject any or all bids without assigning any reason thereof.

#### 2 DISCLAIMER

- 1. This Request for Qualification("RFQ") is neither an agreement nor an offer by OMC to the prospective Bidders or any third party. The purpose of this RFQ is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this RFQ.
- 2. This RFQ includes statements, which reflect various assumptions and assessments arrived at by OMC in relation to operation of both the Chrome Ore Beneficiation Plants, Tailing Pond and ETP. Such assumptions, assessments and statements do not purport to contain all the information that a Bidder may require. This RFQ may not be appropriate for all persons, and it is not possible for OMC to consider the needs of each party who reads or uses this RFQ. The assumptions, assessments, statements, and information contained in the Bidding Documents may not be complete, accurate, adequate, or correct. Each Bidder must, therefore, conduct its own investigations and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFQ and obtain independent advice from appropriate sources.
- 3. Information provided in this RFQ to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 4. OMC, its employees, and their consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost, or expense which may arise from or be incurred or suffered in connection with this RFQ, or any matter deemed to form part of this RFQ or arising in any way in relation to this Bidding Process.
- 5. Neither OMC nor their employees or their consultants make any representation or warranty as to the accuracy; reliability or completeness of the information in this RFQ. OMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFQ.
- 6. The Bidder should confirm that the RFQ downloaded by them from the website is complete in all respects including all annexures and attachments. In the event the document or any part thereof is mutilated or missing, the Bidder shall notify OMC immediately at the following address:

#### **Nodal Officer-**

#### Shri Laxmikanta Prusty, Chief General Manager (Projects)

Odisha Mining Corporation Limited

(A Govt. of Odisha Undertaking)

OMC House

Bhubaneswar 751 001

Odisha, India

Phone No. 9937178848

E-Mail:lkprusty@odishamining.com

A copy of all communication should also be sent to:

#### **Director Technical (Project and Planning)**

Odisha Mining Corporation Limited

(A Govt. of Odisha Undertaking)

OMC House

Bhubaneswar 751 001

Odisha, India

Phone No. 9937013036

E-Mail: kshirod.brahma@odishamining.in

- 7. If no intimation is received within the last date for submission of queries, it shall be considered that the Bidding Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Bidding Documents.
- 8. No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain the complete set of Bidding Documents.
- 9. This RFQ and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder. This RFQ shall not be copied or distributed by the recipient to third parties (other than, to the extent required by Applicable Law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this RFQ). In the event after downloading of the RFQ, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this RFQ and the information contained herein

shall be always kept confidential by such party and its professional advisors.

- 10. OMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment, or assumptions contained in this RFQ at any time during the Bidding Process. All such changes shall be uploaded on the e-Tender website and the website of OMC. It is the duty of Bidders to visit the e-Tender website of Government of Odisha (www.tendersodisha.gov.in) regularly and keep themselves updated on the Bidding Process and any communication made in relation to the Bidding Process.
- 11. The Bidders or any third party shall not object to such changes/modifications/additions/ alterations as provided in Clause 10 above, explicitly, or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by OMC. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of OMC with respect to this RFQ.
- 12. OMC reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all the Bids at any stage of the Bidding Process without assigning any reasons. Further OMC reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the signing of the Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for OMC's action. Decision of OMC shall be final and binding in this regard.
- 13. The Bidder shall not make any public announcements with respect to the Bidding Process, this RFQ and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this RFQ shall be made exclusively by OMC. Any breach by the Bidder of this Clause shall be deemed to be in non-compliance with the terms and conditions of this RFQ and shall render the Bid liable for rejection. OMC's decision in this regard shall be final and binding on the Bidder.
- 14. The Bidder shall bear all its costs associated with or relating to the preparation and submission its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and OMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
- 15. By responding to the RFQ, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the RFQ. The Bidder hereby expressly waives all claims in respect thereof.
- 16. The Bid is not transferable.

#### 3. DEFINITIONS AND INTERPRETATIONS

- 3.1 "Authorized Representative and Signatory":- Each bidder shall designate one person ("Authorized Representative and Signatory") authorized to represent the Bidder in all matters pertaining to its proposal (against RFQ and/or RFP). This Designated person should hold the the power of attorney duly authorizing him/her to perform all tasks including but not limited to sign and submit the proposal (against RFQ and/or RFP); to participate in all stages of the Bidding process; to conduct correspondence for and on behalf of the Bidder, and to execute the Project Agreement and any other documents required to give effect to the outcome of the Bidding process. The original power of attorney, duly notarized, in favour of the Authorized Representative and Signatory shall be enclosed by the Bidder along with the covering letter.
  - i) In case of a company: A copy of Board resolution, affixed with common seal of company, authorizing the issuer who issues power of attorney in favour of an employee (Authorized Representative and Authorized Signatory for bidding process and project as mentioned in this bid document) of the company shall be submitted along with the above-mentioned power of attorney.
  - ii) In case of a Registered Partnership Firm/LLP: the original notarized resolution signed by all partners for authorizing a partner as Authorized Representative and Authorized Signatory of the firm for the bidding process and project as mentioned in the bid document.
  - iii) In case of consortium: If the Lead Member is a company then (i) and if the Lead member is registered partnership firm/LLP then (ii) above.
- 3.2 "Bid Document": The Bid document comprises of definitions, rules of construction, description of the selection process, qualifying requirements and instruction to bidders, etc. made available to enable the Bidders to prepare their proposal at any stage of bidding process.
- 3.3 "Bidder": Bidder shall mean Bidding Company or a Bidding Consortium as defined in the subsequent paragraphs.
- 3.4 "Bidding Organisation": Bidding Organisation shall mean the single entity that has submitted a Proposal or Qualification in response to this document.
- 3.5 Forms of entities which are allowed for participation are:
  - i) A company as defined in Section 2(20) of the Companies Act 1956/2013 or
  - ii) A Partnership firm registered in India under the Partnerships Act 1932 or
  - iii) A LLP (Limited Liability Partnership ) firm registered in India under the Limited Liability Partnership Act,2008

- 3.6 "Bidding Consortium": If the Bid for the proposed project has been made by more than one entity (as provided in clause 3.5 above), then this group of entities is referred to as the Bidding Consortium. Bidding Consortium can be of maximum two members.
- 3.7 **"Financial Year"** shall mean the 12 month period corresponding to the audited financial statements.
- 3.8 "Lead Member of the Bidding Consortium": "Lead Member" in case of bidding consortium shall mean the member of the consortium who is so Designated by the Consortium Members and meets the whole financial criteria (Clause 9.1.b, 9.1.c and 9.1.d). Lead member shall be solely responsible and liable for all activities including financial, legal, environmental etc. as per the terms of the bid documents (RFQ bid document, RFP bid document and Contract) on behalf of the Bidding Consortium. The lead member shall sign the agreement with OMC.
- 3.9 **"Contractor"** would be the Bidder selected through bidding process. The Contractor shall include its legal representatives, successors, permitted assigns, employees, agents, consultants or sub-contractors.
- 3.10 "Net Worth" shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
- 3.11 "Turnover" shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013;
- 3.12 "QPs" shall be referred to as the RFQ Proposals/Bids or Qualification Proposals/Bids submitted by the Bidders.

#### 3.13 Rules of Construction

In this document, unless the context otherwise requires:

- a. Words imparting singular shall also include plural and vice-versa and any word defined in the singular shall have the corresponding meaning when used in the plural and vice-versa.
- b. The titles or headings in this Document are for convenience and ease of reference only and shall not be taken into account for the purpose of construction or interpretation of this Bid document.
- c. Any reference to "person" shall include companies, firms, corporations and associations, whether incorporated or not and shall include their respective successors in business and permitted assigns.
- d. A reference to any gender includes the other gender.
- e. Unless otherwise specified, a reference to a Section, Clause, Annexure, Schedule, Attachment or paragraph is a reference to a Section, Clause, Annexure, Schedule,

Attachment or paragraph of this Document.

#### 3.14 Governing Law and Jurisdiction

The document shall be governed by and interpreted in accordance with laws in force in India. All disputes arising from or in connection with the bidding process or this RFQ shall be resolved by reference to the exclusive jurisdiction of the courts in Bhubaneswar or to the writ jurisdiction of the High Court of Odisha, as relevant.

## 4. ODISHA MINING CORPORATION (OMC) - A BACKGROUND

Odisha Mining Corporation Limited (OMC) is an ISO 45001:2018, ISO 14001:2015 & 9001:2015 certified company which is also classified as a "Gold" Category State PSU" was incorporated 16th May 1956 and is a wholly owned corporation of Odisha Government. OMC is working with a prime objective of harnessing mineral wealth of the State of Odisha through exploration, extraction as well as value addition. The major minerals mined by OMC are chrome, iron and bauxite which cater to the requirement of Mineral based industries such as steel, sponge iron, pig iron, ferro-chrome, etc.

OMC has been growing steadily over these years and today it stands as the largest State PSU in the mining sector of the country. It recorded the highest turnover of INR 5587.09 Crore in FY 2020-21. As on date, OMC is a 100% debt-free company.

OMC is a pioneer and is well known for its all-round CSR practice & Sustainability. Recently, it has been awarded for its outstanding contribution and leadership role in CSR & Sustainability.

#### 5. OBJECTIVE

OMC has decided to select and engage a Contractor with adequate technical and financial strength and experience to operate, repair and maintain both the Chrome Ore Beneficiation Plants , Tailing Pond and ETP and deliver to OMC in accordance with the Agreement (to be executed) and accepted Standard Industry Practices.

With this Request for Qualification ("RFQ"), OMC seeks Qualification Proposal ("QP") from eligible bidders ("Bidders") to work as the Contractor and perform the indicative Scope of Work as described at Section 6.3 of the RFQ. The period of Contract shall be ten (10) years from the date of signing of the Contract.

#### **6 PROJECT DESCRIPTION**

#### 6.1 General

The information in this section is provided for the general guidance of the Bidders:

Owner and its registered office	Odisha Mining Corporation,	
	OMC House,	
	Po. Box no.34	
	Bhubaneswar 751 001	
	Odisha, India	
Project	Operation, Repair and Maintenance of both the Chrome Ore Beneficiation Plants (COBPs), Tailing Pond and ETP at South Kaliapani Mines.	
Location	South Kaliapani Mining lease area, of the Sukinda Chromite Valley in the district of Jajpur, Odisha.	
	Latitude: 210 03'North	
	Longitude: 850 48' East	
Contract Period	10 (Ten) Years	
Access to Plant	Road – NH-200 is 34 km from South Kaliapani, NH -5 is 65 kms from South Kaliapani, NH 203 is 18 Kms from South Kaliapani	
	Rail - Jajpur-Keonjhar Road (50 Kms from Site) , Tomka Railway	
	Station (25 kms from site)	
	AirPort – Nearest Airport is Bhubaneswar	
	Sea Port – Paradip/ Vishakhapatnam	

#### **6.2** Present Status

OMC has already initiated development work and the Project is in an advanced stage of development. The current status is given below;

Plant Area	Status
Existing COBP	Ready for Operation by Apr'22
New COBP	Planned for Erection & Commissioning in May'22
ЕТР	Job to be awarded
Tailing Pond	Construction in progress
	(1st Compartment to be ready by May'22)

#### 6.3 Scope of Work

The indicative Scope of Work to be undertaken by the Contractor shall include, among other things, the followings:

#### A) Existing COB Plant:

The Plant is designed to process feed material of 30-35% Cr2O3 to produce concentrates of 48-50% Cr2O3 with a yield of about 52%. The selected bidder will have to operate, repair & maintain the Existing COBP to feed 1.5 lakh (±10%) MT of Chrome Ore per annum including shifting of finished products from the Plant site to the stacking yard with blending, levelling, stacking and disposal of sludge or refuge to an earmarked place and re feeding of the unfinished spillage, if any. The list of major equipment in the Existing COBP is placed as Annexure – 10A. For this purpose, the scope of work will be as follows

- i. Transportation of ROM from different mines to the Plant Hopper/ Blending yard: The selected bidder will have to transport the Chrome Ore from the stack yard of quarries of South Kaliapani-D & F-Quarry, Kaliapani & Sukrangi Mines to blending yard with leveling and stacking including loading & unloading by their own matching fleet of Equipment and labourer, with proper weighment and record keeping. Chrome ore, so transported, will be analyzed by OMC for proper blending and grade assessment by OMC prior to feeding to Plant. ROM from the quarry of mines can also be fed directly to the Plant hopper under the supervision of OMC Plant In charge in case its grade is within 30-35% Cr2O3. The selected bidder must provide required manpower for the above purpose. Water sprinkling on haulage road on which transportation activities of feed materials is undertaken & within the plant premises for dust suppression will be the responsibility of the selected contractor.
- ii. Feeding of ROM to Plant including handling of oversize: Transportation of Ore from the blending yard to Plant site as per the instruction of the Plant in charge of OMC and feed it to the hopper including loading & unloading by their own matching fleet of Equipment and labourer, if any, with proper weighment and record keeping. Proper handling of +300mm ROM ore on the static grizzly will be the responsibility of the selected bidder. The bidder will have to provide necessary safety appliances to its workmen for this purpose. The feeding schedule during different quarters of a year will be intimated to the contractor.
- iii. Processing of feed ROM in the Plant to produce the concentrate: The selected bidder shall undertake the operation, repair, and Maintenance of the whole Plant to produce the desired concentrate. This would include the operation of the Feed crushing and grinding unit, storage unit, concentration Plant unit, dewatering and stockpiling unit along with the Tailing disposal and ETP unit. In other words, the process flow involving the operation of the different units along with their repair and Maintenance will be the prime responsibility of the selected bidder. The selected bidder will also be responsible to treat the tailing generated out of Plant operation for limiting hexavalent chromium within the specified tolerance limit by statutory authorities in the ETP proposed for construction. The selected bidder will have to provide manpower for operation & Maintenance of this unit.

- **iv. Transportation of finished product from Plant to stockyard:** This involves the responsibility of the selected bidder for the transportation of the finished products from the Plant stockpile to the Plant stock yard with proper weighment & record keeping.
- v. Re-feeding of spilled material to the hopper for processing: The selected bidder shall also undertake the responsibility of refeeding the spilled/unutilized semi-processed or unprocessed ROM material to the hopper for reprocessing in the Plant to produce concentrate.
- vi. Repair and Maintenance of the Equipment and machineries: The selected bidder will have to take up the Maintenance work as detailed below for trouble-free operation of the Plant, achievement of the targeted Quantity of Plant feeding and production of the desired grade and Quantity of concentrate. For carrying out the repair & Maintenance work of the Equipment, the selected bidder can utilize the workshop facilities available in the Plant which include Lathe, Hydraulic press, Shaper & Pedestal Grinding Machine etc.
  - a. Disassembly/assembly, repairing/overhauling testing, record keeping, site handling, cleaning, leveling, alignment, erection of all the reciprocating /rotary /static Equipment
  - b. Disassembly/assembly, repairing, fabrication, erection of ducting/piping of air/water/slurry, tanks, chutes, hopper, hoods etc. and any other structural work.
  - c. Disassembly, overhauling, assembly, installation of the Equipment such as reciprocating feeder/ vibrating grizzly/ hammer mill/ high pulse dust collector fans/table feeder/ rack & pinion gates/ wet vibrating screen/ rod mill/ hydro cyclone/Dorr clone battery/Hydrosizer/ jet sizer/Spiral concentrators/ air blower/ compressor/thickeners/fine & coarse filters/water pumps/slurry pumps/vacuum pumps/air driers/ hoists/cranes/E.T.P/Auto sampler etc.
  - d. Installation of conveyor belts including removal of old belts and making vulcanizing joints/fastener joints. The conveyor installation covers horizontal/ inclined conveyors and length ranging from 55m to 110m of 400mm and 500mm wide belt. Repair & Maintenance of drive arrangements and conveyor, mechanical & electrical work for all the belt conveyors.
  - e. Disassembly/assembly, cleaning, repair, replacement, change of oil/lubricant etc. in all drive arrangement installed for different Equipment in the Plant including switches etc.
  - f. Disassembly/assembly, cleaning, replacement, and repair of all electrical Equipment, motors, transformers, Control panels, M.C.C. etc.
  - g. The selected bidder will have to rewind the burnt motors at his own cost.
  - h. Rewinding of transformer will be done by Contractor. The selected bidder will have to provide necessary manpower as will be required from time to time.
  - i. Repair of of DG sets( available at inside the Plant & at quarry pump house) like engine, generator & fuel pump will be done by the selected bidder.
  - j. Replacement & charging of grinding media rods in Rod mill, fitting of new liners in Rod mill and repair/lining of chutes (steel/rubber). The job shall include
  - k. Shifting of rods from Central store to site and return of old damaged ones to OMC Store.
  - I. Removal of old liners & return of old liners to store as well as shifting of new liners from store to site and fitting of new liners with hardware etc.

- m. Repair of pipeline system: The work includes Transportation of pipes & ancillaries to erection site within 2Km from the Plant, prefabrication, fabrications, erections, alignment, joining, welding, and beltings of pipes of all sizes up to 300mm NB for the services like air, slurry & water lines etc. with complete fittings & fixing of supports etc.
- n. Disassembly/assembly including repair/overhauling, reinstallation of following water pumps/slurry pumps.
- 1. HDO slurry pumps 150M, 100M, 50M.
- 2. Ground water spillage pump Vasa G 120,320-50
- 3. Vasa 366-150, 302-50,161-25 pumps
- 4. Kirloskar DB 50/20, DB 40/20, DB 32/20, DB 50/26, DB
- 5. 150/32, DB 60/32, DB 80/16 pumps.
- 6. Kirloskar DSM-3&4-up-3 pumps.
- 7. Svedala slurry pumps.
- 8. Any other pumps not specified above.
- o. Housekeeping, cleaning of the Plant premises, and maintaining the records related to operation & Maintenance of the Plant.
- p. Operation, repair & Maintenance of pumps at quarry pump house.
- q. Operation, repair & Maintenance of workshop machinery.

Any other work not specifically mentioned above but incidental to the due performance/working of the COBP during the execution of work.

#### vii. Routine/Preventive/Breakdown Maintenance

- a. Such jobs including routine Maintenance/ preventive Maintenance /breakdown Maintenance either mechanical/electrical or any other jobs which are not covered above. The selected bidder shall be responsible for fault free operation of the entire Plant to achieve the target.
- b. The existing COB Plant has several process Equipment. Hence, besides taking up break down Maintenance work some routine and preventive Maintenance work are required. During such a period the Plant will be kept non-operational, and such shut down shall be planned and informed to the Contractor by the Plant-in-charge. During these shutdowns, the selected bidder must mobilize additional resources and man powers. Payment during such period will be made to the selected bidder as per the agreed rate against price schedule calculated on per day basis.
- c. The selected bidder shall also carry out any other associated work as may be assigned by OMC Ltd without any cost overrun. The selected bidder is bound to follow the Maintenance schedule as given by the Plant-in-charge.
- d. Execution of all above jobs will have to be carried out within the time schedule given by the Plant-in-charge. The Plant-in-charge while fixing the time for specific job will consider all aspects of job complexities and site difficulties associated with the job, based on experience of similar jobs at site. Decision of the Plant-in-charge will be final & binding.
- e. To undertake different repair & Maintenance work as per the instruction of OMC. For the same the agency must have general tools & tackles. However, OMC will provide any special kind of tools for specific purposes, if so required.

#### viii. Procurement of spares for the Plant Equipment and machineries

- a. Procurement of Spares for plant equipment and machineries shall be done by the Contractor from OEM/authorized dealers in consultation with OMC. The inventory of spares shall also be maintained by the Contractor.
- b. Cost of grease/lubricant for Plant machinery shall be borne by Contractor.
- c. In case of any damage to any machinery/Equipment due to faulty operation, the cost of spares, if required, shall be recovered from the contractor/selected bidder.
- d. Presently, OMC has some spares for maintenance/repair of the Existing COBP. Besides, some spares and capital equipment have been ordered by OMC which are expected to reach at site shortly. The selected contractor shall utilize these spares/equipment for repair and maintenance of the Plant and the Purchase cost of these items shall be recovered from the selected bidder.
- e. Similarly, OMC is under the process of installation of PLC for operation/control of the Plant. The PLC shall be installed by the selected agency, the cost of which shall be borne by OMC. However, the Selected bidder shall provide competent manpower for operation and maintenance of this PLC system.

#### B) New COB Plant.

The New COB Plant, which is adjacent to the existing COB Plant is likely to be commissioned within May 22. The selected bidder will be required to assist OMC during commissioning of the Plant and post commissioning operation of the Plant. Post commissioning the new bidder will be responsible for the Operation, Repair and Maintenance of the new COBP as per the revised criteria furnished by OMC. For this purpose the selected bidder will be required to provide manpower at an additional cost. This New COBP is of the same capacity as that of the old COB Plant i.e. 1.5 lakh tonnes of ROM per annum. However as the said Plant has not been put into operation, hence the yield, recovery & grade of both concentrate and tailing cannot be declared at present. Post the commissioning and initial operation test, the parameters regarding feed amount, grade and recovery will be intimated to the selected bidder for operating the Plant. The selected bidder must operate & maintain this Plant as per clause 6.3 A(i) to 6.3 A(viii) for the Existing COBP . However, payment for the same shall be made on manday basis for the actual number of man-days utilized for different category of manpower as detailed in the price schedule till performance of the Plant is established. After the performance of this Plant is established, the selected bidder will have to operate and maintain the Plant as per the established parameter. However, payment shall be made on per ton basis as per the price bid format. The list of major Equipment installed in the Plant is given in Annexure-10 B.

#### C) Tailing Disposal System, ETP and Tailing Pond.

a. Presently, to meet both the statutory requirement and process requirement, the tailing disposal system, Tailing pond construction work is in progress. The work for installation of ETP shall be taken up shortly. These sub-systems shall be treated as an integral part of both the old and the New COB Plants.

- b. The Contractor will be responsible for Operation, Repair and Maintenance of the Tailing Pond and ETP unit which will include recirculating the overflow water from Tailing Pond to ETP for reuse in the circuit and also for chemical treatment of hexavalent chromium in the ETP. He will also be responsible for reclamation of deposited tailing material from the Tailing pond and stacking it at the identified location at a distance of around 2-3 KM which will usually occur after 3.5 years of Plant Operation.
- c. It will be the responsibility of the bidder to pre check and inspect the Tailing disposal system, ETP and Tailing pond along with OMC before taking handover of the tailing pond and ETP from the Contractor as upon handover, it will be the sole responsibility of the selected bidder to run both the systems with the desired performance.
- d. However, after construction of ETP, the same shall be commissioned, operated, and maintained by the ETP Contractor for a period of one year from the date of commissioning by the ETP Construction Contractor. After completion of this one-year time, the ETP shall be handed over to the selected bidder for its operation and Maintenance.
- e. All spares and chemicals for operation of this ETP shall be procured by the bidder in consultation with OMC wherein before placing the order, OMC shall be a party for negotiation along with the selected bidder and O&M supplier.

#### D) Deployment of Qualified Manpower at Site

- a. The selected bidder will provide vide required no. of qualified Degree & Diploma Engineers, Supervisors and required no. of skilled, semi-skilled & un-skilled manpower of different category who will be trained by the contractor presently engaged for installation of the plant to make them familiar with the handling, operation and maintenance of different process equipment of the plant. However the exact requirement of manpower will be intimated to the selected bidder by the plant in-charge sufficiently ahead of such requirement.
- b. The Engineers & supervisors will be responsible for carrying out the instruction of the contractor presently engaged for construction, erection & commissioning of the plant under overall supervision of OMC official.

#### E) Power and Water Charges

a. All the charges towards Electrical power consumption related to the Operation, Repair and Maintenance of the Plants, Tailing Pond and ETP including the offices, canteen facilities, housing facilities at site required by the Contractor for execution of its services will be borne by the selected bidder. However, Electrical power consumed by OMC shall be metered separately, and payment to this account shall be borne by OMC.

- b. Statutory payments for consumption of above Electrical power shall be borne by OMC.
- c. All the charges towards Water consumption related to the Operation, Repair and Maintenance of the Plants, Tailing Pond and ETP and drinking facilities will be borne by the selected bidder.

#### 6.4 Term of the Contract

- a. OMC desires to select a competent party to be appointed as the Contractor for a period of 10 (Ten) years from the date of signing of Agreement which includes the Operation, Repair and Maintenance of the both the Chrome Ore Beneficiation Plants, Tailing Pond and ETP.
- b. The zero date or date of commencement of the Project shall be the date of signing of contract between OMC and the selected Contractor (Bidder or Consortium).

#### 6.5 Mode of Contracting

The contract shall be signed with the selected bidder as per the terms and conditions of the RFP document. OMC shall enter into a single contract covering the entire scope of work with the successful bidder. In case the successful bidder is a Consortium, the contract shall be signed with the lead member of the Consortium. However, the joint operating agreement/ consortium agreement between the members of the consortium shall be an integral part of the contract with OMC.

#### 6.6 Modality of Payment

The Payment along with Price Escalation terms shall be made specified in detail in the RFP document and shall be made progressively as per the terms and conditions of the RFP document to be issued subsequently to the eligible bidders. In case the successful bidder is a consortium, all payments shall be made directly to the Lead Member only.

# 7. Bidding Schedule

# 7.1 Schedule

SI.	Event	Date
1.	Publication of advertisement in newspapers	06.04.2022
2.	Availability of an Executive Summary and RFQ (Free of Cost) on the following websites:  i) OMC ( <a href="http://www.omcltd.in/">http://www.omcltd.in/</a> )  ii) E-Tender portal of Govt. of Odisha (GoO)  ( <a href="http://www.tendersodisha.gov.in/">http://www.tendersodisha.gov.in/</a> )	07.04.2022
3.	Start of registration of Bidders on website	07.04.2022
4.	Download of RFQ Documents	07.04.2022
5.	Duration of availability of RFQ bid document in website	07.04.2022, Time : 5:00 PM to 19.04.2022, Time : 5:00 PM
6.	Last Date of Sending Queries to OMC for clarifications	13.04.2022, Time : 5:00 PM
7.	Issue of Responses to Such Queries/ addendum/ corrigendum	16.04.2022, Time: 5:00 PM
8.	Last Date of receipt of RFQ bid document	19.04.2022 Time: 05:00 PM
9.	Date of Opening of RFQ proposals	20.04.2022 Time: 11:00 AM

10.	Issue of Draft RFP document to the eligible bidders	To be intimated separately
11.	Conduction of site-visit of the eligible bidders	To be intimated separately
12.	Last date of receipt of queries from eligible bidders with regard to  Draft RFP document	To be intimated separately
13.	Date of Pre-Bid meeting	To be intimated separately
14.	Issue of responses to Pre-Bid queries	To be intimated separately
15.	Issue of final RFP documents to the eligible bidders	To be intimated separately
16.	Bid Due Date with regard to RFP	To be intimated separately
17.	Opening of RFP Proposals	To be intimated separately
18.	Notification to the bidders Qualified through RFP evaluation process for opening of Financial Proposal.	To be intimated separately
19.	Date of Opening of Financial Proposal	To be intimated separately
20.	Issue of LOI to the preferred bidder as per the criteria of the RFP document.	To be intimated separately
21.	Submission of Performance Bank Guarantee as mentioned in the RFP document.	To be intimated separately
22.	Signing of the Agreement	To be intimated separately.

Any change to the above schedule shall be notified on the e-Tender portal of GoO website( www.tendersodisha.gov.in). Interested parties are advised to check the website regularly.

#### 7.2 Mode of Availability of the RFQ Bid Document

The RFQ bid document shall be available at OMC (<a href="https://www.omcltd.in/">https://www.omcltd.in/</a>) website (Read-Only) and GoO website (<a href="https://www.tendersodisha.gov.in/">https://www.tendersodisha.gov.in/</a>). The Bidders can download the RFQ bid document from the website free of cost .Any subsequent corrigendum/addendum, amendments and clarification issued by OMC shall also form an integral part of the RFQ bid document. The RFQ bid document should be signed on each page by the authorized signatory of the bidder for submission. OMC takes no responsibility for any delay, loss or non-receipt of the RFQ document submitted online.

#### 7.3 Validity of the Proposal

The RFQ proposal or Qualification Proposal submitted must remain valid for a period of three months or 90 days from the proposal submission date.

#### 8. DESCRIPTION OF THE SELECTION PROCESS

#### 8.1 Selection Process

The selection process consists of the following steps:

- (i) Stage-I: Identification of Qualified Bidders through Request for Qualification (RFQ).
- (ii) Stage-II: Identification of Shortlisted Bidders through Request for Proposal (RFP).
- (iii) <u>Stage-III: Identification of Selected Bidder through Evaluation of Financial Proposal</u>

  However, OMC may go for floating of RFP <u>through open tender</u> in e-procurement mode.

#### 8.1.1 Stage-I Identification of Qualified Bidders through RFQ Stage

- **a.** The Qualification Proposal (QP) submitted by the Bidder shall be scrutinized to establish "Responsiveness". Any of the following conditions may cause the QP to be deemed "Non-responsive" by OMC and thus not be taken up for QP evaluation.
  - i) QPs not received by the due date and time.
  - ii) Required information not submitted in the QP to be evaluated and/or information not submitted in specified formats.
  - iii) QP not signed by authorized signatory and / or sealed in the manner and to the extent indicated in this RFQ.
  - iv) QP not accompanied by proper authorisation in favour of authorised signatory for signing of QP.
  - v) QP not including the covering letter as per format provided;

- vi) QPs not including information as per format in Annexure from 1 to 9.
- vii) QPs having conflict of interest.
- b. The Bidders need to submit a RFQ proposal demonstrating their Technical and Financial capabilities
- c. The "responsive" RFQ proposals shall be evaluated to determine their compliance with the RFQ bid document requirements. For this purpose, OMC shall use the supporting documents and/or information available with or obtained by OMC.

#### 8.1.2 Stage-II: Identification of Shortlisted Bidders through RFP Stage

a. It has been envisaged that the bidders qualified in the RFQ process shall be considered to participate in the RFP process. However, OMC may go for floating of RFP through open tender in e-procurement mode

# 8.1.3 Stage-III: Identification of Selected Bidder through Evaluation of Financial Proposal Stage

a. The Bidders qualifying in RFP Stage shall be considered for Financial Proposal Evaluation Stage.

#### 8.2 Proposals Invited

- **8.2.1** The bidders are invited to submit proposals against Request for Qualification, as specified in this document for Selection of Contractor for Operation, Repair and Maintenance of both the Chrome Ore Beneficiation Plants (COBPs), Tailing Pond and ETP of OMC at South Kaliapani in the district of Jajpur, Odisha.
- **8.2.2** The bidders must familiarize themselves with local conditions and take them into account in preparing their Proposals at any stage. To obtain first-hand information on the proposed assignment and on the local conditions, bidders are encouraged to pay a visit to the mine site before submitting the Proposal.
- **8.2.3** Please note that (i) the costs of preparing the proposal and of negotiating the agreement , including visits to OMC, are not reimbursable; and (ii) OMC is not bound to accept any and/or all of the Proposals submitted by bidders without assigning any reasons thereof.
- **8.2.4** Bidder whose Contract/Agreement had been terminated within the preceding three years including the year in which the Tender/Bid is submitted owing to the fault of the Bidder as Contractors , shall be ineligible to Bid for this Tender/Contract and the Bid if submitted, shall be rejected summarily.
- **8.2.5** Provided, however, the above ineligibility shall not affect and disentitle a bidder from submitting the bid, if the termination of the Contract/Agreement or non-achievement of

the target specified above within the time frame indicated is not attributable to the said Bidder.

#### 9 ELIGIBILITY CRITERIA

The Bidders intending to participate and submit the QP should follow either of the two qualification routes mentioned in Clause 9.3 of this RFQ document.

- **9.1** Bidders should meet the following Eligibility Criteria in RFQ stage in order to be considered for the RFP stage of the Bidding Process.
  - a. The bidder must have experience in Operation, Repair & Maintenance of any Mineral Beneficiation Plant (experience in Coal Beneficiation shall also be considered) for a period of at least 2 (two) years during the immediately preceding five (5) years excluding current financial year.
  - b. The average annual Turnover of the Bidder, excluding turnover from trading activities, in any 3 (three) Financial Years out of the last 5 (five) immediately preceding Financial years excluding current financial year should be at least Rs 9,00,00,000/- (Rupees Nine Crores Only)
  - c. The Net Worth of the Bidder should be positive during the last three financial years i.e FY 2018-2019, FY 2019-2020 and FY 2020-2021, as per the audited balance sheets.
  - d. The solvency limit of the Bidder should be at least Rs 3,00,00,000/- (Rupees Three Crores Only). The solvency certificate to be furnished by Bidders in this regard should be from the banker(s) of the Bidder and should not be dated earlier than three months from the QP submission date.

#### 9.2 Eligibility Criteria in case of Consortium

- 9.2.1 In case of a Bidding Consortium, the Lead member shall fulfil whole of the eligibility criteria as mentioned under clause Clause 9.1.b, 9.1.c and 9.1.d on its own and all the members of the consortium (The Lead and Non-Lead Member) combined together shall meet the eligibility criteria mentioned under Clause 9.1.a.
- 9.2.2 The Non-Lead member shall be there to support the Lead-Member of the Consortium to meet the technical strength of the Consortium as per the eligibility criteria specified Clause 9.1.a.
- **9.2.3** The maximum number of members (including the Lead member) in the Consortium shall not exceed two.

#### Note to Clause 9.1 and 9.2.

i) The bidder must be a Company/LLP/Partnership or a Consortium as defined in

- Clause 3.4-3.6 of this RFQ document.
- ii) The last five (5) Financial Years to be considered by the Bidder should be FY 2016-2017, FY 2017-2018, FY 2018-2019, FY 2019-2020 and FY 2020-2021.
- iii) The documentary evidence for qualification (Eligibility criteria under Clause 9.1.a) should be enclosed with Annexure-3A as mentioned below.
  - 1. The bidders shall submit self-attested copies of the a) work order/Service Orders/Agreement containing the value of the service provided awarded for such work; b) completion certificate from their employer(s), regarding successful completion of Services.
  - 2. Contact details (name, designation, e-mail, phone number) of mine manager in respect of the mine of the Considered Mineral for which Operation Experience under Clause 9.1.a is claimed, and in case the Plant manager is not employed by the Plant owner, the Bidder shall share contact details of the authorized representative of the Plant owner, who is involved in monitoring the Plant operations on behalf of the Plant owner.
  - 3. The bidder should have valid EPF code number of its own and valid GSTIN certificate issued by GST authority & PAN issued by IT authority
  - 4. The bidder should have adequate fleet of machinery of his own/ at his command for smooth discharge of the work to cope-up with the desired level of output as per the requirement from time to time. To this effect the bidder has to produce a write-up on the type of machinery along with its number it intends to deploy and documentary evidence of either owning the equipment and /or of having entered into an agreement with any other agency for supply of required machinery
  - 5. The bidder should have valid labour license of its own
- iv) In case a Bidder (whether as a single Bidding Entity or as a member of a Bidding Consortium) is claiming mining experience where it is operating or has operated as part of a consortium or a joint venture, it shall also submit a notarized copy of the consortium agreement or joint venture agreement (as the case may be) in respect of the mine for which experience is claimed, which clearly spells out the extent of its ownership/ share in such consortium or joint venture, as reasonable claim for its qualification.
- v) The Bidder shall not have been declared ineligible or incompetent for participating in any tender by any competent court of law or forum. The bidder shall furnish an undertaking to the said effect (Annexure-8). In case it is not furnished the bid shall

be rejected.

- vi) The terms Net worth, Annual Turnover shall have the same meaning and definition as stated in Clause 3.10 and 3.11.
- vii) Where the financial statement is expressed in currency other than Indian Rupees, the amount as described above shall be computed by taking the equivalent amount at the exchange rates prevailing on the bid submission date as stipulated by Foreign Exchange Dealers Associations of India.
- viii) In support of the financial qualifications (Eligibility Criteria Under Clause 9.1.b, 9.1.c, 9.1.d) the bidders shall submit the following audited and self-attested documents along with Annexure-3B of this RFQ document.
  - 1. Audited standalone financial statements for the last 5 (five) Financial Years, i.e. FY 2016-2017, FY 2017-2018, FY 2018-2019, FY 2019-2020 and FY 2020-2021.
  - 2. Certificate from its statutory auditor certifying the Net Worth, Turnover for the last 3 (three) Financial Years, i.e. 2018-2019, 2019-2020 and 2020-2021
  - 3. Solvency certificate in original as set out in Clause 9.1.d hereof, issued by the Bidder's bank (which shall be a Public Sector Bank/scheduled commercial bank) and in case of extension of the Bid Due Date, Bidders would be required to furnish banker's certificate for solvency limit as per the extended Bid Due Date to meet the stipulated financial criteria, failing which such Technical Bid may not be considered by OMC for further evaluation.
  - 4. The bidders shall submit their proposal as per the format attached in Annexure 3B.
- ix) OMC may seek additional information for the objective evaluation of the proposals at any time during the bidding process.
- x) It is clarified that OMC reserves right to verify any document submitted by a Bidder and in case any certificate is found falsified/forged, OMC reserves right to disqualify and blacklist such Bidder from participating in any future tenders.

#### 9.3 Qualification Routes

The Bidder may seek qualification from only one route as mentioned below:

(a) Route A: Single Bidding Entity – Bidder should be a single corporate entity, being a company within the meaning of Companies Act, 1956/2013, or a registered Partnership Firm within the meaning of the Partnerships Act, 1932, or a Limited Liability Partnership firm within the meaning of the Limited Liability Partnership Act, 2008 in existence for at

- least 5\_(five) years prior to the date of advertisement of this RFQ, with its registered office within India, and the date as indicated in the Certificate of Incorporation shall be treated as the date of incorporation of the Bidder.
- (b) Route B: Bidding Consortium the members of the Bidding Consortium shall each be a company or within the meaning of the Companies Act, 1956/2013,or a registered Partnership Firm within the meaning of the Partnerships Act, 1932 or a Limited Liability Partnership firm within the meaning of the Limited Liability Partnership Act, 2008 in existence for at least 5 (five) years prior to the date of advertisement of this RFQ, with their respective registered offices within India, and the date as indicated in their respective Certificates of Incorporation shall be treated as the date of incorporation of the members of the Bidding Consortium.

#### 9.4 EVALUATION METHODOLOGY OF RFQ

#### 9.4.1 Methodology for Evaluating Qualifying Proposal

- a. The methodology for evaluating the technical and financial capabilities of the Bidding Organisation shall be carried out based on the procedure stated in subsequent paragraphs.
- b. A Bidding Organisation can bid as a Company/LLP/Partnership Firm or a Bidding Consortium as specified in Clause 9.3.
- c. In case of a Bidder being a Single entity, all the technical and financial eligibility criteria shall be met by itself. Bidder shall provide information in the formats attached with the document and they shall append required supporting documents with their RFQ proposal for evaluation.
- d. In case the Bidder is a Consortium, the qualifying criteria will be as mentioned in Clause 9.2. Bidder shall provide information in the formats attached with this document as **Annexure 1 to 9** and they shall append required supporting documents with their RFQ proposal for evaluation.
- e. In case the Bidder is a Bidding Consortium, the members of the Bidders Consortium need to execute a Memorandum of Understanding (MoU)( which shall remain valid during the proposal validity period, In case the Consortium emerges as the Selected Bidder, the MoU shall remain in force and effect for at least until 1(one) year beyond the Contract tenure period) before submitting the bid and submit a copy of same with the bid. If the bidding consortium is successful and awarded with the Letter of intent, they shall submit a notarized Joint Operating Agreement (JOA) on a non-judicial stamp paper of appropriate value. The terms and conditions of the JOA will be issued in the RFP document.
- f. OMC may seek additional information from the Bidders for the objective evaluation

of the proposals at any time during the bidding process.

#### 10 INSTRUCTIONS TO BIDDERS

- **10.1** Bidders may request a clarification on the RFQ bid document till 13.04.2022, 5:00 PM. Any request for clarification must be sent in writing by paper, mail, cable, telex, facsimile, or electronic mail to OMC's address. The response, if any, of OMC to the queries of the bidders shall be published in the website of Govt. of Odisha (www.tendersodisha.gov.in.). The bidders are advised to visit the website regularly to notice the amendments.
- 10.2 An authorized representative of the bidder shall initial all pages of the RFQ proposals. The representatives' authorization is confirmed by a written notarized power of attorney executed by the authorized signatory of the bidder on stamp paper of appropriate value. The same shall be submitted along with the RFQ proposals. A copy of the Board resolution for authorized signatory shall also be submitted by bidders. In case the bidder is a registered partnership firm, then all the partners of the firm shall authorize the signatory in writing on a notarized stamp paper of appropriate value.
- 10.3 The Bidders intending to participate in this tender are required to register on the eprocurement portal of the Government of Odisha (www.tendersodisha.gov.in.) This is a
  onetime activity for registering on the Government website. During registration, the
  Bidders will be required to attach a Digital Signature Certificate (DSC) to the Bidder's
  unique user ID. The DSC used should be of appropriate class (Class II or Class III) issued
  from a registered Certifying Authority. The registration of Bidders on the portal shall be
  free of cost. The registration shall be in the name of the Bidder, whereas the DSC holder
  shall be the duly Authorized Signatory of the Bidder.
- **10.4** The tender Documents shall be available on the state e-procurement portal (www.tendersodisha.gov.in) and the website of OMC (www.omcltd.in). There shall be no sale of hard copies of the tender Documents. RFQ Documents can be accessed by the prospective Bidders at the above websites and may be downloaded by them free of cost.
- **10.5** Acknowledgement by the Bidder: It shall be deemed that by submitting its bid, the Bidder has:
  - made a complete and careful examination of the tender document.
  - ii) received all Relevant information requested from OMC;
  - iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender Documents or furnished by or on behalf of OMC relating to any of the matters related to this document or otherwise;
  - iv) satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things, and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender Documents and performance of all of its obligations thereunder;

- v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding Documents or ignorance of any of the maters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from OMC;
- vi) agreed to be bound by the undertakings provided by it; and

OMC shall not be liable for any omission or commission, mistake, or error in respect of any of the above or on Account of any mater or thing arising out of or concerning or relating to the tender Documents or the bidding process, including any error or mistake therein or in any information or data given by OMC.

#### 10.6 Additional Information on E-tendering process

- i) The e-tendering process shall be held on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in). All the steps involved starting from hosting of tenders shall be conducted online on the e-procurement portal.
- The Bidder will have to accept unconditionally the online user portal Agreement which contains the acceptance of all the terms and conditions including commercial and general terms and conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information, and Documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed / accepted.
- iii) The Bidder will have to give an undertaking online that if the information/declaration/scanned Documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive Action, and this includes cancellation/termination of Contract/Agreement.
- iv) Procedure for bid submission.
- v) Log on to e-procurement portal: The Bidders have to log onto the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) using their digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Then the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- vi) **Uploading of the QP**: The Bidders have to upload the required QP with supporting documents as mentioned in **Annexure 1 to 9**.
- vii) **QP submission on the Portal**: Only after receipt of imitation at the e-procurement portal regarding successful transaction by Bidder, the system will activate the

'Freeze Bid Submission' button to conclude the bid submission process.

viii) System generated Acknowledgement receipt for successful bid submission: System will generate an Acknowledgement receipt for successful bid submission. The Bidder should make a note of 'Bid ID' generated in the Acknowledgement receipt for tracking their bid status.

#### 10.7 Changes in the management/authorized representative/constitution:

The Bidder shall inform OMC Ltd, in case of,

- i) Any changes in their management.
- ii) Authorized representative and
- iii) Constitution in case of a firm.
- **10.8** RFQ document obtained by one agency is not transferable to another.
- **10.9** The RFQ shall be signed by anyone legally authorized to enter into commitments on behalf of the Bidder.
- 10.10 Modification of Proposals: Modification of the submitted bid/proposal shall be allowed online only before the QP submission Date. A Bidder may modify and resubmit the bid online as many times as he may wish. Bidder may withdraw its Bid online only once within the deadline of Bid submission.
- 10.11 Opening of Proposals: The Proposals would be opened on the date and time specified in the RFQ document. The date and time of opening the RFQ proposals are intimated in the Bidding schedule. The Proposals will be decrypted on-line and will be opened by the designated bid openers of OMC with their Digital Signature Certificates. The Proposals shall be opened as per the schedule, irrespective of the number of bids received. Even in case of receipt of single bid, the Proposal shall be opened for evaluation. In case no bids are received, the RFQ shall be automatically cancelled with approval of the Competent authority of OMC. OMC shall evaluate the RFQ Proposals on the basis of their responsiveness to the terms of this RFQ document. A Proposal shall be rejected if it does not respond to the terms of this document.
- 10.12 Evaluation of Proposals: The Bids shall be evaluated in terms of this RFQ document, if required, OMC may ask Bidders to provide clarifications on their proposals or provide shortfall Documents within the period as specified. The Bidders will get this information on their personalized dashboard under "Upload shortfall document/information" link. No modification of the bid or any form of communication with OMC or submission of any additional Documents which are not specifically asked for by OMC, will be allowed and even if submitted, they will not be considered by OMC. Additionally, information shall also be sent by system generated e-mail and SMS, but it

will be the Bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason for non-submission of Documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested Documents and in the Upload Shortfall document section of the e-procurement portal within the specified period and no additional time will be allowed for submission of the clarifications/ Documents. in case of any failure of the Bidder to submit the requisite Documents within the allowed timeframe, OMC shall proceed to evaluate its proposal without any further reference to the Bidder.

**10.13** Based on the evaluation of the Bids submitted, the list of qualified Bidders shall be prepared and the same shall be uploaded, in the portal and such Bidders shall also be informed through system generated e-mail and SMS alert.

#### 10.14 QP Submission

QP submission by the Bidder shall clearly mention the route under which the Bidder is qualified to submit QP, as specified in Section 9.3 of the RFQ. In no case, the Bidder shall submit multiple QP qualifying through different qualifying routes. The amendments/response, if any, published by OMC in the website are to be downloaded by the intending bidders However, if the documents submitted after downloading from OMC website are found to have been tampered or differ from the tender documents available with OMC, the Proposal of such Bidder shall be rejected.

#### 10.15 Language

The QP prepared by the Bidder, and all correspondence and documents relating thereto, must be in the English language. English shall be the binding and controlling language for all matters relating to the meaning or interpretation of the RFQ and QP.

#### 10.16 Cost of Preparation of RFQ

The Bidder shall bear all costs and expenses associated with the preparation and submission of its QP and OMC shall under no circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation and selection process.

#### 10.17 Validity / Extension / Modification / Withdrawal / Rejection of QPs

#### 10.17.1 Validity of the QP

The QP, so submitted by the Bidder, shall be valid till a period of 90 days (3 months) from the QP Submission Date, or as extended by the OMC from time to time.

#### 10.17.2 Extension of QP Opening Date

OMC may, at its sole discretion, decide to extend the QP Opening Date and / or QP Submission Date. In such a case, all rights and obligations of OMC and that of Bidders

previously subject to the QP Opening Date or QP Submission Date will thereafter be subject to the new QP Opening Date or QP Submission Date.

#### 10.17.3 Modification and Withdrawal of QPs

The Bidder will not be allowed to modify/ withdraw its QP in the portal after the due date of submission proposal as per Clause no 10.10.

#### 10.17.4 Rejection of QPs

a. QP not containing all the information sought by OMC may be rejected; AND,

If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in the QP, in any manner whatsoever, in order to create circumstances for the acceptance of its QP, OMC reserves the right to reject such QP. OMC has no liability to any person for excluding or rejecting any such bid.

#### 10.17.5 OMC's Right to Accept Any QP and to Reject any or All QPs

OMC reserves the right to accept or reject any QP or to annul the bidding process and reject all QPs at any time, without assigning any reasons thereof and OMC shall not entertain any claim whatsoever on this account. The Bidder shall have no claim on OMC in case its QP is rejected or the bidding process is annulled.

#### 10.18 Ownership of the QP

Without affecting any intellectual property rights, which may exist in a response to this RFQ, all responses submitted will become the property of the OMC. Without limiting this section, the OMC reserves the right to copy and reproduce, for OMC's own internal use, responses for the purposes of evaluation, clarification, negotiation and/or contract execution and anything else related to these purposes. In addition, OMC will retain (soft and hard) copies of all responses, evaluation, negotiation or such other materials as are required for the discharge of its legal obligations and in order to efficiently and effectively manage any contract entered into with a Bidder.

#### 10.19 Fraud and Corruption

Bidders are expected to observe the highest standard of ethics from RFQ stage till execution of the Agreement(s) and not to indulge in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice. For the purposes of this provision, the terms set forth below have the following definitions:

"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in contract execution;

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of an Agreement to the detriment of the Owner and includes collusive practices among Bidders (prior to or after Bid submission) designed to

establish Bid prices at artificial, non-competitive levels and to deprive the Owner of the benefits of competition;

"coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

"undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Owner with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (i) having a conflict of interest as stated in Section 10.20; and

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

#### 10.20 Conflict of Interest

Bidders must state in their submission any circumstances, arrangements, understandings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with the Bidders obligations under this RFQ or under any contract which may be negotiated or executed between the Bidder and OMC. Bidders and their employees, agents, advisors and any other person associated with the Bidder must not place themselves in a position which may, or does, give rise to a conflict of interest (or a potential conflict of interest) between the interests of OMC or any other interests during the entire bidding process.

#### **10.21** Disqualification of Bidders

Notwithstanding anything to the contrary contained therein and without prejudice to any of the rights or remedies of OMC, OMC reserves the right to disqualify or reject the Bids of any Bidder for any of the reasons listed below:

- a) been barred by the Central, State or other Government in India, or in the jurisdiction of the Bidder, from participating in any project of the nature of mining operations, and the bar subsists as of date of the issue of RFQ.
- b) in the last 3 (Three) years, reckoned from the QP Submission Date, defaulted on any contract, as evidenced by imposition of an award by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or Bidder's Affiliate, or have been expelled from any project or contract, or have had any contract terminated for breach of such by the Bidder or Consortium members
- c) submitted more than one QP, even though such Bidder or its Consortium meets more than one qualifying routes as indicated in Section 9.3, whether directly or even if the individual QPs are submitted under different names/entities.

- d) Misrepresentation by any Bidder or member of the Bidding Consortium in the Proposal for Qualification.
- e) Failure by the Bidder and/or members of the Bidding Consortium to provide necessary and sufficient information as required and asked for in the Bid document.
- f) A winding up/ insolvency or other proceedings of a similar nature is pending against the bidder or consortium member or a receiver has been appointed for the assets of such member or consortium.
- g) If any member of the consortium is shown as a member in another consortium.
- h) The company or the consortium ceases to fulfil qualification/eligibilty criteria as mentioned in Clause 9.1 and 9.2 of the RFQ document.
- i) If the tender documents submitted by the bidder are found to have been tampered or differ from the tender documents available with OMC, the Bid of such bidder shall be rejected.
- j) If information becomes known after the bidder has been qualified, at any stage, to proceed with bid process, which would have entitled OMC to reject/disqualify the relevant bidder/consortium, OMC reserves the right to reject/disqualify the relevant bidder/consortium at the time, or at any time, such information becomes known to it. Where such party is a Bidding Consortium, OMC may disqualify the entire consortium, even if it applied to only one member of the Consortium. OMC's determination that one or more of the events specified under this section has occurred shall be final and conclusive.

#### 10.22 Ethics and Transparency

OMC will adhere to highest ethical standards and transparency in the bidding process and is in the process of adopting the Integrity Pact Program of Transparency International. All the Bidders shall enter into an Integrity Pact with OMC provided in Annexure 9 and shall submit the same along with QP. OMC may reject the QP which does not include this Integrity Pact.

#### 10.23 Confidentiality

Information relating to examination, evaluation and recommendation for selection of Successful Bidder will not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising OMC in relation to, or matters arising out of, or concerning the bidding process. OMC will treat all information, submitted as part of the QP, in confidence and will require all those who have access to such material to treat the same in confidence. OMC may not divulge any such information unless it is on a need basis and it is directed to do so by any statutory entity that has the power under law

to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or OMC or as may be required by law or in connection with any legal process. In the event OMC is required to divulge any information, it will make best endeavours to maintain confidentiality of the information held by it and divulge only that information which it is required to.

#### 11 OTHER INFORMATION

- 11.1 If at any time during the evaluation process OMC may require any clarifications, OMC reserves the right to request such information from any bidder or members of a bidding consortium and the bidder/members shall be obliged to provide the same within a reasonable time frame, as asked by OMC.
- **11.2** Strict adherence to formats wherever specified, is required. Non-adherence to formats and/or submission of incomplete information may be grounds for declaring the Bid non-responsive. Each format has to be duly signed and sealed by the Bidder.
- 11.3 An interested party can be a member of one consortium only. If any party is a member of more than one Consortium, all such bids submitted by them shall be summarily rejected.

In case of Bidding Consortium, the Bid must mention the name of the Lead Member. The Bidding Company/Lead Member should designate one person as Authorised Representative and Signatory to represent the Bidding Company/ Consortium in its dealings with the OMC Representative.

The lead member of the consortium, upon award of the contract shall not be changed during the term of the contract. In case of business combinations of mergers or acquisitions, the lead member shall inform OMC and the new legal entity so created shall be assigned all liabilities of the contract/agreement signed with OMC. Non-Lead member of a bidding consortium shall remain part of the consortium for at least three years from the date of successful commissioning of the Plant.

- **11.4** The Bidder shall fulfil the eligibility requirements of RFQ bid document as set at Clause 9.1 and 9.2.
- 11.5 After the issue of tender documents of RFP stage and before the receipt of RFP from eligible bidders, a pre-bid meeting may be organized by OMC for clarifying the issues, if any, related to RFP documents. The decision of OMC on any issue shall be final and binding upon all the Bidders. The date and time of the Pre-Bid meeting shall be conveyed to the eligible bidders at appropriate time.

# **12. DISPUTE RESOLUTION**

In the event of any dispute or differences between OMC and Bidders, all those differences and disputes shall be settled by the Civil Court of competent jurisdiction at Bhubaneswar.

### **Table of Enclosures:**

S. No.	Annexure	Details
1	ANNEXURE 1	Checklist for Bidders
2	ANNEXURE 2	Format for Covering Letter
3	ANNEXURE 3A	Format for Eligibility Criteria (As per clause 9.1.a)
4	ANNEXURE 3B	Format for Eligibility Criteria (As per clause 9.1.b, 9.1.c, and 9.1.d)
5	ANNEXURE 4	Format for Letter of Submission of Supporting Documents
6	ANNEXURE 5	Format of Memorandum of Understanding
7	ANNEXURE 6	Format for Power of Attorney of the Lead Member of the Consortium
8	ANNEXURE 7	Format for Notarized Power of Attorney for Signing of Bid
9	ANNEXURE 8	Format for Affidavit
10	ANNEXURE 9	Format for Integrity Pact
11	ANNEXURE 10A	List of Major Equipment at Existing COBP
12	ANNEXURE 10B	List of Major Equipment at New COBP.

#### **ANNEXURE - 1: CHECKLIST FOR BIDDERS**

SL No	Documents to be Submitted	Write Y/N
1	Signed Filled In Checklist As per Annexure-1	
2	Original copy of the RFQ bid document along with corrigendum/amendment issued, if any, by OMC signed on each page by Authorized Signatory of the Bidder	
3	Notarized Power of Attorney for signing of Bid (As per Annexure-7)	
4	Board Resolution/ Resolution from all Partners	
5	Annexure 2 -Covering Letter	
6	True copy/ Photostat copy of EPF duly attested by a Gazetted Officer	
7	True copy/Photostat copy of Valid GSTIN certificate issued by GST authority & PAN issued by IT authority	
8	True copy/Photostat copy of the Labour License of the Bidder attested by a Gazetted Officer.	
9	Notarized copy of certificate if Incorporation/ Notarized certificate of registration of the Partnership firm in the Register by the Registrar of Firm	
10	In case of a registered Company or Corporation, the MoA , AoA and details of the Authorized, subscribed and paid- up capital, wherever applicable/ In case of resgistered Partnership, a notarized copy of the registered Partnership deed	
11	A document consisting of the name, contact details and address of all the Directors, Chief Executives, President, Secretary other authorized persons of company or corporation/ Name and address of all the partners in case of registered partnership firm/LLP	
12	Annexure 3A (Completed format for submission of Technical Eligibility criteria as per Clause 9.1.a of this RFQ)	
13	Supporting Work Execution Documents for fulfilling Technical Eligibility under Clause (9.1.a) i.e, submit self-attested copies of the	

	i. a) work order/Service Orders/Agreement containing the value of the service provided awarded for such work; b) completion certificate from their employer(s), regarding successful completion of Services.  ii.Contact details (name, designation, e-mail, phone number) of mine manager in respect of the mine of the Considered Mineral for which Development and Operation Experience and Operation Experience under Clause 9.1.a is claimed, and in case the mine manager is not employed by the mine owner, the Bidder shall share contact details of the authorized representative of the mine owner, who is involved in monitoring the mine operations on behalf of the mine owner iii.Write-up on the type of machinery along with its number it intends to deploy and documentary evidence of either owning the equipment and /or of having entered into an agreement with any other agency for supply of required machinery.	
14	Annexure-3B (Completed format for submission of financial criteria as per Clause 9.1.b, 9.1.c, and 9.1.d of this RFQ)	
15	Audited Financial Statements for the applicable Financial years as stated in the RFQ document.	
16	Solvency certificate as set out in Clause 9.1.d, issued by any Nationalized /Scheduled Commercial Bank.	
17	Annexure-4 Letter of Submission of Supporting Documents	
18	Annexure-5 Memorandum of Understanding (MoU).	
19	Power of attorney for Lead member of the Consortium (in case the Bidder is a consortium) (As per Annexure-6)	
20	Annexure-8 Format for Affidavit	
21	Annexure-9 Integrity Pact.	

# Note:

If the concerned document is enclosed, Please label "Y".

If the concerned document is not enclosed, Please label "N".

Thanking You,

Yours Faithfully,

Authorized Signature

Name and Title of Signatory

Seal

Designation

Name of Firm

Address

Date and Place.

# <u>ANNEXURE-2 - FORMAT FOR COVERING LETTER – ON BIDDER'S LETTERHEAD</u>

# **Format for Covering Letter**

	(To be submitted on the letterhead of the Bidder)
	Letter NoDated:
	From
	Bidder's / Name and Address
	Details of Authorized Signatory
	Name :
	Designation :
	Telephone No. :
	Mobile No. :
	Fax No.:
	Email :
	То
	Chief General Manager(Projects)
	Odisha Mining Corporation Limited.
	OMC House, Bhubaneswar- 751 001, Odisha
	Ph: 9937178848
	Dear Sir,
Subject:	Submission of Qualification Proposal for Selection of Contractor for Operation, Repair and Maintenance
	of the both the Chrome Ore Beneficiation Plants, Tailing Pond, ETP of OMC at its South Kaliapani mins in
	district of Jajpur, Odisha.
	With reference to your RFQ Nodated we have examined the Bid Documents, and understood
	their contents and hereby submit our Bid for Selection of Contractor for Operation, Repair and

Maintenance of the both the Chrome Ore Beneficiation Plants, Tailing Pond, ETP of OMC at South

Kaliapani mines ir	n district of Jajpur, Odisha. Our Bid is	unconditional and unqualified. We are submitting
our Bid as part of	f the requirements of the Bidding Proc	ess.
{We,	<sup>1</sup> , a company duly inco	rporated under the {Companies Act, 1913/
Companies Act, 19	956/ Companies Act, 2013} and having	its registered office at
, India (hereina	nafter referred to as the "Bidder") are h	ereby submitting our Bid.
OR		
We,	², an LLP duly inc	orporated under the Limited Liability Partnership
Act, 2008 and hav	ving its registered office at	, India (hereinafter referred to as the
"Bidder") are here	eby submitting our Bid.	
OR		
We,	<sup>3</sup> , a partnership fir	m duly incorporated under the Indian Partnership
Act, 1932 and hav	ving its registered office at	, India (hereinafter referred
to as the "Bidder"	") are hereby submitting our Bid.}	
We acknowledge	that OMC will be relying on the info	rmation provided in the Bid and the documents
accompanying the	e Bid for qualification of the Bidders, a	and we certify that all information provided in the
Bid are true and	d correct; nothing has been omitted	which renders such information misleading of
suppression of ma	aterial facts; and all documents accom	panying the Bid are true and authenticated copies
of their respective	e originals.	
This QP is being su	submitted for the express purpose of c	ur qualification as a Bidder for the being selected
as Contractor for	Operation, Repair and Maintenance of t	ne both the Chrome Ore Beneficiation Plants, Tailing
Pond, ETP of OMC	at South Kaliapani mines in district of Ja	<b>jpur, Odisha.</b> We shall make available to OMC any
additional informa	ation it may find necessary or require	supplementing or authenticate our Bid.
We acknowledge	the right of OMC to reject our Bid with	out assigning any reason or otherwise and hereby
· ·	o challenge the same on any account w	
	onanci go ano camo en any account in	
1 Nome of Didder		

Name of Bidder
 Name of Bidder
 Name of Bidder

- 5. We certify that in the last 3 (three) years, we have neither failed to perform or execute any contract, for any reason whatsoever, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 6. We declare that:
  - a. We are duly organized, validly existing and in good standing under the prevalent laws of Government of India and Government of Odisha;
  - b. We have full power and authority to execute, deliver and perform our obligations under this RFQ and to carry out the transactions contemplated hereby;
  - c. We have financial standing and capacity to undertake the operations for **Operation**, **Repair and**Maintenance of the both the Chrome Ore Beneficiation Plants, Tailing Pond, ETP of OMC at South Kaliapani in district of Jajpur, Odisha.;
  - d. We undertake that the RFQ or the Agreement is subject to the civil, and commercial laws of India and we expressly and irrevocably waive any immunity in any jurisdiction in respect thereof;
  - e. We declare that there are no actions, suits/ proceedings, enquires/ investigations pending against us that will materially affect our performance under this RFQ, to the best of our knowledge;
  - f. We further declare that the Bidder has no knowledge of any violation or default with respect of any order, writ, injunction or any decree of any court or any legal binding order of any government agency or of any public sector utility, tribunal or forum which may result in impairment of the performance of the obligations and duties by the Bidder if selected;
  - g. We declare that if we become the Selected bidder, we shall carry out the works in accordance with Good Industry Practice and any breach thereof shall be construed as a breach of the Agreement;
  - h. We have examined and have no reservations to the RFQ document, including any corrigendum/ addendum issued by OMC;
  - i. We do not have any conflict of interest in accordance with the RFQ;
  - j. We have not directly or indirectly or through an agent or surrogate engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in Clause 10 of this RFQ, in respect of any bid or request for Proposal issued by or any agreement entered with OMC or any other public sector enterprise or any government, Central or State; and
  - k. We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Clause 10 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.

- 7. We understand that OMC may cancel the Bidding Process at any time and that OMC is neither bound to accept any QP that OMC may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 10.17.5 of the RFQ.
- 8. We declare that we or our related parties are not another Bidder or submitting Bid for Selection of Contractor for Operation, Repair and Maintenance of the both the Chrome Ore Beneficiation Plants, Tailing Pond, ETP of OMC at South Kaliapani mines in district of Jajpur, Odisha. We certify that regarding matters other than security and integrity of the country, we or our related parties have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which is opposed to public policy.
- 9. We further certify that regarding matters relating to security and integrity of the country, we or our related parties have not been charge-sheeted by any Government or convicted by a Court of Law.
- 10. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/ employees. The same applies to our related parties also.
- 11. We undertake that in case due to any change in facts furnished by us or circumstances pertaining to us during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ, we shall intimate OMC of the same immediately
- 12. The QP submitted by us shall be valid for a minimum period of 90 (Ninety) days from QP Submission Due Date or any extension thereof.
- 13. We further declare that by submitting this Bid, we agree to be bound by the terms and conditions of the RFQ document.

Thanking you,

Yours faithfully,

(Signature of	Authorized	Signatory)

Name:

Designation:

Common Seal:

Date:

Place:

# ANNEXURE - 3A: FORMAT FOR FULFILLING ELIGIBILITY CRITERIA

(See Clause 9.1.a of the RFQ)

(To be submitted on the letterhead of the Bidder)

SI.	Particulars	Details
No.	Particulars	Details
1.	Name of Plant	
2.	Location	
3.	Type of Plant	
4.	Plant owner with contact details	
5.	Experience of (Years)	
6.	Experience as Plant owner or Contractor	
7.	Contract period	From To FromTo
8.	Peak rated capacity of the Plant (TPH)	
9.	Annual production of Concentrate	
10.	Annual production of Tailing	
11.	Total annual production Achieved in Respective Years	
	Description of scope of work including any work done	
12.	in Effluent Treatment Plants and Tailing Disposal	
	System (if applicable)	
13.	Brief description of scope of work of sub-Contractor	
14.	Scope of work done by the Bidder	
15.	Input Grade of the Ore	
16.	Output Grade of the Concentrate	
17.1	Transportation of Ore from Mines to Plant Hopper	Yes/No
	Whether done on your own or through sub-	
	Contractor	
17.2	Screening of ore	Yes/No
	Whether done on your own or through sub-	Give details
	Contractor	Give details
17.3	Beneficiation Process of ore in Concentration Plant	Yes/No

	Whether done on your own or through sub- Contractor	Give details
17.4	Transportation of Concentrate from Plant to Stockyard	Yes/No
	Whether done on your own or through sub- Contractor	
17.5	Operation and Maintenance of Tailing Disposal system and slurry handling system (if applicable)	Yes/No
	Whether done on your own or through sub- Contractor	
17.6	Operation and Maintenance of ETP system and Chemical Treatment of toxic chemicals in ETP	Yes/No
	Whether done on your own or through sub- Contractor	

Documentary evidence to be provided as per *Note No iii* under Clause No 9.1 and 9.2.

The above data/ must be provided by the Bidder for all the supporting experiences separately along with documentary proof of the experiences mentioned in the table.

#### ANNEXURE – 3B: FORMAT FOR FULFILLING ELIGIBILITY CRITERIA

((See Clause 9.1.b, 9.1.c, and 9.1.d of the RFQ)

(To be submitted on the letterhead of the Bidder)

# **Requirement 1**

The average annual Turnover of the Bidder, excluding turnover from trading activities, in any 3 (three) Financial Years out of the last 5 (five) immediately preceding Financial years i.e FY 2016-2017, FY 2017-2018, FY 2018-2019, FY 2019-2020 and FY 2020-2021excluding current financial year should be at least Rs 9,00,00,000/- (Rupees Nine Crores Only)

Particulars	Details	
Name		
Currency	In INR	
Turnover of 1 <sup>st</sup> Year (FY)		
Turnover of 2 <sup>nd</sup> Year (FY)		
Turnover of 3 <sup>rd</sup> Year (FY)		
Average		

# **Requirement 2**

The Net Worth of the Bidder should be positive during the last three financial years i.e FY 2018-2019, FY 2019-2020 and FY 2020-2021, as per the audited balance sheets

Particulars	Details
Name	
Currency	In INR
Net Worth as on 31 <sup>st</sup> March 2019	
Net Worth as on 31 <sup>st</sup> March 2020	
Net Worth as on 31 <sup>st</sup> March 2021	
Average	

# **Requirement 3**

The solvency limit of the Bidder should be at least Rs 3,00,00,000/- (Rupees Three Crores Only). The solvency certificate to be furnished by Bidders in this regard should be from the banker(s) of the Bidder and should not be dated earlier than three months from the QP submission date.

(To be submitted on the letterhead of the Bank)

Particulars	Details
Name	
Date	
Bank Name, Branch, Address	
Solvency certificate value	

Documentary evidence to be provided for the above QPs as mentioned in the *Note No viii* for Clause No 9.1 and 9.2.

In case Bidder has its Balance Sheet in Foreign Currency, then the RBI conversion rate of Foreign Currency vis-à-vis Rupee as on the date of the Balance Sheet shall be taken into consideration.

# **ANNEXURE-4 LETTER OF SUBMISSION OF SUPPORTING DOCUMENTS**

	(To be submitted on the letterhead of the Bidder)		
	Letter No.	Dated:	
	From		
	Bidder's / Name and Address		
	Details of Authorized Signator	у	
	Name :		
	Designation :		
	Telephone No. :		
	Mobile No. :		
	Fax No. :		
	Email :		
	То		
	Chief General Manager(Projec	ts)	
	Odisha Mining Corporation Lir	nited.	
	OMC House, Bhubaneswar- 75	51 001, Odisha	
	Ph: 9937178848		
	Dear Sir,		
Subject:	: Submission of Qualification Pr	oposal for Selection of Contractor for Operation, Repair and Maintenance	
	of the both the Chrome Ore E	Beneficiation Plants, Tailing Pond, ETP of OMC at South Kaliapani in district	
	of Jajpur, Odisha.		
	We (Name of t	he Bidder/ Consortium) are furnishing the following documents as per the	
	requirement of the RFQ bid do	ocument	
	1		

2.	
3.	
	Thanking you , we remain,
	Yours faithfully,
	Authorized Signature:
	Seal

#### ANNEXURE-5 FORMAT OF MEMORANDUM OF UNDERSTNDING

(To be executed by all members of the Bidding Consortium on the stamp paper of appropriate value. To be notarized)

## RFQ Bid Specification No 1.

Pond, ETP of OMC at South Kaliapani mines in the district of Jajpur, Odisha.
for Operation, Repair and Maintenance of the both the Chrome Ore Beneficiation Plants (COBPs), Tailing
RFQ bid document floated by OMC for <b>Submission of Qualification Proposal for Selection of a Contractor</b>
(herein after called Non-Lead Member) to form a consortium to participate in the
having its registered office at "" (herein after called Lead Member) and
This Memorandum of Understanding (MoU) agreed and signed this day of between

It is further agreed by and between the consortium members that the responsibilities and roles of each member shall be as under:

# Roles and Responsibility of Lead Member:

- i) The Lead Member shall act as Bidder under this invitation of Bid.
- ii) The Lead Member shall be fully competent and authorized on behalf of the consortium to sign and submit the bid, offer any clarification to the bid as and when required by OMC, discuss and negotiate any aspect of the bid including the price, financials and structure of the proposed scope of work.
- iii) Lead Member of the consortium shall be fully competent and authorized to enter into and sign any agreement with OMC for any aspect under this RFQ and further bidding process. The Lead Member shall also be fully authorized to nominate a person to sign the bid and all related documents.
- iv) The Lead Member shall be responsible at all times for all financial and technical aspects of the bids.
- v) The Lead Member shall also be responsible for all liaison activities with all agencies including Government of India, OMC etc.
- vi) The Lead Member shall be fully competent and authorized to incur liabilities and receive instructions on behalf of the consortium and its members. The Lead Member shall also be fully authorized and competent for entire execution of the agreement including to receive payments there under. All such actions of the Lead Member shall be deemed to be on behalf of the consortium.

- vii) Lead Member shall be solely liable to the extent of 100% for both its own liability as well as the liability of non-lead member.
- viii) The Lead Member shall also be liable and be responsible for all financial, legal, environmental, technical, etc aspects, liabilities and consequences of the Project on behalf of the consortium in their capacity as Lead Member and Bidder.

## Roles and Responsibilities of Non-Lead Member.

- i) The Non-Lead Member shall provide all eligibility input in respect of this RFQ. The Non-Lead member shall assist to ensure the satisfactory performance of the Operation, Repair and Maintenance work undertaken for OMC subject to the terms and conditions of the RFQ, RFP and the Agreement in respect of this Project.
- ii) The Non-Lead Member shall lend and allow its experience and support in all the areas as and may required in performing the scope of the Project as mentioned in the RFQ.
- iii) Non-Lead member of a bidding consortium shall remain part of the consortium for at least three years from the date of successful commissioning of the Plant.

Signed on behalf of Lead Member of the	Signed on behalf of Non-Lead Member of the
Consortium	Consortium
(Signature with Name and Seal.)	(Signature with Name and Seal.)

#### ANNEXURE – 6: FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF THE CONSORTIUM

(To be executed on stamp paper of appropriate value and to be notarized) Know all men by these presents, we......Ll/ partnership firm} and having our registered office at ................, and M/s (name of the {Company/ LLP/ partnership firm} having our registered office at .....(hereinafter collectively referred to as the "Principals") do hereby irrevocably constitute, nominate, appoint and authorize M/s ...... (insert name of the member of the Consortium), having its registered office at ....., who is presently 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") 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 Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the Selection of a Contractor for Operation, and Maintenance of the both the Chrome Ore Beneficiation Plants, Tailing Pond and ETP at South Kaliapani mines in the district of Jajpur, Odisha, being developed by OMC including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bid meeting and other conferences and providing information/responses to OMC, representing us in all matters before OMC, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with OMC 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 OMC.

AND it is hereby affirmed and confirmed that the signatory on behalf of the principal of this Power of Attorney (hereinafter referred to as "POA") has been duly and lawfully authorized through a Board Resolution for signing this POA.

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

by us.	
IN WITNESS WHEREOF WE, DA	AL HAVE EXECUTED
For	
(Signature, name, designation, and address)	
Witnesses:	
1.	
2.	
Accepted	[Notarized]
(Signature)	
(Name, Title and Address of the Attorney)	
Notes:	

• The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Laws and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

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

#### ANNEXURE – 7: FORMAT FOR NOTARIZED POWER OF ATTORNEY FOR SIGNING OF BID

(To be executed on stamp paper of appropriate value and to be notarized)

(In Case of a Bidding Consortium, to be given by Lead Member of the Bidding Consortium)

Know all men by these presents, we......Ll/ constitute, nominate, appoint and authorize Mr./ Ms. ...... (insert name of authorized signatory), son/daughter/wife of ....., 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 application for pre-qualification and submission of our bid for the Selection of a Contractor for Operation, Repair and Maintenance of the both the Chrome Ore Beneficiation Plants, Tailing Pond and ETP at South Kaliapani mines in the district of Jajpur, Odisha, being developed by OMC including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bid meeting and other conferences and providing information/ responses to OMC, representing us in all matters before OMC, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with OMC 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 OMC.

AND it is hereby affirmed and confirmed that the signatory on behalf of the principal of this Power of Attorney (hereinafter referred to as "POA") has been duly and lawfully authorized through a Board Resolution for signing this POA.

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

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL	HAVE EXECUTED
THIS POWER OF ATTORNEY ON THIS DAY OF 20XX	
For	
(Signature, name, designation, and address)	
Witnesses:	
1.	
2.	
Accepted	[Notarized]
(Signature)	
(Name, Title and Address of the Attorney)	
Notes:	
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- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Laws and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder

#### ANNEXURE 8: FORMAT FOR AFFIDAVIT

# [To be executed on stamp paper of appropriate value and duly notarized before the notary public]

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Ι	, age	d about		years,	son/daughter	of		and
permanently	residing	at			,	Ρ.	S.:	····,
District:		and now	at pre	sently	working as		in [•]	[insert
name of the B	idder/ Lead	d Membe	<i>r</i> ] do h	ereby s	olemnly affirm	and	state as follo	ws:

- 1. I am the Authorised Signatory of [●] [insert name of the Bidder/ all members of the Bidding Consortium] and a Power of Attorney has been executed in my favour and as per format provided in Annexure 7 of the RFQ No. 11/OMC/e-PROC/Proj/22 dated 07.04.2022 (the "RFQ") issued by Odisha Mining Corporation ("OMC") for "Selection of a Contractor for the Operation, Repair and Maintenance of both THE Chrome Ore Beneficiation Plant (COBPs), Tailing Pond and ETP of OMC at South Kaliapani mines in the district of Jajpur, Odisha
- 2. That I have been working in [●] [insert name of the Bidder/ Lead Member] since [●] and am fully conversant and acquainted with all matters relating to the RFQ.
- 3. That I on behalf of [●] [insert name of the Bidder/ all members of the Bidding Consortium] hereby declare that in the last 5 (five) years, reckoned from the date of submission of Bid, in respect to any tender related to mining issued by or mining contract entered into with any Central/ State Government or Public Sector Undertakings:
  - (a) our earnest money deposit or bid security or performance security has not been forfeited; or
  - (b) none of our contracts have been terminated on account of our default.
- 4. We have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to the business dealing with Government of India or any other government during the last five years.

5.	We have not been blacklisted from participation in Mineral services as on date of submission of Bid.	Beneficiation Plant related
	OR	
	We have been blacklisted from participation in Mineral Benefic but such blacklisting is not valid as on date of submission of Bio	
6.	That this affidavit is required to be submitted in original as par	t of RFQ Bid.
7.	That the facts stated above are true to the best of my knowled	ge and belief.
Depor	nature of the Authorized Signatory)	mon Seal)
Name		·
Desigr	nation:	

#### **ANNEXURE - 9: INTEGRITY PACT**

[To be executed on stamp paper of appropriate value]

## **Integrity Pact**

Between

The Odisha Mining Corporation Limited (OMC) hereinafter referred to as the "Principal", and

...... hereinafter referred to as the "Bidder"

#### **Preamble**

The Principal intends to select a Contractor for **Operation**, **Repair and Maintenance of both the** Chrome Ore Beneficiation Plants (COBPs), Tailing Pond and ETP of OMC at South Kaliapani mines in the district of Jajpur, Odisha.

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.

# **Section 1 - Commitments of the Principal**

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

No employee of the Principal, personally or through family members, will in connection with the tender for, 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.

The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in, before and during the tender 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 tender process or the execution of Contract.

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

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code 1860 or Prevention of Corruption Act 1988, 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

The Bidder commits itself to take all measures necessary to prevent corruption. The Bidder commits itself to observe the following principles during participation in the tender

process and during the execution of Contract.

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

The Bidder will not enter with other Bidder's info any undisclosed agreement or understanding, whether formal or informal. This applies 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.

The Bidder will not commit any offence under the relevant Indian Penal Code 1860/ Prevention of Corruption Act 1988; further the Bidder 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.

The Bidder of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the Guidelines on Indian Agents of Foreign Suppliers shall be disclosed by the Bidder. Further, as mentioned in such Guidelines all the payments made to the Indian agent/representative must be in Indian Rupees only.

The Bidder will, when presenting their bid, disclose all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the Contract.

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

## Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder before award or during execution of Contract has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder from the tender process or act as per the procedure mentioned in the Guidelines on banning of business dealings in the manual of OMC.

## **Section 4 - Compensation for Damages**

If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Bid Security as genuine pre-estimate of the losses or damages suffered by the Principal.

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 damages equivalent of to the amount as provided in the Contract by way of invocation and appropriation of Performance Security.

# **Section 5 - Previous transgression**

The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in guidelines on banning of business dealings in the manual of OMC.

## Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

In case of sub-contracting, the Contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.

The Contractor will enter into agreements with identical conditions as this one with all Bidders and Contractors.

The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### Section 7 - Criminal charges against violating Bidder/ Contractor/ Subcontractors

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

## **Section 8 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires 12 (twelve) months after the last payment under the Contract in case Contract has been awarded to the Bidder, otherwise 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid

despite the lapse of this pact as specified above, unless it is discharged/ determined by MD/ Chairman/ CMD of OMC.

# **Section 9 - Other provisions**

This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal, i.e. Bhubaneswar.

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the applicability of the provisions would be determined by OMC at its sole discretion.

(For and on behalf of the Principal)	(For and on behalf of the Bidder)
(Official Seal)	(Official Seal)
Place	
Date	
Witness 1:	
(Name and address)	
Witness 2:	
(Name and address)	

# ANNEXURE – 10A: LIST OF MAJOR EQUIPMENT AT EXISTING COBP

SI No.	Name of the Equipments	Capacity	Quantity
1	Static Grizzly & hopper		01
2	Reciprocating Feeder	90MT/Hr.	
3	Vibrating Grizzly	93MT/Hr.	01
4	Hammer Mill	30MT/Hr.	01
5	Belt Conveyor with tipper-BC-1500mm	90MT/Hr.	01
6	Bag Filter(Crusher Section)	100,000m3/Hr	01
7	Centrifugal fan	30,000 Am3/Hr	01
8	Table Feeder	11MT/Hr	03
9	Bag Filter (Table Feeder Section)	10,000m3/Hr	01
10	Centrifugal fan	30,000 Am3/Hr	01
11	Weight Vibrating Screen(Feed Conveyor B.C.2 400mm)	33m3/Hr	01
12	Weight Vibrating Screen	31m3/Hr	01
13	Hydrocyclone	95-150m3/Hr	01
14	Hydrocyclone feed pump (HDO 100/150)		02
15	Rod Mill	18MT/Hr	01
16	Doroclone System (Battery)	1.8MT/Hr	18
17	Jet sizer	13MT/Hr	02
18	Electrical Control Pannel		02
19	Sand Concentrate Filter	8′ф	01
20	Sand Concentrate Conveyor(400mm width)	15MT/Hr	01
21	DG 1125 KVA		01
22	Fine Concentrate Filter	6′ф	01
23	Fine Concentrate Conveyor	10MT/Hr	02
24	Filtrate Pump	4m3/Hr	02
25	Vacuum Pump	1030m3/Hr	02
26	Air Blower	90m3/Hr	02

27	Tailing Thickener	30 Mtr φ	01
28	Tailing Thickener Under Flow Pump (VASA 336/150, Metso- 150/100E)	30m3/Hr	02
29	Buster pump (DB-65/32)(DB-50/26)	63m3/Hr	02
30	Compressor	63m3/Hr	02
31	Spillage Pump (DB180-16)		02
32	Constant Head Tank Pump (Feed Pump) (DB-80/16)	130m3/Hr	02
33	Process Pump(DB150-32)		02
34	Quarry Pump(80/36)		02
35	Quarry Pump DSM3 + (80/36)		02
36	Electrical Hoist	3 Ton	01
37	Mechanical Hoist	05 Ton	01
38	Water recovery Pump (Metso 150/100E)		01
39	Hydro classifier TAK-121	28-30T/Hr	01
40	DG 625 KVA		02
41	Tailing Sump (Metso + Vasa)		01
42	Distributor		01
43	Coarse Spiral Feed Pump (Vasa 302/50)		02
44	Coarse Spiral Concentrate 1.5 x 8	12 TPH	04
45	Fines Rougher Spiral Concentrate 1.33 x6	9ТРН	03
46	Fines Cleaner Spiral Concentrate 1.25 x 4	5 TPH	02
47	Automatic Sampler		05
48	Coarse concentrate Transfer pump (HM-75)	31.1 m3/Hr	02
49	Fines concentrate filter feed pump (HM-50)	13.1m3/Hr	02
50	Rougher concentrate transfer pump (HM-50)	13.3m3/Hr	02
51	Doroclone feed Pump (HM-100)	173 m3/Hr	02
52	Tailing Transfer feed pump (HM-150)	270.3m3/Hr	02
53	Spillage pump (75 x 50 NB)	25m3/Hr	01
54	Fines Rougher spiral Feed Pump (HM-50)	12 m3/Hr	02

# ANNEXURE - 10B: LIST OF MAJOR EQUIPMENT AT NEW COBP

SI No.	Name of the Equipment	Capacity	Quantity
1	Rock Breaker Ore Fraction (-) 100 is size		01
2	Reciprocating Feeder	100 MT/Hr	01
3	Double Deck Vibrating Screen	100 MT/Hr	01
4	Hammer Mill	70 MT/Hr	01
5	Belt Conveyor with Tripper	100 MT/Hr	1 Lot
6	Rack and Pinion Gate (Crusher Builiding)	850 Kg Each	03
7	Table Feeders	10.31 MT/Hr	03
8	EOT Cranes	7.5 MT	01
9	Dry Fog Dust Suppression System	Con. Cap 30-60 Micron, F.R 2-4 LPH	02
10	Submersible Pump (Spillage Pump) (METSO 75 x 50 HP-SP)	25 M3/ Hr	04
11	Rotary Drum Scrubber	50 TPH	01
12	Wet Vibrating Screen	35 m3/ Hr	01
13	Rod Mill	25 TPH	01
14	Classifying Hydrocyclone Feed Pump (1W + 1S) (METSO HM-100)	74.8 m3/Hr	02
15	Classifying Hydrocyclone (AKW)		01
16	Screw Classifier (HDO)		01
17	Regrinding Mill feed Pump (METSO HM-50)	13.03 m3/Hr	02
18	Regrinding Ball Mill (McNally Sayajji)	8 TPH	01
19	Desliming Hydrocyclone Feed Pump (1W + 1S) (METSO HM-75)	42.7 m3/Hr	02
20	Hydrosizer Fines Product Slurry Pump 1W + 1S) (METSO HM-75)	42.7 m3/Hr	02
21	Desliming Hydrocyclone (AKW)		04
22	Motorized four-way pulp distributor	13 m3/Hr	02
23	Hydrosizer		02
24	Spiral Concentrator for Coarse Product (Green)	1.9 TPH/Start	01
25	Spiral Concentrator for Hydrosizer fines product (Yellow)	1.5-2.5 TPH/Start	01
26	Spiral Concentrator for Hydrosizer Medium Product (Green)	1.6 TPH/Start	01

27	Wet Table, Triple Deck for regrinding medium product	2.5 TPH (each)	02
28	Wet Table, Triple Deck for screw classifier o/f desliming slurry	2.57 TPH	02
29	Pulp Distributor	7 m3/Hr	01
30	Concentrate Feed pump to Concentrate Thickener (1W + 1S) (HM-150)	32.6 M3/Hr	02
31	Automatic Wet Sampler	35 M3/Hr and 21.6 M3/Hr	02
32	Mechanical Hoist (HERCULES)	3 Ton	01
33	Sealing and Cooling Water Pump (1W + 1S)	30 m3/Hr	02
34	Concentrate Thickener		01
35	Filtrate Receiver (HDO)		01
36	Filtrate Pumps (1W + 1S) (KSB)	10 m3/Hr	02
37	Tailing Thickener (WESTECH)	230 m3/Hr	01
38	Electric Hoist (Conc .Section)	5 Ton	01
39	Clear Water Pumps(1W + 1S- KSB)	80 M3/Hr	02
40	Pumps for Process Water (KSB)	320 m3/Hr	02
41	Pumps to Process Water Head Tank (KSB)	16 m3/Hr	02
42	Mechanical Hoist	2 Ton	01
43	Fire Extinguisher		12