

IT Facility Management Services (FMS)

TENDER DOCUMENT

Invitation of bids for Facility Management Services (FMS) of IT infrastructure for Directorate of Mines Govt. of Odisha IT infrastructure

**ODISHA MINING CORPORATION LIMITED
(A GOVERNMENT OF ODISHA UNDERTAKING)
BHUBANESWAR 751001, Tel: 0674-2395766, 2394891**

**ODISHA MINING CORPORATION LIMITED
(A GOVERNMENT OF ODISHA UNDERTAKING)
BHUBANESWAR**

No. 9592/OMC/IT/15

Date.31-07-2015

TENDER NOTICE

Invitation for bids for Comprehensive Facility management Service of entire (hardware & software(OS), antivirus) IT infrastructure in The Directorate of Mines, Steel and Mines Department, govt. of Odisha, Bhubaneswar.

The Dy. General Manager(IT), Odisha Mining Corporation Limited, Bhubaneswar 751001, invites sealed tenders in two bid system (Technical & Financial) for Comprehensive Facility management Service(FMS) on behalf of Directorate of Mines, Govt. of Odisha. Each of the bid should be contained inside sealed envelope and both envelopes should be contained inside a single envelop, super scribed as: "Bid for IT Facility management Service (FMS) for the entire IT infrastructure under The Directorate of Mines, GoO". Technical bid and financial bid envelopes should be super scribed as under:

1. Technical bid should be sealed and super scribed as "Technical Bid and EMD"
2. Financial bid should be sealed and super scribed as "Financial Bid for Facility management Service (FMS)"

Tender should be accompanied with a bank draft of Rs.50,000/- (Rupees fifty thousand only) as EMD amount drawn in favour of Odisha Mining Corporation Limited, on any scheduled bank payable at Bhubaneswar , 751001.

Last date of receipt of tender is 21-08-2015 (3.00 PM), at which the tender should be dropped in the tender box kept at 3rd floor, IT Section of OMC House or deposited at 3rd Floor, IT Section, OMC House, Bhubaneswar. It should reach the above address on or before submission date and time. One original and one spare copy of the Technical and Financial bids have to be submitted.

Technical Bid will be opened on the same day at 3.30 pm in presence of tenderers. Date of opening of financial Bid will be intimated later on to technically qualified bidders. OMC reserves the right to reject any or all the tenders received without assigning any reason.

Copy of tender documents can only be down loaded from OMC website www.omcltd.in & Director of Mines, Steel and Mines Dept web site www.orissaminerals.gov.in. A draft of Rs.5,250/- (including VAT 5%) drawn in favour of OMC Ltd, on any scheduled bank payable at Bhubaneswar is to be submitted along with completed tender document at the time of submission towards cost of tender paper. The cost of tender paper is non-refundable. Tender without tender paper cost will be rejected.

Sd/-

DY.GENERAL MANAGER (IT)
ODISHA MINING CORPORATION LTD

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1. Invitation for Bids

1.1. Invitation for Bids

The Dy.General Manager(IT), OMC Ltd, Bhubaneswar 751001, invites sealed tenders in two bid system (**Technical & Financial**) for Facility Management Service (FMS) which means comprehensive Hardware and software maintenance contracts of entire IT infrastructure of Directorate of Mines, Steel and Mines Department, Govt. of Odisha. Both the bids should be sealed and super scribed as: for technical bid “Technical Bid & EMD for Facility management Service(FMS) for IT Infrastructure of Directorate of Mines, Steel and Mines Department, Govt of Odisha” and for financial bid “Financial Bid for **Facility management Service (FMS)** for IT Infrastructure of Directorate of Mines, Govt of Odisha” Both the sealed envelopes should be enclosed in single cover and super scribed as- “**Facility Management Service (FMS)**. Tender should be accompanied with a bank draft of Rs.50,000/- (Rupees fifty thousand only) as EMD amount drawn in favour of Odisha Mining Corporation Limited, on any scheduled bank payable at Bhubaneswar 751001.

1.2. Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of the bid.

2. Instruction to Bidders

2.1. Language of Bids

The bid to be submitted by the Bidder, as well as all correspondence and documents relating to the bid exchanged between the Bidder and OMC, shall be written in English language only.

2.2. Documents Constituting the Bids

The bid prepared by the Bidder shall comprise the following components. The bids not conforming to the requirements shall be summarily rejected.

- (i) Cost of tender paper
- (ii) Technical Bid
- (iii) Financial Bid
- (iv) Bid Security(EMD)

2.3 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of the Bid and OMC/ Directorate of mines will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

2.4. Bid Prices

2.4.1. Prices in the Price Schedule

The Bidder(s) shall quote price in clear terms. Break ups have to be given in the Format for Financial Bid described in Financial Bid format in Annexure- F. The taxes applicable should be shown separately and clearly. Any change in taxes or levies structure by the Government of India will be applicable at the time of billing.

The Financial Bids should strictly conform to the formats to enable evaluation of bids and it may be noted that the bids having any hidden costs or conditional costs will be liable for straight rejection.

2.4.2. Separation of Price Components

The price components furnished by the Bidder in accordance with Section 2.4.1 above will be solely for the purpose of facilitating the comparison of bids by OMC and will not in any way limit OMC's right with respect to the contract.

2.4.3. Fixed Price

Prices quoted by the Bidder shall be fixed for the contract period and no variation will be allowed under any circumstances.

2.4.4. Bid Currencies

Prices shall be quoted in Indian National Rupee

2.5. Bid Security / Earnest Money Deposit (EMD)

2.5.1. Amount of EMD

The Bidder shall furnish, as part of its bid, a bid security of **Rs.50,000/-** in the form of Demand Draft / Pay Order drawn in favour of ***Odisha Mining Corporation Limited***, on any scheduled bank payable at Bhubaneswar 751001.

2.5.2. Currency of EMD

The bid security shall be furnished in Indian National rupees.

2.5.2.1 The Cost of Tender Paper

The tender schedule can only be down loaded from OMC website www.orissamining.com/ www.omcltd.in/ www.orissaminerals.gov.in. Such downloaded bids will be submitted along with the cost of tender document of Rs.5,250/- (including VAT 5%) in form of Demand Draft on any scheduled bank payable at Bhubaneswar 751001. The cost of tender documents will be enclosed with the envelop containing technical bid and EMD.

2.5.3. Requirement of EMD

The bid security is required to protect OMC/ Directorate of Mines against the risk of Bidder's conduct. Refusal by the bidder to undertake the work after selection, failure to provide service as per the contract, would warrant the security's forfeiture. It shall not attract any interest, in any case.

2.5.4. Rejection of Bid

Any bid not secured in accordance Sections 2.5.1, 2.5.2 and 2.5.2.1 mentioned above, will be rejected by OMC as non-responsive.

2.5.5. Discharge of EMD of unsuccessful Bidder

Unsuccessful Bidder's EMD will be discharged / returned as promptly as possible, but within 15 days after the signing of agreement with the selected party without any interest.

2.6. Period of Validity of Bids

2.6.1. Validity Period

Bids shall remain valid for 60 days after the date of bid opening prescribed by OMC. OMC shall reject a bid valid for a period shorter than 60 days as non-responsive.

2.6.2. Extension of Period of Validity of bid

In exceptional circumstances, OMC may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. The bid security provided under Section 2.5 shall also be suitably extended.

2.7. Format and Signing of Bid

2.7.1. Number of Copies of Bid

The Bidder shall prepare one hard copy of the Technical Bid, enclosing EMD of Rs.50,000(Rupees fifty thousand only) and cost of tender paper clearly super scribing " Original Technical Bid and EMD ".

The Bidder shall prepare one hard copy of the financial bid, clearly super scribing "Original Financial Bid ".

Rest of the copies of technical as well as financial copies will be super scribed as "Spare Technical Bid" and super scribing "Spare Financial Bid". In case of any discrepancy the bid in the original copy will be taken into consideration.

2.7.2. Authentication of Bid

The original and all copies of the bid shall be type written and shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. **The letter of authorization shall be indicated by a written power-of- attorney accompanying the bid.** The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature.

2.7.3. Validation of interlineations in Bid

Any interlineations, erasers or overwriting shall be valid only if the person or persons signing the bid initial them.

2.8. Sealing and Marking of Bids

2.8.1 Enclosing of Bid

The Bid has to be submitted in 2 envelopes

Envelope 1- Technical Bid- Tender documents signed in all papers, documents support of eligibility qualification condition in the bound hard copy along with EMD of Rs 50,000/- and cost of tender Rs. 5,250/-(including VAT of 5%) to be put in a sealed envelope and super scribed as “ Technical Bid & EMD for **Facility management Service(FMS)** for IT Infrastructure of Directorate of Mines, Steel and Mines Department, Govt of Odisha.

Envelope 2- Financial bid- the Financial bid in format (Annexure-F Table 1 to 5) duly filled in are to be put into a separate sealed envelope to be marked as “Financial Bid for **Facility management Service (FMS)** for IT Infrastructure of Directorate of mines, Govt of Odisha.

All two sealed envelopes should again be placed in a outer sealed envelope with super scribing as “Bid for Facility management Service (FMS) of Directorate of Mines”, which should be dropped in the tender box kept at IT Section or deposited at 3rd Floor, IT Section, Bhubaneswar **or It should reach the above address on or before submission date and time.** One original and one spare copy of the Technical and Financial bids have to be submitted.

2.8.2. Mailing Address for Bids

The envelopes shall be addressed to OMC at the following address

Dy. General Manager(IT), Odisha Mining Corporation Limited, OMC House, Post Box No.34, Unit-V, Bhubaneswar, Odisha, 751001.

Also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

2.9. Rejection of Bid

The Bid has to be submitted in the form of printed document. The bids submitted by Telex, fax or email bids shall be rejected.

If the envelope is not sealed and marked as required by the Sections 2.8.1 and 2.8.2, OMC will assume no responsibility for the bids misplacement and will be subject to rejection.

2.10. Deadline for submission for Bids

2.10.1. Last date for Submission

The Bids (Technical and Financial) must be received by OMC, at the address specified on or before 21-08-2015 (1500 Hrs). Bids received beyond the specified date and time shall not be considered.

2.10.2. Extension for last date for submission

OMC may, at own discretion, extend this deadline for submission by notifying the same in the news paper or in the website.

2.11. Bid Opening and Evaluation of Bids

2.11.1. Opening of Bids

The proposals will be opened by the Technical Evaluation Committee (TEC) or its authorized representative. Sequence of opening shall be as follows:

First, the envelope containing Technical Bid and EMD shall be opened. The bids without EMD in specified form shall be summarily rejected.

The second envelope containing the detailed price offer will not be opened until technical evaluation has been completed and the report is approved by evaluation committee/ competent authority. OMC has the right to accept or reject any bid without assigning any reason.

2.11.2. Evaluation of Bids

A two-stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed entirely prior to any financial proposals being opened.

Note: No bidder will try to influence directly or indirectly the members of the evaluation committee, and if found doing so, that bid shall summarily be rejected.

2.11.2.1. Evaluation of Technical Bids

Bidders need to comply with all the eligibility-qualifications conditions mentioned below;

GENERAL REQUIRMENT

SI.NO.	Pre- Qualification Criteria	Required Documents
1	Average Annual financial turnover during the last three years ending 31st March of 2015 should be at least 15 Crore.	Audited Annual Accounts /Certificate from a chartered accountant in practice.
2	Bidder must have its own valid PAN No. AND SERVICE TAX REGISTRATION NO. MEANT FOR IT SERVICES,TIN & CIN.	Documents of proof
3	The Bidder should have been making profit for the last two completed financial years	Audited Profit and Loss Account Statement or Certificate from a chartered accountant in practice.
4	The Bidder should be a company registered under Indian Companies Act 1956	Attach copy of the certificate of incorporation from the RoC, MOA and Articles of Associations.
5	During last 5(five) years the bidder should not have been blacklisted/ debarred from participating in bid by OMC or any other Govt. organisation. An undertaking to this effect is to be submitted by the bidders. If subsequently the bidder's undertaking is found to be incorrect the tender/order if placed on the bidder with reference to this tender shall be cancelled.	An undertaking to this effect should be submitted.
6	Deposit of required EMD & cost of tender documents.	Required DD/pay order drawn as instructed.

TECHINICAL REQUIRMENT

SI.NO.	Pre- Qualification Criteria	Required Details
1	The Bidder should have minimum 4 years of experience in the area of IT Facility Management Service, having successfully executed at least three works of FMS/IT Operation, Support & AMC costing not less than 30 lakhs (Rupees thirty lakhs) out of last 3 year and the bidder should have an ISO quality management certification for IT FMS.	Copies of Work Orders/relevant document as proof.
2	The bidder shall have relevant Quality Certification of ISO 27000 series/BS 15000/BS7799/ITIL relevant for Computer Systems, LAN, WAN, IT Security, Facility Management of IT infrastructures and IT services.	Copies of work order / user certifications.
3	Successful bidder should be capable for finalising back-to-back agreement with respective OEMs namely IBM, ORACLE, CISCO, HP,EMERSON, MICROSOFT, EPSON etc.	Bidder should submit copy of the agreements from respective OEMs if any or an undertaking for signing such agreement on award of the work.
4	The bidder should have experience in working with Windows, Desktop and Server Operating Systems, Linux desktop and Server Operating Systems, Oracle RDBMS 10.2 or higher version.	Documents as proof of credential
6	The bidder should have experience in managing network comprising of Wireless LAN, terrestrial LAN, WAN with Leased Circuits, CUG Network.	Documents as proof of credential
7	The vendor should have experience of IT Asset management and monitoring of networks through automated software monitoring tools.	Documents as proof of credential
8	The vendor should have local presence in Bhubaneswar/Odisha for effective support	Relevant Documents as proof of credential

	and coordination.	
9	The bidder should meet all statutory compliances for manpower deployment and service support.	Relevant Documents as proof of credential
10	The bidder should have experience in help desk setups for call management and resolution, report generation and vendor coordination to ensure better quality & closely tracked services.	Relevant Documents as proof of credential

OMC may request the bidders to make a presentation on their proposal, to an Evaluation Committee to be constituted for the purpose.

2.11.2.2. Evaluation of Financial Bids

(a) The financial bids of only those bidders who qualify in the Technical Bid evaluation process will be considered for financial bid evaluation and the L1 bidder may be assigned the work.

(b) OMC shall however not bind itself to accept the lowest and / or any bids and reserves the rights to accept / reject any bids, wholly or in part.

2.12. Clarification of Bids

During evaluation of bids, OMC may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, OMC reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder. Also seeking clarification does not mean vendor’s bid has been accepted.

2.13. Preliminary Examination

2.13.1. Completeness of Bids

OMC, will examine the bids to determine whether these are complete, whether they meet all the conditions of the tender and Technical Specifications and whether any computational errors have been made, whether required documents/securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

2.13.2. Rectification of Errors

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

2.13.3 Rejection of Bid

If a bid is not responsive and not fulfilling all the conditions it will be rejected by OMC and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

2.14 Notification of Award

2.14.1. Notification of Awards to Bidder

Before the expiry of the period of validity of the proposal, OMC shall notify the successful Bidder in writing by registered letter or by fax, that its bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of award.

2.14.2. Formation of Contract

OMC may negotiate certain terms with successful Bidder before the finalization of contract. The notification of the award shall invite signing an agreement with the awardee.

2.14.3. Discharge of Bid Security

Upon the successful Bidder furnishing its acknowledgement, OMC shall promptly ask the Bidder to provide performance guarantee in favour of the **Director of Mines/Authorised official**. On receipt of the performance guarantee Director of Mines/or its Authorised official shall sign the contract agreement and OMC shall refund the bid security (EMD). The successful bidder shall also sign a Non Disclosure Agreement (NDA).

2.15. Annulment of Award

Failure of the successful Bidder to comply with the above requirements shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security of the bidder, in which event the next lowest evaluated Bidder (L2 bidder) may be considered to assign the work at L1 rate or L2 rate or the negotiated rate.

2.16. Termination of Contract

2.16.1. Termination by Directorate of Mines

1. Directorate of Mines reserves the right to suspend any of the Services and/or terminate this Agreement in the following circumstances by giving 30 days notice in writing: Agency becomes the subject of bankruptcy, insolvency, winding up, receivership proceedings or In case Directorate of Mines finds illegal use of connections, hardware, software tools that are dedicated to Directorate of Mines only.

2.16.2. Termination for Default:

Director of Mines may without prejudice to any other remedy for breach of contract, (including forfeiture of Performance Security) by written notice of default sent to the **Service Provider**, terminate the Contract in whole or in part.

- a) If the **Service Provider** fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by DDM/M.O, **or**
- b) If **Service Provider** fails to perform any other obligation under the Contract to the satisfaction of Director of Mines.

2.16.3. Conditions for Termination

- 1) Upon occurrence of an event of default as set out in above-mentioned Section 2.16.2, Director Of Mines will deliver a default notice in writing to the other party, which shall specify the reason of default, and give the other party an opportunity to correct the default within a reasonable period.
- 2) At the expiry of notice period specified in Section 2.16.1 unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the Agreement.

2.17. Force Majeure

Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could not have prevented through Good Industry Practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the Bidder. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The Bidder shall be relieved from forfeiture of its implementation guarantee, Performance Guarantee, levy of Penalties, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

2.17.1. Force Majeure Events

The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as per Section 2.17 above. Without imitation to the generality of the foregoing, Force Majeure Event shall include following events, circumstances, and their effects to the extent that they, or their effects, satisfy the following requirements:

2.17.1.1 Natural Events

“Natural Events” to the extent they satisfy the foregoing requirements including: (a) any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;

(b) Explosion or chemical contamination (other than resulting from an act of war);

(c) Epidemic such as plague;

(d) Any event or circumstance of a nature analogous to any of the foregoing.

2.17.1.2 Other Events

“Political Events” to the extent that they satisfy the foregoing requirements including:

(a) Political Events, which occur inside the State where OMC is being implemented or involve directly the State Government and the Central Government (“Direct Political Event”), including:

(i) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage; (ii) Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;

(ii) Any event or circumstance of a nature analogous to any of the foregoing.

(b) Political Events which occur outside the State where OMC is being implemented and the Republic of India do not involve the State Government and/or the Central Government (“Foreign Political Events” or “Indirect Political Events”) including, but not limited to:

(i) Act of war (whether declared or un-declared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, or act of terrorism;

(ii) Strikes, work to rule, go-slows

(iii) Any event or circumstance of a nature analogous to any of the foregoing

2.17.2 Force Majeure Exclusions

Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:

(a) Unavailability, late delivery, or changes in cost of the Directorate machinery, equipment, materials, spare parts

(b) Delay in the performance of any contractor, sub-contractors or their agents;

(c) Non-performance resulting from normal wear and tear of the materials and equipment; and

(d) Non-performance caused by, or connected with, the Affected Party’s: (i) Negligent or intentional acts, errors or omissions; and/or

(ii) Failure to comply with an Indian law or Indian Directive; and/or

(iii) Breach of, or default under the Agreement

2.17.3 Procedure for Calling Force Majeure

(a) The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

(b) Any notice pursuant to Section 2.17.1 shall include full particulars of: the nature of each Force Majeure Event which is the subject of any claim for relief under the Agreement; the effect which such Force Majeure Event is having or is likely to have on the Affected Party’s performance of its obligations under the Agreement; the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations under the Agreement which are affected; and any other information relevant to the Affected Party’s claim.

2.17.4 Procedure for Claiming Relief

i) Where an Affected Party claims relief on account of Force Majeure Event then, the rights and obligations of both Parties under the Agreement shall be suspended to the extent that they are affected by such Force Majeure Events.

ii) In an Event of Force majeure:

(a) The Affected Party shall use its best efforts to minimize the effects of Force Majeure and remedy any inability to perform due to Force Majeure;

- (b) The Affected Party shall provide daily written reports to the other Party regarding its progress in overcoming the adverse effects of the Force Majeure event;
 - (c) the Affected Party shall, as soon as reasonably practicable after claiming such relief, provide the other Party with written notice containing such information as may be reasonably required to justify the claim for relief due to Force Majeure;
 - (d) the Affected Party shall claim in respect of physical loss or damage resulting from the event constituting Force Majeure which are available from Insurances pursuant to any Insurance maintained by the Affected Party and ensure such claims are made as soon as is reasonably possible and that the proceeds of any such Insurance claims are applied to remedy, the effects of the event constituting Force Majeure as soon as is reasonably possible; and
 - (e) The Affected Party shall, at its own cost, take all steps reasonably required to restore its ability to perform its obligations under the Agreement as soon as possible, including the recommissioning of any affected part of the OMC.
- iii) When the Affected Party is able to resume performance of its obligations under the Agreement, it shall promptly give the other Party written notice to that effect. In no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.

2.17.5 Extensions due to Force Majeure

Neither Party shall be responsible or liable for, or deemed to be in breach of the Agreement because of any failure or delay in complying with its obligations under the Agreement, due solely to one or more events of Force Majeure, and the periods allowed for the performance by the Parties of such obligation(s) shall be extended on a day-for-day basis from the date of the event of Force Majeure provided that no relief shall be granted to the Affected Party to the extent that such failure or delay would have nevertheless been experienced by that Party had such Force Majeure event not occurred.

2.17.6 Termination as a result of Exceptional Event

Notwithstanding anything contained herein, in case the period of Force Majeure lasts for more than 3 (three) months from the occurrence of the event of force majeure, whether such force majeure event occurs before or after commissioning of the Project, either party shall have the right to terminate the Agreement by a written notice of 15 (fifteen) days to the other party. The Bidder shall give notice to the OMC of:

- (a) The cessation of the event or circumstance of Force Majeure being claimed; and
- (b) The cessation of the effects of the event or circumstance of Force Majeure being claimed on the enjoyment by such Party of its rights or the performance of its obligations pursuant to the Agreement, as soon as possible after becoming aware thereof.

2.18 Time Lines and Duration

The facility management services needs to be provided for an initial period of one year and extendable up to 31.03.2017. However in exigency the contract may be extended beyond 31-03-2017 at sole discretion of directorate of mines with mutual consent between vendor and directorate of mines. Should there be any occasion for extension; the same shall be in place 30 days before expiry of the contract.

2.19 Facility Management Eligibility check list

Name of the Bidding Organization :
 Name and Designation of the person
 authorized to sign the bidding documents :
 Official Address, email and fax address :
 Official website :
 Contact details (phone no & mobile no.) :

Sl No.	Qualification required	Complied (Yes/No)	Documents of proof
1	Cost of tender		
2	Cost of EMD		
3	Signed copy of tender document		
4	Average Annual financial turnover during the last three years ending 31st March of 2015 should be at least 15 Crore.		
5	Bidder must have its own valid PAN No. AND SERVICE TAX REGISTRATION NO. MEANT FOR IT SERVICES, TIN & CIN.		
6	The Bidder should have been making profit for the last two completed financial years		
7	The Bidder should be a company registered under Indian Companies Act 1956		
8	During last 5(five) years the bidder should not have been blacklisted/ debarred from participating in bid by OMC or any other Govt. organisation. An undertaking to this effect is to be submitted by the bidders. If subsequently the bidder's undertaking is found to be incorrect the tender/order if placed on the bidder with reference to this tender shall be cancelled.		
9	Deposit of required EMD & cost of tender documents.		
10	The Bidder should have minimum 4 years of experience in the area of IT Facility Management Service, having successfully executed at least three works of FMS/IT Operation, Support & AMC costing not less		

	than 30 lakhs (Rupees thirty lakhs) out of last 3 year and the bidder should have an ISO quality management certification for IT FMS.		
11	The bidder shall have relevant Quality Certification of ISO 27000 series/BS 15000/BS7799/ITIL relevant for Computer Systems, LAN, WAN, IT Security, Facility Management of IT infrastructures and IT services.		
12	Successful bidder should provide an undertaking for back-to-back agreement with respective OEMs namely , IBM, ORACLE, CISCO, HP,EMERSON, MICROSOFT, EPSON etc.		
13	The bidder should have experience in working with Windows, Desktop and Server Operating Systems, Linux desktop and Server Operating Systems, Oracle RDBMS 10.2 or higher version.		
15	The bidder should have experience in managing network comprising of Wireless LAN, terrestrial LAN, WAN with Leased Circuits, CUG Network.		
16	The bidder should have experience of IT Asset management and monitoring of networks through automated software monitoring tools.		
17	The bidder should have local presence in Bhubaneswar/Odisha for effective support and coordination.		
18	The bidder should meet all statutory compliances for manpower deployment and service support.		
19	The bidder should have experience in help desk setups for call management and resolution, report generation and vendor coordination to ensure better quality & closely tracked services.		

Signed for and behalf of _____

Name :
Designation :
Seal :

NB: Please refer to the evaluation of technical bid i.e general & technical requirements before filling up the check list. Please furnish the details on the official letter head duly signed by authorized representative on each page.

3.SCOPE OF WORK, TERMS AND CONDITIONS

3.1.Scope of Services

The bidder will undertake the facility management of the entire IT infrastructure of Directorate of Mines spread across its mining officer's office, DDM offices, State Data Centre and Directorate of Mines at Bhubaneswar comprising of Servers, SAN, Desktops, LAN, WAN networks. The purpose of the facility management is to ensure uninterrupted operation, efficient and effective utilization of the IT resources.

As part of the facility management, the Agency shall provide services of trained and qualified technicians as per Annexure-G at different locations of the Directorate of Mines in order to ensure the uptime and service availability requirements as specified in the tender document. The Bidder shall provide an onsite dedicated team of professionally qualified/trained team of manpower headed by a professionally qualified and sufficiently experienced on site project manager, who will be exclusively responsible for day to day on site activities and will be reporting to the competent authority of Directorate of Mines. Onsite manpower will be dedicated to Directorate of Mines project and sharing of these resources with any other project will not be allowed. Suitable action amounting to termination may be initiated on discovering so. Subletting of the entire project as a whole by the bidder to other third party in respect of the FMS of Directorate of mines is not allowed under this contract. The bidder will coordinate activities of these technicians and an electronic register cum issue tracker of complaints will be maintained where all calls will be logged. The technicians will also be available during odd hours for any critical needs. The bidder shall provide services of on-site technicians at Directorate of Mines, Bhubaneswar office, DDM/M.O Offices and weight bridge sites as required. The technicians posted at DDM/M.O Offices /sites shall provide service to all the mines under the respective DDM/M.O Office. The location of Directorate, DDM/M.O office and weigh bridge locations are enclosed at ANNEXURE-A. Their services may be utilized at other stations in case of emergency under orders from head office.

The bidder has to ensure uninterrupted availability of the resources. The requirements of up-time, service availability and penalty in case of non compliance are enclosed at ANNEXURE-B. The resident personnel proposed shall report daily at the respective DDM/M.O office & The Directorate. All complaints will be taken centrally at each location by the service personnel. These will be reviewed daily with designated authority for pending calls and possible escalation. All reports of complaints, maintenance activities, pending calls etc. will be furnished by the bidder and will be reviewed by designated authorities of Directorate of mines. In case the performance of any resident technician is found to be inadequate, a replacement will be provided by the bidder within fifteen days. All necessary infrastructure monitoring, management and reporting activities needs to be undertaken using suitable independent reputed brand web based facility management software, in which Directorate of mines designated officer can be an authorized user and independently access the monitoring parameters, various reports, alerts and indicators. The details of such software need to be provided and included in the commercial offer.

Bidder shall maintain a set of critical spare parts at the Directorate premises to ensure that the downtime in the event of part failure is the minimum possible. The Director of mines shall handover the presently available spare systems if any to the

vendor. Director of mines may provide the bidder necessary storage space for storage to stock the spare parts at its premises with reasonable security, Directorate of Mines however having no liability as to the safety or security of the stocks.

The detail lists of equipments along with their location are available as ANNEXURE-D. As part of third party vendor management, the bidder has to interface with existing service providers such as BSNL, HP, CISCO, Microsoft, D-Link, etc. for obtaining support for equipments covered under AMC or warranty. In case new equipments and vendors are added during the contract period, the additional equipments and vendor liaison are also to be undertaken in the facility management and the price for such additional works will be finalized on negotiation. After expiry of warranty or AMC, the equipments are to be maintained by the bidder as part of the facility management. The cost of AMC for such equipments needs to be included in the offer.

3.2. Service Period

The facility management services needs to be provided for an initial period of one year and extendable up to 31.03.2017. However in exigency the contract may be extended beyond 31-03-2017 at sole discretion of Directorate of Mines with mutual consent between vendor and Directorate of Mines. Should there be any occasion for extension; the same shall be in place 30 days before expiry of the contract.

3.3. Support Areas:

The scope of work can be organized into the following broad areas.

1. Server management
2. OS and Database management
3. Desktop and Laptop Management
4. Application Management
5. Security Management
6. Power Conditioner
7. Peripherals Management
8. LAN Management
9. WAN management
10. Internet and Web Management
11. Third party vendor management
12. Help Desk management and infrastructure monitoring

3.3.1 Application Management:

Details of proposed services for Application Management Area:

The application management needs to be taken up for support and trouble shooting of system for uninterrupted operation of the entire mining landscape. The service deliverables needs to be provided in the following areas:

- CCMS Monitoring
- Server load and performance monitoring
- Monitoring of database parameters
- Managing system alerts, dumps and messages
- Managing backup and restore activity

- Managing security
- Configuration activities
- User role and profile management
- Job management
- Management of patches and updates

These activities need to be undertaken with due approval and authorization from Directorate of mines designated authority. The purpose of these activities is to ensure uninterrupted availability of the online environment for the entire location of Directorate of mines. Any activity deemed necessary for the efficient and uninterrupted operation of the i3ms system needs to be undertaken by the bidder.

The bidder may propose both on-site and off-site service support and indicate the support model for the proposed options along with the cost implications. The uptime requirement of the different landscape systems is indicated in ANNEXURE-C.

3.3.2 Server management

- User Creation / Deletion / troubleshooting on Active Directory Services, configuration of DHCP on windows and Linux environment, Linux Mail server.
- Administration, User support and troubleshooting for the Windows Terminal Server / Remote Desktop Management Software
- Patch Management.
- Linux based Proxy server / Mail server / Firewall administration and monitoring
- Windows based server administration and monitoring
- In case of any problem/crash/hardware failure, the bidder will be responsible to get the server to its running condition with all configuration and applications as it was running before.

3.3.4 OS and Database management

- Creating User groups, tables and profiles.
- Creating and Maintaining tables/ indexes/ views / queries.
- Managing Devices & Databases, User Accounts, Access rights, resources.
- Scheduling tasks and alerts.
- Managing the size and file of the database schema objects.
- Implementing and maintaining regular backup procedures.
- Pro active disk management.
- Implementation / Support and Functionality for all the activities related with RDBMS.
- Instance start up and shutdown of Database Server.
- Establishing security policies, Database User Management, User Authentication with the help of Software Vendor.

- Auditing database use, Guidelines for Auditing, Creating and deleting the Database Audit Trail Views, Managing Audit Trail Information.
- Backup & recovery – Database Backup, Database Recovery, Import and Export.
- Tuning Input / Output, Reducing Disk Contention, Allocation Space in Data Blocks, avoiding Dynamic Space Management.
- Installing and configuring the database server and clients according to plan.
- Performance fine tuning and smooth functioning.
- Installation & configuration of the Database.
- Monitoring and tuning database server.
- Importing, Exporting and distributing Data.
- Analysis related to database administration and related reports
- Periodic Data backup and restores.
- Implementation / Support and Functionality for all the activities related with RDBMS.
- Creation/ Configuration of Database in consultation with the software Vendor or the Directorate of mines.
- Administrating database security privileges authentication.
- Operating System Security, Data Security Policy, User Security Policy and Password Management Policy.
- Managing users and resources, Session and User Licensing, User Authentication, Listing Information about Database Users and Profiles.
- Setup alerts for monitoring performance of database servers. Fine-tune database server (& operating system, if required), to achieve better system performance.
- Patch Management.
- In case of any problem/crash/hardware failure, the bidder will be responsible to get the server to its running condition with all configuration and applications as it was running before.

3.3.5 Desktop and Laptop Management

- Software support like Acrobat reader, Microsoft Office (MS Excel, Word, PowerPoint, Access), Operating systems and other desktop software.
- Configuring and troubleshooting the browser for proxy settings
- Patch Management.
- Problems pertaining to Laptops.

3.3.6 Application Management

- Installation and maintenance of server and desktop application software
- Configuration of application software for user access and controls
- Installation and configuration of Software update services
- Installation and configuration of licensing and terminal services

- Back up and restoration of configurations and settings
- Access control, security, license management and administration

3.3.7 Security Management

- Antivirus software management on clients and servers.
- Monitoring the updating of Virus definition on the client PCs. In case of virus problem, identifying and isolating the affected PC from the network and fixing the problem with the virus removal tool.
- Virus, Anti-virus, malicious code, spam detection and removal.
- Anti-virus console management
- Patch updates & generation of reports.
- Interaction with CERT-IN and other certified public security advisors
- Installation and configuration of update servers for anti virus.

3.3.8 Power Conditioner .

- Regular checking of UPS and other devices for desired operation
- Replacement of defective components through specified bidder or third party for uptime.
- Shifting and replacement of spare UPS and other devices such as CVT, stabilizers
- Monitoring of On-line UPS at DDM office and Directorate office and weigh bridges.
- Ensuring availability of proper earthing and lightning protection at all locations.
- The bidder has to assure uptime for the UPS systems and power conditioners at Directorate of mines, DDM Offices and weigh bridge as specified in Annexure-C, failing which penalty @ 5% of the contract value per system may be imposed.

3.3.9 Peripherals Management

- Oiling of the mechanical components
- Adjustments of mechanical parts
- On-line printing check
- Addressing Printer problems

3.3.10 Network Management

- Network configuration and troubleshooting.
- Co-ordination with vendors for troubleshooting, monitoring and maintenance of network equipments, quality of leased lines etc.
- Supporting users in utilizing voice / data applications over the Directorate of mines wide area network.
- Problems pertaining to Corporate Intranet – User side
- The vendor shall use suitable independent reputed brand web based facility management software, in which Directorate of mines designated officer will be

one of the authorized user and independently access the monitoring parameters, various reports, alerts and indicators. Network Monitoring Software will be used for the network monitoring of the WAN/LAN systems and equipments it proposed to maintain. It shall generate necessary reports using the software for effective network monitoring, bandwidth utilization, up-time and failure reports.

- The bidder has to assure uptime for the network equipments and circuits of Directorate, DDM offices and Weight Bridge as specified in Annexure-C, failing which penalty @ 5% of the contract value per equipment/circuit may be imposed. If at any time during of the Contract, the bidder should encounter conditions impending timely performance of service, the bidder shall promptly notify to the Directorate of mines in writing of the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the bidder's notice, the Directorate of mines shall evaluate the situation and may at its discretion waive the penalty.
- In case of any problem/crash/hardware failure, the bidder will be responsible to get the server/networking devices i.e routers, managed switches, modems to its running condition with all configuration and applications as it was running before.

3.3.10.1 LAN Management

- Local Area Network Trouble shooting, operation and maintenance
- AMC of all LAN equipments
- Extension and shifting of LAN connection
- Configuration and management of wireless LAN equipments
- Configuration and management of VLAN

3.3.10.2 WAN management

- Wide Area Network Trouble shooting – Data / Voice connectivity, VPN setup and trouble shooting.

3.3.11 Software Installation and Management

- Handling trouble-shooting of software related problems pertaining to PCs, Printers and other associated equipment. Software includes Operating System (OS), device drivers and patches.
- Installation and configuration of windows and Linux based software like OS, user software, Office and other software as per setup procedures.

3.3.12 Backup Management

- Periodic backup of Servers such as Oracle Database Servers, Windows 2003 Servers, Linux Servers, Update servers, Proxy servers etc.
- Enabling periodic backup of PCs of users.
- Backup of configurations of routers, switches, firewalls and other such devices.

3.3.13 Internet and Web Management

- Handling, trouble-shooting of software and hardware related problems of the internet system comprising of leased lines, BSNL broadband and dialup connections, proxy servers, firewalls and other associated equipments including operation and installation of software for the internet and web services.
- Monitoring of internet usage against spam and unauthorized access,

- Implementation of access policies etc.
- Internet Access trouble shooting and vendor co-ordination.
- Configuring and troubleshooting mail client for accessing mails.
- E-mail and messaging

3.3.14 Weigh Bridge System management

The bidder has to ensure uninterrupted operation of the computer systems installed for the operation of electronics weigh bridges at different locations of Directorate of mines. The bidder has to assure uptime of the computer systems and weigh bridges as indicated in the ANNEXURE-B.

3.3.15 Third party vendor management

The bidder needs to liaison with existing service providers such as BSNL, HP, CISCO, Microsoft, D-Link, HCL Info system, Emerson , Kirloskar, Power supply agencies etc. for obtaining support for equipments covered under AMC or warranty. **After expiry of warranty or AMC, the equipments are to be maintained by the bidder as part of the facility management.**

3.3.16 Help Desk management and infrastructure monitoring

- Maintaining call sheets and obtaining user sign-off on call closure.
- Preparation of monthly reports comprising executive summary of recurring/unusual and other cases handled.
- Down-time Analysis.
- Maintaining and Monitoring help desk.
- Monthly reporting and quantitative analysis of internet and network usage
- Monitoring LAN/WAN traffic and exception reporting.

3.3.17 Other General Management

- The personnel of the Bidder needs to undertake the activities with approval from designated authorities, including but not limited to:

Preventive maintenance:

This will include services such as –

- Oiling of the mechanical components
 - Adjustments of mechanical parts
 - Hard disk check up for bad sectors
 - Electrical installation check of Earthing / Voltages
 - UPS – Uninterrupted Power Supply function check
 - On-line printing check
- Bidder shall ensure that the response will be timely as per the agreed SLA. Depending upon the assessment of the issue to be addressed, the vendor will –
 - Ensure problem rectification
 - Arrange for delivery of required parts

- Arrange for provision of standby equipment

The Bidder will also be responsible for activities including:

- Shifting of equipments
 - Addressing Hard-disk problems
 - Addressing Printer problems
- Setup of Audio-Visual Presentations through OHP, LCD Projectors, Video Conferencing systems.
 - Support required for any new technologies that may be implemented by Directorate of Mines such as VPN, Wireless LAN, Data Centres, and Disaster Recovery Centres etc.

4. **CONTRACT PRICES:**

- 4.1 The Bidder shall give the total composite price and the price needs to be individually indicated against the items it proposed to maintain under the facility management contract.
- 4.2 The Rates quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. The price approved by the Director of Mines for award of this contract will be exclusive of all levies and taxes. However any increase or decrease of statutory taxes and levies from the date of receipt of offers shall be to the account of Director of Mines.
- 4.3 In case of revision of statutory levies/Taxes during the finalization period of the tender, the Director of Mines reserves the right to ask for reduction in the prices.

5. **OMC/DIRECTORATE'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:**

The OMC/DIRECTORATE'S reserves the right at the time of award of work and during the tenure of the contract to add, decrease or increase the quantity of items offered for service and maintenance on the basis of reduction by virtue of expiry of life of the asset or addition after expiry of warranty period for similar configured items on the same terms and conditions.

In case Director of Mines decide to decrease the quantity of work awarded to the Bidder, it shall inform the Bidder at least 30 days in advance from the date the decrease in work becomes effective.

6. **PERFORMANCE SECURITY:**

- 6.1 The Bidder shall furnish performance security to Director of Mines for an amount of 10% of the one year contract value in the form of DD/ Pay order drawn on any schedule Bank/Bank Guarantee in Directorate of Mines format (as enclosed in Annexure-I) from any PSU bank, payable at Bhubaneswar within 30 days of receipt of the Work Order. The validity period of the Bank Guarantee must be two months more than the work period. The BG has to be confirmed before release of any payment by OMC/Directorate of Mines. If the work order is not accepted, then the bid security (EMD) will be forfeited. In case of extension of facility management, the performance security is to be extended accordingly, but the

validity period thereof shall always two months more than the period of contract. EMD will be refunded on submission of performance security and signed agreement.

- 6.2 The bid security(EMD) submitted by the successful bidder could be adjusted against performance security amount and the balance amount, if any, needs to be paid if the successful bidder chooses to furnish the performance guarantee in the form Demand Draft / Pay order.
- 6.3 The proceeds of the performance security shall be payable to the OMC/Directorate of mines as compensation for any loss resulting from the failure of the Bidder to complete its obligations under the Contract.
- 6.4 The Performance Security shall be in the form of bank guarantee issued by a nationalized Bank at Bhubaneswar and in the format provided by OMC/Directorate.
- 6.5 The Performance Security will be returned by the OMC/ Directorate after completion of the performance obligations by the Bidder under the contract.
- 6.6 Signing of agreement: On submission of performance guarantee, agreement with OEM (as per clause 2.11.2.1) the agreement for the work would be signed between the selected bidder and OMC.

7. INSPECTION AND TESTS:

- 7.1 If any spares/equipment or any part thereof supplied by the Bidder is found defective the same shall be got replaced from an outside source and the cost of any such replacement made by the Directorate of mines shall be deducted from the amount payable to the maintenance Bidder.

8. WARRANTY:

- 8.1 The Bidder shall provide the warranty for 12 months that items supplied/replaced shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered. All parts of the printers and scanners will be covered under warranty/AMC except cartridges. The Bidder shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of materials to meet equipment requirements, inadequate contract protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at its own cost when called upon to do so by the Directorate of Mines.
- 8.2 If it becomes necessary for the Bidder to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion / portions equipment so replaced or renewed or until the end of twelve months. If any defect is not remedied within a reasonable time, the Directorate of Mines may proceed to do the work at the Bidder's risk and expenses, but without prejudice to any other rights, which the Directorate of mines may have against the Bidder in respect of such defects.
- 8.3 Replacement under warranty clause shall be made by the Bidder free of all charges at site including freight, insurance and other incidental charges.

9. PAYMENT TERMS:

- 9.1 Payment will be made on quarterly basis based on evaluation of performance after completion of said quarter on deduction of applicable penalty if any. Following documents are to be submitted at the end of each quarter along with the bill for making payments:
- (i) Call reports & preventive maintenance reports in original duly signed and stamped by the nominated user/officer with date as per logbook.
 - (ii) Summary of the call reports / preventive maintenance reports for calls attended in the respective quarter.
 - (iii) Uptime reports of all equipments covered under the facility management generated automatically through the monitoring software. Up-Time computation and sample table of uptime is provided in Annexure-C.
- 9.2 TDS as applicable will be deducted from the quarterly payment.
- 9.3 Service Tax as applicable will be claimed by the service provider in the bill as per service tax rule. The bidder is required to submit the bill as per Rule-4A of service Tax Rules.

10. DELAYS IN PERFORMANCE:

- 10.1 Delay in performance of services shall attract penalty for the Bidder.

11. TERMINATION FOR DEFAULT:

- 11.1 The Director of Mines/Authorized official may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Bidder, terminate this contract in whole or in part.
- (a) If the Bidder fails to render services within the time period(s) specified in the Contract or any extension thereof granted by the Director of mines.
 - (b) If the Bidder fails to perform any other obligation(s) under Contract
and
 - (c) If the Bidder, in either of the above circumstances, (s) does not remedy its failure within a period of 30 days (or such longer period as Director of Mines may authorize in writing) after receipt of the default notice from Director of Mines.

12. Working hours:

The maintenance shall normally be done during working hours of Directorate of mines and DDM/M.O/Circle Offices/weight bridge. However, in case of emergency, maintenance may have to be done beyond office hours and even on holidays. Prior arrangements through proper communication should be worked out in all cases by the servicing agencies.

13. If at any time during of the Contract, the bidder should encounter conditions impending timely performance of service, the bidder shall promptly notify to the Director of Mines in writing of the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the bidder's notice, the Director of Mines shall evaluate the situation and may at its discretion waive the penalty.

14. The bidder has to indicate the preventive maintenance schedule along with details of activities it proposes to undertake during such preventive maintenance and the frequency of such preventive maintenance. In case of non-adherence to preventive maintenance schedule, a penalty of 5% of the total value of contract for the quarter for every such failure in a quarterly schedule will be recovered.
15. In case of fault where no STAND BY equipment is provided and fault persists beyond ONE WEEK or faulty equipment is taken by vendor for repair and not returned within ONE WEEK after repair, OMC shall be at liberty to get the same repaired from outside source and recover the cost from Vendor from the pending bill or from performance bank guarantee.
16. Taking over/Handing over of systems:-
 - 16.1 After expiry of the contract all the machines are to be handed over by the outgoing facility management vendor to Director of mines/Authorized official or to the new vendor within 7 working days of expiry of contract in working conditions and a certificate to this effect is required to be obtained by the firm from the concerned officer in-charge of the maintenance and to be produced along with the final claim of the facility management charges. The faults pointed out by new vendor during the inspection before take over of the systems are to be rectified within next six working days by the outgoing facility management vendor, and any further delay in rectification of faults thus pointed out shall make him liable for imposition of penalty as per terms and conditions applicable to outgoing facility management vendor. Failure to handover all the machines after 7 days will attract penalty at the rate of Rs.100/- per day per system not handed over.
 - 16.2 A monthly computerized record of call reports has to be maintained serially for the number of complaints attended and a report for carrying out monthly routine cleaning of Systems and report of quarterly preventive maintenance shall be furnished to the respective Director of Mines in-charge of maintenance by the 7th of the following month both in the form of hard copy and soft copy. The quarterly bills/claims shall not be entertained in case this is not followed strictly.
17. Director of Mines reserves the right to disqualify such BIDDER who has a record of not meeting contractual obligations. Directorate of mines also reserves the right to blacklist a bidder for a suitable period in case if he fails to honor its bid without sufficient grounds.
18. Frequent faults of same nature in the systems will be considered inefficient attendance by the contractor and if repeated faults of same nature in the systems are noticed frequently, notice of termination for the company will be issued.
19. The systems are located at Director office at Bhubaneswar and its DDM offices and at respective weight bridge sites etc. as indicated in Annexure-A. The facility management vendor will have to provide requisite services at any of the location as enumerated in the contract under the same terms and conditions. Addition of any new location and new equipments needs to be incorporated into the contract at the quoted rates for similar type of existing equipments.

20. The facility management Vendor should have its repair centre for repairing of the systems. Vendor should have sufficient expertise/ resources and vendor will have to produce a proof of infrastructure and expertise/ resources available for this purpose. Director of mines may physically verify infrastructure and manpower of the vendor.
21. The facility management Vendor should keep adequate maintenance spare at its site/workshop for prompt servicing all the items covered under facility management.
22. Confidentiality, I.P.Rights & Legal matters:
The bidder selected for the work will at all times hold in strict confidence all information obtained from The Directorate/circle offices and will not disclose such information to others or use such information except in connection with the performance of the services detailed in the agreement/work order to be executed. All intellectual property rights generated during the process of execution of this project will lie with Directorate of mines and shall not be used by the implementing Bidder without getting the prior written permission of Directorate of mines.
23. Dispute Resolution:
Any question, disputes or differences under or arising out of or in respect of this facility management or in connection there with, the same shall be referred to sole arbitration of the **Managing Director of OMC, Bhubaneswar**, whose decision on the dispute shall be final and binding on the parties. He may however, appoint or co-opt another person having adequate knowledge and qualification in IT Sector, if he himself is not otherwise available for the said purpose. The Arbitration will be carried out as per Arbitration and Conciliation Act, 1996 and the Rules framed there under at Bhubaneswar.
24. Infringement of Copyright by the Bidder:
If the bidder has chosen to use software on which, a person other than the bidder/Vendor has intellectual property rights and such other person disputes the use of the said software for the proposed solution for the Directorate of mines, then the Directorate of mines would not be held responsible for any legal consequences, liabilities arising out of the same.
25. Service Window:
Considering the difference in working hours of Directorate of mines, DDM office besides difference in holiday calendar and also extended operation of the weigh bridges, the support may be required from 6:00 AM to 10:00 PM on all working days. The working hours and holiday calendar Govt. of Odisha is listed at ANNEXURE- G.
26. Implementation of IT Audit recommendations:
Make necessary configuration changes in the network equipments, servers, desktops and other systems as per the audit team.

27. Skill set, qualification and experience of service personnel:

All technical resources deployed by the bidder will be having adequate experience and qualification and certified by the bidder as to be technically competent for handling the assigned responsibilities.

28. Limitation of liability

Notwithstanding anything contained herein, Bidder shall not be liable for any indirect, exemplary, special, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through Bidder) that may arise out of or result from this Agreement and the aggregate liability of Bidder, under this Agreement, shall not exceed the total fees actually received by it under this Agreement as of the date such liability arose.

ANNEXURE –A

Location list of Offices of Directorate of mines.

No.	Office	Location
1	O/o the Director of Mine	Director of Mines, Heads of Department, Steel and Mines, Deptt. Bhubaneswar-751001
2	JK Road, O/o the Deputy Director of Mines	At/Post:Dhabalagiri, Dist.-Jajpur
3	Cuttack, O/o the Mining Officer	Arunodaya Market Complex, Badambadi, Cuttack
4	Keonjhar, O/o the Mining Officer	KeonjharTwon, Keonjhar
5	Joda, O/o the Deputy Director of Mines	Joda, Dist.- Keonjhar
6	Koira, O/o the Deputy Director of Mines	Koira, Dist.- Sundargarh
7	Talcher, O/o the Deputy Director of Mines	Hatatota, Talcher, Dist.-Angul
8	Sambalpur, O/o the Deputy Director of Mines	Sambalpur Town, Dist.-Sambalpur
9	Rourkela, O/o the Deputy Director of Mines	Udit Nagar, Rourkeal, Dist.- Sundargarh
10	Koraput, O/o the Deputy Director of Mines	Koraput
11	Baripada, O/o the Mining Officer	Baripada, Dist.- Mayurbhanj
12	Berhampur, O/o the Mining Officer	Berhampur, Dist.- Ganjam
13	Phulbani, O/o the Mining Officer	Phulbani
14	Kalahandi, O/o the Mining Officer	Bhawanipatna, Dist.- Kalahandi
15	Bolangir, O/o the Mining Officer	Bolangir

ANNEXURE-A1

LIST OF MINIMUM TECHNICAL MANPOWER DEPLOYMENT LOCATION WISE

No.	Office	Location	Persons to be deployed
1	O/o the Director of Mine	Director of Mines, Heads of Department, Steel and Mines, Dept. Bhubaneswar-751001	3
2	JK Road, O/o the Deputy Director of Mines	At/Post:Dhabalagiri, Dist.-Jajpur	1
3	Cuttack, O/o the Mining Officer	Arunodaya Market Complex, Badambadi, Cuttack	
4	Keonjhar, O/o the Mining Officer	KeonjharTown, Keonjhar	1
5	Baripada, O/o the Mining Officer	Baripada, Dist.- Mayurbhanj	
6	Joda, O/o the Deputy Director of Mines	Joda, Dist.- Keonjhar	1
7	Koira, O/o the Deputy Director of Mines	Koira, Dist.- Sundargarh	1
8	Talcher, O/o the Deputy Director of Mines	Hatatota,Talcher, Dist.-Angul	1
9	Sambalpur, O/o the Deputy Director of Mines	Sambalpur Town, Dist.-Sambalpur	1
10	Rourkela, O/o the Deputy Director of Mines	Udit Nagar, Rourkeal, Dist.- Sundargarh	1
11	Koraput, O/o the Deputy Director of Mines	Koraput	1
12	Berhampur, O/o the Mining Officer	Berhampur, Dist.- Ganjam	
13	Phulbani, O/o the Mining Officer	Phulbani	
14	Kalahandi, O/o the Mining Officer	Bhawanipatna, Dist.- Kalahandi	
15	Bolangir, O/o the Mining Officer	Bolangir	
Total			11

ANNEXURE-B

Requirement of up-time, service availability and penalty for different equipments/systems

LAN Systems:

Sl. No.	Location and equipments	Minimum Response time.	Penalty beyond the minimum response time.
1,	Bhubaneswar Directorate Office: LAN Connection to Systems/severs	1 hour	Rs.400/-per hour.
2.	LAN connection failure of different floors	1 hour	Rs.100/-per hour
3.	LAN connection failure to individual systems	1 hour	Rs.50/- per day.
4.	DDM Office: Complete LAN failure	1 hour	Rs.100 /- per hour.
5.	DDM Office : LAN connection failure to individual systems	1 hour	Rs.50/- per day.
6.	Weight bridge: Complete LAN failure	6 hours	Rs.100 /- per hour.
7.	Mining officer: Individual system failure	6 Hours	Rs.50/ per day.

WAN System:

Sl. No.	Location and equipments	Minimum Response time.	Penalty beyond the minimum response time.
1,	Bhubaneswar Directorate: Router LL Modem pair Leased Line	12 hours	Rs.200/-per hour.
2.	DDM Office: Router Modems (LL)	6 hours	Rs.200/- per day.

UPS Systems:

Sl. No.	Location and type of UPS	Minimum Response time.*	Penalty beyond the minimum response time.
1,	Directorate Office: 10KVA Online UPS 5KVA Offline.	6 hours 24 hours	Rs.100/-per hour. Rs.50/- per day.
2.	DDM Office: 2 KVA Online UPS	36 hours 48 hours	Rs.100/- per day. Rs.50/- per day.
3.	Mines: Offline	48 hours	Rs.50/- per day.

Computer Systems:

Sl. No.	Location and system type	Minimum Response time.*	Penalty beyond the minimum response time.
1,	Desktops installed at any location	6 hours	Rs.50/-per day.
2.	Server	6 hours	Rs.100/-per hour.
3.	Printers (DMP, Laser etc.)	12 hours	Rs.50/-per day.
4.	Server	12 hours	Rs.250/- per day.
5.	I3ms System	1 hour	Rs.1000/- per hour.

Uptime requirement of different systems

Sl.No	System	Uptime in %
1	LAN System Directorate, Bhubaneswar	98
2.	LAN System DDM office and Mining officer	95
3.	WAN System	95
5.	Desktop Systems	95
6.	Servers	98
8.	Other Systems	98
9.	Power Conditioners DDM and Mines	95
10	Power Conditioners Directorate	98

System indicates the equipments including hardware, software and other systems required for the successful operation and delivery of service to the stakeholders.

ANNEXURE – ‘C’

Uptime and Availability Computation

$$\text{Up-time (Availability)} = \text{MTBF} / (\text{MTBF} + \text{MTTR})$$

Where MTBF = Mean Time between Failures,

MTTR = Mean Time to Repair.

Availability	Down time per year
99	3.65 days
98	7.30 days
97	10.95 days
96	14.6 days
95	18.25 days

ANNEXURE-D**IT Assets Details in i3MS Project in Directorate Mines (O)**

Sl.No.	Location	Assets	Make	Model	Total No.	Year of Purchase	Status
1	HQRS.	Projector	SONY	VPL/EX 241	2	2014	
2	HQRS.	CPU	HP	INA308X27Z (etc.)	7	2012	
3	HQRS.	CPU	HP	HP-3330	39	2014	
4	HQRS.	CPU	HP	HP-6300	7	2012	
5	HQRS.	CPU & Monitor	HP	LE1902X	5	2013	
6	HQRS.	TFT Monitor	HP	HP-3330	39	2014	
7	HQRS.	Monitor	HP	HP-6300	7	2012	
8	HQRS.	Laser Printer	HP	HP-1606 DL	20	2014	
9	HQRS.	Scanner	HP	HP-513000	3	2013	
10	HQRS.	Scanner	HP	SJ-2410	3	2013	
11	HQRS.	Multipage Scanner	CANON	CANON- DR2020U	4	2014	
12	HQRS.	Printer	HP	UP-1108	3	2013	
13	HQRS.	Laser Printer (Colour)	CANON	CANON LJ Printer	2	2014	
14	HQRS.	CANON Digital copier	CANON	CANON IR 2422L	2	2013	
15	HQRS.	CANON Digital copier	CANON	CANON IR 2422L	2	2014	
16	HQRS.	CANON Digital copier	CANON	CANON IR 2420L	1	2013	
17	HQRS.	UPS	NETSTAR	1000 VA	39	2014	
18	HQRS.	ONLINE UPS	DELTA	DELTA GS502R 2120	1	2014	
19	HQRS.	UPS	APC		7	2012	
20	MO, Berhampur	CPU	HP	HP-3330	2	2014	
21	MO, Berhampur	TFT Monitor	HP	HP-3330	2	2014	
22	MO, Berhampur	Laser Printer	HP	HP-1606 DL	2	2014	
23	MO, Berhampur	Multipage Scanner	CANON	CANON- DR2020U	1	2014	

24	MO, Berhampur	UPS	NETSTAR	1000 VA	2	2014	
25	MO, Berhampur	CPU & Monitor	HP	LE1902X	1	2013	
26	Analitical Chemist, Berhampur	Printer	HP	UP-1108	1	2013	
27	DDM, Jajpur Road	CPU	HP	HP-3330	4	2014	
28	DDM, Jajpur Road	CPU	HP	HP-6300	1	2012	
29	DDM, Jajpur Road	TFT Monitor	HP	HP-3330	4	2014	
30	DDM, Jajpur Road	Monitor	HP	HP-6300	1	2012	
31	DDCA Jajpur Road	Printer	HP	UP-1108	1	2013	
32	DDM, Jajpur Road	Printer	HP	UP-1108	1	2013	
33	DDM, Jajpur Road	Laser Printer	HP	HP-1606 DL	2	2014	
34	DDM, Jajpur Road	Multipage Scanner	CANON	CANON- DR2020U	1	2014	
35	DDM, Jajpur Road	UPS	NETSTAR	1000 VA	4	2014	
36	DDM, Jajpur Road	UPS	APC		1	2012	
37	DDM, Jajpur Road	CPU	HP	INA247RT07	1	2012	
38	DDM, Jajpur Road	LAPTOP	HP	INA244RC6F	1	2012	
39	DDCA, Jajpur Road	CPU & Monitor	HP	LE1902X	1	2013	
40	DDM, Talcher	CPU	HP	HP-3330	4	2014	
41	DDM, Talcher	CPU	HP	HP-6300	1	2012	
42	DDM, Talcher	TFT Monitor	HP	HP-3330	4	2014	
43	DDM, Talcher	Monitor	HP	HP-6300	1	2012	
44	DDM, Talcher	Laser Printer	HP	HP-1606 DL	2	2014	
45	DDM, Talcher	Multipage Scanner	CANON	CANON- DR2020U	1	2014	

46	DDM, Talcher	UPS	NETSTAR	1000 VA	4	2014	
47	DDM, Talcher	CPU	HP	INA247RT4Z	1	2012	
48	DDM, Talcher	Laptop	HP	ONA244RC6L	1	2012	
49	DDM, Talcher	UPS	APC		1	2012	
50	MO, Cuttack	CPU	HP	HP-3330	2	2014	
51	MO, Cuttack	CPU	HP	HP-6300	1	2012	
52	MO, Cuttack	TFT Monitor	HP	HP-3330	2	2014	
53	MO, Cuttack	Monitor	HP	HP-6300	1	2012	
54	MO, Cuttack	Laser Printer	HP	HP-1606 DL	2	2014	
55	MO, Cuttack	UPS	NETSTAR	1000 VA	2	2014	
56	MO, Cuttack	CPU	HP	IN247RTIK	1	2012	
57	MO, Cuttack	LAPTOP	HP	INA244RC6K	1	2012	
58	MO, Cuttack	UPS	APC		1	2012	
59	MO, Keonjhar	CPU	HP	HP-3330	2	2014	
60	MO, Keonjhar	CPU	HP	HP-6300	1	2012	
61	MO, Keonjhar	TFT Monitor	HP	HP-3330	2	2014	
62	MO, Keonjhar	Monitor	HP	HP-6300	1	2012	
63	MO, Keonjhar	Laser Printer	HP	HP-1606 DL	2	2014	
64	MO, Keonjhar	Multipage Scanner	CANON	CANON- DR2020U	1	2014	
65	MO, Keonjhar	UPS	NETSTAR	1000 VA	2	2014	
66	MO, Keonjhar	CPU	HP	INA247RT2X	1	2012	
67	MO, Keonjhar	LAPTOP	HP	INA244RC6D	1	2012	
68	MO, Keonjhar	UPS	APC		1	2012	
69	Analitical Chemist Keonjhar	CPU & Monitor	HP	LE1902X	1	2013	
70	Analitical Chemist Keonjhar	Printer	HP	UP-1108	1	2013	
71	DDM, Koraput	CPU	HP	HP-3330	2	2014	

72	DDM, Koraput	TFT Monitor	HP	HP-3330	2	2014	
73	DDM, Koraput	Laser Printer	HP	HP-1606 DL	2	2014	
74	DDM, Koraput	Multipage Scanner	CANON	CANON-DR2020U	1	2014	
75	DDM, Koraput	UPS	NETSTAR	1000 VA	2	2014	
76	DDM, Koraput	LAPTOP	HP	INA244RC6P	1	2012	
77	MO, Kalahandi	CPU	HP	HP-3330	2	2014	
78	MO, Kalahandi	TFT Monitor	HP	HP-3330	2	2014	
79	MO, Kalahandi	Laser Printer	HP	HP-1606 DL	2	2014	
80	MO, Kalahandi	UPS	NETSTAR	1000 VA	2	2014	
81	DDM, Joda	CPU	HP	HP-3330	6	2014	
82	DDM, Joda	CPU	HP	HP-6300	1	2012	
83	DDM, Joda	TFT Monitor	HP	HP-3330	6	2014	
84	DDM, Joda	Monitor	HP	HP-6300	1	2012	
85	DDM, Joda	Laser Printer	HP	HP-1606 DL	4	2014	
86	DDM, Joda	Multipage Scanner	CANON	CANON-DR2020U	1	2014	
87	DDM, Joda	CANON Digital copier	CANON	CANON IR 2422L	1	2014	
88	DDM, Joda	UPS	APC		1	2012	
89	DDM, Joda	UPS	NETSTAR	1000 VA	6	2014	
90	DDM, Joda	ONLINE UPS	DELTA	DELTA GS502R 2120	1	2014	
91	DDM, Joda	CPU	HP	INA247RT5X	1	2012	
92	DDM, Joda	LAPTOP	HP	INA244RC67	1	2012	
93	MO, Baripada	CPU	HP	HP-3330	2	2014	
94	MO, Baripada	CPU	HP	HP-6300	2	2012	
95	MO, Baripada	TFT Monitor	HP	HP-3330	2	2014	
96	MO, Baripada	Monitor	HP	HP-6300	2	2012	
97	MO, Baripada	Laser Printer	HP	HP-1606 DL	2	2014	
98	MO,	UPS	NETSTAR	1000 VA	2	2014	

	Baripada						
99	MO, Baripada	CPU	HP	INA247RT4X & INA247RT5L	2	2012	
100	MO, Baripada	LAPTOP	HP	INA244RC6G	1	2012	
101	MO, Baripada	UPS	APC		2	2012	
102	DDM, Sambalpur	CPU	HP	HP-3330	4	2014	
103	DDM, Sambalpur	CPU	HP	HP-6300	1	2012	
104	DDM, Sambalpur	CPU	HP	INA 247RT5R	1	2012	
105	DDM, Sambalpur	TFT Monitor	HP	HP-3330	4	2014	
106	DDM, Sambalpur	Monitor	HP	HP-6300	1	2012	
107	DDM, Sambalpur	Laser Printer	HP	HP-1606 DL	2	2014	
108	DDM, Sambalpur	Multipage Scanner	CANON	CANON- DR2020U	1	2014	
109	DDM, Sambalpur	UPS	NETSTAR	1000 VA	4	2014	
110	DDM, Sambalpur	LAPTOP	HP	INA244RC69	1	2012	
111	DDM, Sambalpur	UPS	APC		1	2012	
112	Analitical chemist, Sambalpur	CPU & Monitor	HP	LE1902X	1	2013	
113	Analitical chemist, Sambalpur	Printer	HP	UP-1108	1	2013	
114	DDM, Koira	CPU	HP	HP-3330	5	2014	
115	DDM, Koira	CPU	HP	HP-6300	1	2012	
116	DDM, Koira	TFT Monitor	HP	HP-3330	5	2014	
117	DDM, Koira	Monitor	HP	HP-6300	1	2012	
118	DDM, Koira	Laser Printer	HP	HP-1606 DL	3	2014	
119	DDM, Koira	Multipage Scanner	CANON	CANON- DR2020U	1	2014	
120	DDM, Koira	CANON Digital copier	CANON	CANON IR 2422L	1	2014	
121	DDM, Koira	UPS	NETSTAR	1000 VA	5	2014	
122	DDM, Koira	UPS	APC		1	2012	

123	DDM, Koira	CPU	HP	INA247RT6N	1	2012	
124	DDM, Koira	LAPTOP	HP	INA244RC67 & INA244RC6N	2	2012	
125	DDM, Rourkela	CPU	HP	HP-3330	3	2014	
126	DDM, Rourkela	CPU	HP	HP-6300	1	2012	
127	DDM, Rourkela	TFT Monitor	HP	HP-3330	3	2014	
128	DDM, Rourkela	Monitor	HP	HP-6300	1	2012	
129	DDM, Rourkela	Laser Printer	HP	HP-1606 DL	2	2014	
130	DDM, Rourkela	Multipage Scanner	CANON	CANON- DR2020U	1	2014	
131	DDM, Rourkela	UPS	NETSTAR	1000 VA	3	2014	
132	DDM, Rourkela	UPS	APC		1	2012	
133	DDM, Rourkela	CPU	HP	INA247RT3J	1	2012	
134	DDM, Rourkela	LAPTOP	HP	INA244RC6S	1	2012	
135	MO, Bolangir	CPU	HP	HP-3330	2	2014	
136	MO, Bolangir	TFT Monitor	HP	HP-3330	2	2014	
137	MO, Bolangir	Laser Printer	HP	HP-1606 DL	2	2014	
138	MO, Bolangir	Multipage Scanner	CANON	CANON- DR2020U	1	2014	
139	MO, Bolangir	UPS	NETSTAR	1000 VA	2	2014	
140	MO, Phulbani	CPU	HP	HP-3330	1	2014	
141	MO, Phulbani	TFT Monitor	HP	HP-3330	1	2014	
142	MO, Phulbani	Laser Printer	HP	HP-1606 DL	1	2014	
143	MO, Phulbani	UPS	NETSTAR	1000 VA	1	2014	

Server details:

SI No	Location	Make	Server Details	quantity	
1	SDC, OCAC	HP	HP Blc3000 2AC 4 FAN TrIICE SP1140IN	1 no	
			HP 32A High Voltage Modular PDU		
			HP BL460c G7 L5630 1P SP 1141IN Svr		
			HP 146GB 6G SAS 10K 2.5 in DP ENT HDD		
			HP 256MB P Series Cache Upgrade		
2	SDC, OCAC	HP	HP BL460c G7 L5630 1P SP 1142IN Svr	2 nos	
			HP 146GB 6G SAS 10K 2.5 in DP ENT HDD		
			HP 256MB P Series Cache Upgrade		
			Ethernet Managed Blade switch GB 20 port Layer 2	1no	
			HP GbE2c Layer2/3 Ethernet Blade switch		
			FC HBA for blade server	6 nos	
			Emulex Lpe 1205 8GB Fiber Channel Host Bus Adopter for c-class blade system		

(Detail list of specifications, place of installation, warranty coverage, quantity and other details may be furnished to intending bidders only on request in writing and after signing the Non-Disclosure agreement in specified OMC format)

ANNEXURE – E

PRICE BID FORMAT

TABLE - 1

Sl.No	Support Area	Price for annual support	Standard rate of applicable Taxes /levies if any
(a)	(b)	(c)	(d)
1	Server management with storage system		
2	Backup management		
3	OS and Database management		
4	Desktop and Laptop Management		
6	Security Management		
7	Power Conditioner Management		
9	Peripherals Management		
10	LAN Management		
11	WAN management		
12	Internet and Web Management		
14	Third party vendor management		
15	Help Desk management and infrastructure monitoring		
	TOTAL (Tab 1)		

Agencies if desire may indicate breakup of individual support areas yearly basis in a separate annexure.

EQUIPMENT/Hardware/Software SUPPORT

TABLE-2

Sl. No	Equipment Type	Quantity	Annual Unit Support Price of equipments with expired AMC/warranty	Standard rate of applicable Taxes /levies if any
(a)	(b)	(c)	(d)	(e)
	Total price of Table-2			

COMPUTATIONAL METHOD FOR PRICE COMPARISON

Total of Table 1 {Col(c)}+ Total of Table 2 [{Col(d)} x {Col(c)}]

Summary of price quotation

TABLE – 3

Item	Price in Rupees.
A. service Management Total of Table 1 {Col(c)}	
B. Equipment Support Price Total of Table 2 [{Col(d)} x {Col(c)}]	
TOTAL BID PRICE	
(Total Bid Price In Figures)	

ANNEXURE -F

BG should obtained from Nationalised Bank

PROFORMA FOR BANK GUARANTEE

DATE :

BANK GUARANTEE

Name of Bank:

To
The Director of Mines,
Bhubaneswar

Dear Sir,

Guarantee No.

Amount of Guarantee Rs /-(Rupees.....)only.

Guarantee cover from..... to

Guarantee remain full force

Last date for lodgment of claim : (Two months from date of expiry).

This Deed of guarantee executed by (Bank Name), constituted under the **Banking companies (Acquisition & Transfer of Undertaking) Act**..... having its registered office at and amongst other places, a branch at (hereinafter referred to as the bank) in favour of the Director of Mines, **Bhubaneswar** (hereinafter referred to as DoM, the beneficiary .) for an amount not exceeding Rs /- (Rupees) only at the request of **M/s.** (hereafter referred to as the bidder).

This guarantee is issued subject to the condition that the liability of the bank under this guarantee is limited to maximum of **Rs** /- (Rupees.....) only and the guarantee shall remain in full force from to **(date of expiry)** with further claim period of two months and cannot be invoked otherwise than by a written demand or claim under this guarantee served on the bank on or before(last date of lodgment of claim) by the DoM, **Bhubaneswar** in writing.

For (Bank) Seal

Branch Manager
Branch

SUBJECT TO AS AFORESAID

(Main guarantee matter may be typed hereafter)

BG No :.....
Date:.....
Amount:.....

Valid period from to
Claim period.....

BANK GUARANTEE

The Director of Mines, BBSR (herein after called as the DoM) has agreed to accept from M/s atPO PSDistrict.....,State.....,(herein after called as Bidder) a bank guarantee for Rs. (Rupees)only for the period fromto..... with a further claim period of two months & the last date of lodgment of claim withintowards EMD/SD/ISD/Performance Guarantee/Guarantee against advance payment in connection withWork/Contract/PO/Tender.

We(Bank).....branch, do hereby undertake to indemnify and keep indemnified "DoM." to the extent of Rs (Rupees..... only) for the period from to with the last date of lodgment of claim within

We (Bank).....branch, further agree that if a demand is made by the DoM, have no right to decline to cash the same for any reason whatsoever . The fact that there is a dispute between the said Bidder and the DoM is no ground for us to decline to honour the Bank guarantee and is a sufficient reason for the DoM to enforce the bank guarantee unconditionally without any reference to the said Bidder.

We.....(Name of the Bank & Branch).....branch, further agree that a mere demand by the DoM is sufficient for us(Bank Name),..... branch, to pay the amount covered by the bank guarantee without reference to the said Bidder and any protest by the said Bidder cannot be valid ground for us,.....Bank..... Branch, to decline payment to the DoM.

Wethe bank, undertake to pay to the DoM any money so demanded notwithstanding any dispute or disputes raised by the said bidder in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal.

If notice of demand is served on the Bank and for this purpose it shall be deemed sufficient if such notice is served on our branch at,Bhubaneswar, by the DoM before the last date of lodgment of claim under this guarantee, then notwithstanding anything to the contrary herein contained, the liability of the Bank under this guarantee shall be enforceable as due to us.

BG No :.....
Date:.....
Amount:.....

Valid period from to
Claim period.....

Wethe bank further agree that the DoM shall have fullest liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the agreement/work order/contract / order etc or to extend time of performance by the said bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the DoM against the said bidder and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance, act or omission on the part of the DoM or any indulgence by the DoM to the said bidder.

We (Name of the Bank & specify branch Name)..... branch, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DoM writing.

Notwithstanding anything contained herein above:

1. All claims under this guarantee must be presented to(name of the bank).....(Branch), Bhubaneswar (Odisha) .
2. Our liability under this Bank Guarantee shall not exceed Rs.(Rupees)only.
3. This guarantee will not get discharged due to change in the constitution in the bank or the said bidder.
4. This Bank Guarantee shall remain valid upto..... (date of expiry) with additional claim period of two months and claim under this guarantee can be served on or before (last date of claim).
5. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if DoM serves a written claim or demand on the bank on or before (last date of for lodgment of claim.)

Signature:

Name:

Address:

For & on behalf of

(Seal)

Signed and delivered this on

ANNEXURE – G

Sl. No.	Manpower	Experiences	Qualifications
1	Project Manager	3-4 yr in IT Project Management	BE/MCA/MBA(System)
2	Server Support Engineer	2 yr of Experience in Server and NW management	MCA/BE/Graduate and MCSE/MCITP
3	Support Engineer	1 Year of Experience in System/Desktop support	Intermediate & Diploma in Hardware/Networking
4	Help Desk Call Centre Executive	1 year of Experience in Helpdesk management	Graduation