



IT Facility Management Services (FMS)

TENDER DOCUMENT

Invitation of bids for Annual Maintenance Contract (AMC) & Facility Management Services (FMS) support for IT infrastructure of Directorate of Mines & Circle Mining Offices of Govt. of Odisha

Address

**ODISHA MINING CORPORATION LTD, BHUBANESWAR,
PIN-751001, TEL-0674-2377490/2377472/2377488**

E-mail-

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E-procurement Notice

NIT No. OMC/MAT/E-PROC/08/2019

Dated.28/11/2019

1.	Name of the work	Annual Maintenance Contract (AMC) & Facility Management Services (FMS) support for IT infrastructure of Directorate of Mines & Circle Mining Offices of Govt. of Odisha.
2.	Availability of bid document in Govt. Portal	28/11/2019 after 05:00PM
3.	Last date of online submission of tender in portal	28/12/2019 up to 05:00PM.
4.	Tender paper fee	Amount: ₹5,900/-(Rupees five thousand nine hundred only) including GST@18% only through on line as available in www.tendersodisha.gov.in
5.	Submission of EMD	The bidder shall have to deposit Rs.80000.00 (Rupees Eighty Thousand) only through online as available in www.tendersodisha.gov.in
6.	Date of opening of Techno-commercial Bid	30/12/2019 at 11:00AM.

All other details can be seen from the tender document available at Govt. website i.e www.tendersodisha.gov.in & in OMC website i.e. www.omcltd.in.

OMC reserves the right to reject this tender without assigning any reason thereof.

HEAD (CMC)

The Odisha Mining Corporation Ltd.

(A Gold Category State PSU)

Registered Office: OMC House, Bhubaneswar-751001, India

Tel: 0674-2377490/2377472/2377488

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CIN : U13100OR1956SGC000313

Glossary of Terms

DSC	Digital Signature Certificate
EFT	Electronic Fund Transfer
EMD	Earnest Money Deposit
FY	Financial Year
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
GTE	General Technical Evaluation
IFSC	Indian Financial System Code
IT	Income Tax
ITC	Input Tax Credit
MICR	Magnetic Ink Character Recognition
MSE	Micro and Small Enterprise
MSME	Micro, Small & Medium Enterprise
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
OMC	The Odisha Mining Corporation Limited
PAN	Permanent Account Number
PSU	Public Sector Undertaking
RTGS	Real Time Gross Settlement
SMS	Short Message Service
TIA	Tender Inviting Authority
ILL	Internet Lease Line
MPLS	Multiprotocol Label Switching
OTC	One Time Cost
FMS	Facility Management Service
AMC	Annual Maintenance Contract
DoM	Directorate Of Mines
BG	Bank Guarantee

1. The Odisha Mining Corporation Ltd. invites tender for Selection of Comprehensive Facility management Service of entire (hardware & software (OS), antivirus) IT infrastructure in The Directorate of Mines & Circle offices, Steel and Mines Department, Govt. of Odisha, Bhubaneswar.
2. Bid document consisting of technical specifications, schedule of quantities (PRICE BID), terms and conditions of DTCN and other necessary documents together with procedure for on-line bidding can be seen in the website: www.tendersodisha.gov.in & OMC website www.omcltd.in and also S&M Dept website www.odishaminerals.gov.in.
3. The Bid document will be available in the website: www.tendersodisha.gov.in from 28.11.2019.
4. The bidder must possess compatible & valid Digital Signature Certificate (DSC) of Class-II or Class-III.
5. Bids shall be received "on line" only up to 5.00 P.M on 28.12.2019.
6. Bidders have to pay Tender paper cost of Rs. 5000/- plus 18% GST and EMD of Rs.80000/-(Eighty Thousand) only through online in e-tender portal www.tendersodisha.gov.in failing which the bids shall be rejected.

Procedure of bid submission using electronic payment of EMD by bidder.

- I. The bidders have to logon to the Odisha e-procurement portal (tendersodisha.gov.in) using his/her digital signature certificate and then search and then select the required active tender from "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- II. The bidders have to upload the required prequalification/ Technical/Financial bid, as mentioned in the bidding document.
- III. Then the bidders have to select and submit the Bank name as available in the payment options.
- IV. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator Banks.
- V. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.
- VI. Online NEFT/RTGS payment using internet banking of the Bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an inter-bank beneficiary.
- VII. Only after receipt of intimation 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 will generate an acknowledgement receipt for successful bid submission. The bidder should make a note 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.

- A. Only those bidders who successfully remit their Earnest Money Deposit (EMD) for submission of bids would be eligible to participate on the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender Inviting Authority, State Procurement Cell, NIC, and the designated Banks shall not be held responsible for such pendency or failure.
- B. Designated Bank's (SBI/ICICI/HDFC Bank) payment gateways are being integrated with e-Procurement Portal of Government of Odisha (tendersodisha.gov.in).
1. Bids received online shall be opened as per bid schedule on data sheet. Bidders who have participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the stipulated date of opening of bids (techno-commercial) is declared as Government holiday, the bids will be opened on the next working day.
 2. The selected bidder shall start the work w.e.f 01.02.2020. The authority reserves the right to cancel any or all bids without assigning any reasons thereof.
 3. Addendum/ Corrigendum, if any, will be hosted in the website only.

HEAD (CMC)

INSTRUCTION TO THE BIDDERS FOR E-PROCUREMENT

1. Bid documents consisting of qualification information and eligibility criteria of bidders and other details are available in the website www.tendersodisha.gov.in
2. PARTICIPATION IN THE BID IN THE E-PROCUREMENT PORTAL: The Bidders intending to participate in the tender is required to register in the Portal with required information about the firm/bidder. This is a onetime activity for registering in Portal. During registration, the bidder has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class(Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL, e-Mudhra etc.
3. The bidder has to submit the relevant information as asked for about the firm/ bidder. The registration of the bidder /firm in the portal is to be authenticated by the State Procurement Cell.
4. To log on to the portal the bidder is required to type his/her user name and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
5. The tender documents uploaded by the Tender Inviting Officer in the website <https://www.tendersodisha.gov.in> will appear in the "Latest Active Tender" Section of the homepage. Only a small notification will be published in the newspaper along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of active tenders. Any bidder can view or down load the bid documents from the web site.
6. STANDARD PROCEDURE FOR UPLOADING TENDER :
 7. First download the Bid. Read all Terms & conditions carefully. Scan all marked pages of the Tender form & documents as per eligibility criteria & check list at ANNEXURE-F of the Tender schedule.
 8. The bidder shall go through the bid carefully and list the documents those are asked for submission. He shall prepare all documents including EMD, declaration form, price bid etc. and upload the same online before bid submission closing date and time.
 - 8.1. Upload the bid in PDF format only. The copy of all marked pages required to be scanned and uploaded in PDF format as mentioned in Check list & eligibility criteria of tender schedule.
 - 8.2. Bids cannot be submitted after due date and time. The bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
9. Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the bidder.
10. The bidder should ensure clarity/legibility of the document uploaded by him to the portal.
11. The bidder should check the system generated confirmation statement on the status of the submission.
12. The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
13. For all purposes, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
14. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
15. SIGNING OF BID: The 'online bidder ' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/fabricated /bogus, his EMD shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.
16. SECURITY OF BID SUBMISSION: All bid uploaded by the bidder to the portal will be encrypted.
17. RESUBMISSION AND WITHDRAWAL OF BIDS:
 - Resubmission of bid by the bidder for any number of times before the final date and time of submission of bid is allowed.
 - Resubmission of bid shall require uploading of all documents including price bid afresh.

18. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

TENDER SCHEDULE

TECHNO COMMERCIAL BID

1. About The Tender:

Odisha Mining Corporation limited (A Gold Category State PSU) Bhubaneswar-751001, invites bids for Facility Management Service (FMS) of entire IT infrastructure of Directorate of Mines, Steel and Mines Department, Govt. of Odisha from reputed Service Providers of National and International repute, as detailed in the Scope of Work in this NIT.

2. Data Sheet and Schedule for the Tender

Sl. No.	Parameter	Name
1.	Name of tender	For Selection of Comprehensive Facility Mmanagement Service vendor for entire IT infrastructure in The Directorate of Mines & Circle offices, Steel and Mines Department, Govt. of Odisha, Bhubaneswar”.
2.	Type of tender	Open tender
3.	Mode of tender	e-tender
4.	E-tender site	www.tendersodisha.gov.in
5.	Tender paper fee	Amount: ₹5,900/- (Rupees five thousand nine hundred only) including GST@18% only through on line as available in www.tendersodisha.gov.in
6.	Earnest Money Deposit (EMD)	The bidder shall have to deposit Rs.80,000.00 (Rupees Eighty Thousand) only through online as available in www.tendersodisha.gov.in
Schedule of the tender process		
7.	Availability of bid document in Govt. Portal.	28/11/2019 after 05:00PM
8.	Last date of online submission of tender in portal	28/12/2019 up to 05:00PM.
9.	Opening of Techno-Commercial Bids	30/12/2019 at 11:00AM.

Note: OMC reserve the right to change any schedule of bidding process. Please visit OMC website mentioned in document regularly for the same.

2.1 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 BID 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. If required, bidder may undertake on site / off site due-diligence at their own cost.

- 2.2 **Issue of corrigendum / amendment:** At any time prior to the bid due date, OMC may at its own initiative or in response to a query or clarification requested by a prospective bidder, issue corrigendum/ amendment to the tender documents, which shall be freely available for download on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be part of the tender documents. In order to give bidders a reasonable amount of time to take into account such corrigendum / amendment, OMC may at its own discretion also extend the bid due date.
- 2.3 **Acknowledgement by the bidder:** It shall be deemed that by submitting its bid, the bidder has:
- i) received all relevant information requested from OMC;
 - ii) 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 tender or otherwise;
 - iii) satisfied itself about the scope of work & services to be delivered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid;
 - iv) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from OMC;
 - v) agreed to be bound by the undertakings provided by it under and in terms; and

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

- 2.4 **Right to accept or reject any/ all bids:** Notwithstanding anything contained in the tender documents, OMC reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. OMC reserves the right to reject any bid if at any time, a material mis-representation is made or uncovered, or the bidder does not provide, within the time specified by OMC.
- 2.5 **Language of the bid:** The bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail. The English translation of the documents shall be carried

out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.

2.6 **Bid to be submitted by bidders:** The bid to be submitted by bidders shall consist of the Techno-Commercial Bid and the Price Bid.

2.6.1 Techno-Commercial Bid: Bidders shall have to submit their Techno-Commercial Bid on the e-procurement portal of the Government of Odisha. The Techno-Commercial Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the bid due date, as indicated in the Data Sheet and Schedule for the Tender. The Techno-Commercial Bid should contain no Price Bid related information. The Techno-Commercial Bid shall consist of the following:

- i) Power of Attorney; The authorized signatory of the bidder should be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the bidder. Also the person will act as nodal officer/contact person on behalf of the bidder during execution of contract period. The format for the Power of Attorney is given in Annexure-J of this tender document. Each page of all scanned documents submitted as part of the Techno-Commercial Bid should be initialed by the authorized signatory of the bidder.
- ii) Proof of payment of EMD; in case of local micro & small enterprise bidders who are exempted from submission of EMD, the bidder should submit a copy of their latest and current valid registration certificate as well as relevant documentary evidence regarding their exemption from payment of EMD.
- iii) Documents towards fulfillment of eligibility criteria: Please refer to Clause 6.8 for further details of documents to be submitted in this regard.
- iv) Techno-Commercial Bid checklist as per Annexure-F

3. SUBMISSION OF TENDER, AVAILABILITY & EVALUATION

3.1. **Submission of Tender:** The tender shall be submitted in ONLINE in double cover system as mentioned below.

3.2. **Cover-I (Techno-commercial bid):** is to contain scanned copies of the document and proof of deposit of EMD in Govt. portal as per Clause-4, scanned copy of bid declaration form along with other documents establishing bidder's eligibility and qualification as contained in clause Sl.No-6.8 (Eligibility Criteria) of NIT and any other documents as required in compliance of the relevant clauses of the NIT and submitted online in PDF format.

3.3. **Cover-II (Financial bid)** is to contain the Price bid Format(BoQ) which is to be duly filled in and to be submitted online.

3.4. **Updates on Tender:**

The participating bidders are required to visit the www.tendersodisha.gov.in site only for updated information on the tender.

3.5. Date, Time Of Opening Of The Bid

The techno-commercial bids shall be opened as per schedule on datasheet Clause No.-2. The Bidders who have participated in the bid can witness the opening of bids on line after logging on to the site through their DSC.

3.6. Evaluation Of Techno-Commercial Bids

The techno-commercial bids shall be evaluated by a committee. After evaluation, the price bid of the techno- commercially qualified bidders only shall be opened online. The eligible bidders can see the price opening online by logging to their pages in the tender portal. The L1 Bidder shall be awarded the work.

4. EARNEST MONEY DEPOSIT (EMD)

4.1.1 The Bidder shall furnish, as part of its bid, an EMD of Rs.80,000/- (Rupees Eighty Thousand) only to be deposited through online. Instruction to be followed for online payment available in e-procurement portal during processing of the tender by the bidder.

4.1.2 Earnest money deposit (EMD) on submission/ cancellation of bids:

EMD as mentioned above only shall be submitted through online in the portal of Govt. of Odisha i.e. at www.tendersodisha.gov.in.

- The EMD of the rejected bidders will be refunded to the account from where the money has been debited. After financial evaluation, the EMD of unsuccessful bidders will be credited to their respective account through e-procurement portal.
- After issue of Lol to the Preferred Bidders and on submission of required Initial Security Deposit by the L1 Bidder, the EMD of the said bidders will be refunded to their respective account through e-procurement portal.
- In case of cancellation of the tender before bid opening date and time, the EMD shall be refunded.
- The Bidders, who are Local Micro & Small Enterprises (MSEs) registered with respective DICs, Khadi, Village, Cottage and Handicraft Industries, OSIC & NSIC shall be exempted to deposit EMD amount and shall pay 25% of the Performance Security/Initial Security Deposit.
- The bidders are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online.
- The bidder, who does not submit EMD amount claiming exemption but does not submit relevant document, is ineligible for bidding.
- The EMD of unsuccessful bidders shall be returned after selection of Bidder.

5. Performance Security/Security Deposit:

The successful Bidder shall have to submit Performance Security/Security Deposit in the form of DD/BG in OMC Format attached at Annexure-E drawn on any Nationalized/Scheduled Bank, favoring "The Odisha Mining Corporation Limited", payable at Bhubaneswar within 07(seven))days of issue of LOI before issue

of Purchase order. Performance Security/Security Deposit shall be 10% of the annual contract value (excluding taxes). The Micro and Small Enterprises shall pay the prescribed Performance Security/Security Deposit as per the latest prevailing govt. notification. Performance Security/Security Deposit in the form of DD/BG (as per the OMC format) should be operable for invocation at any nationalized bank at Bhubaneswar.

If L-1 Bidder fails to submit the Performance Security/Security Deposit within the stipulated time period, EMD of such L-1 Bidder shall be forfeited. In case of exigency, OMC reserves the right to award the work to L-2 Bidder at L-1 price if L-1 fails to submit the Performance Security/Security Deposit.

The Performance Security/Security Deposit shall be for due and faithful performance during the project execution period and is liable for forfeiture in the following cases;

- If the successful bidder denies to undertake the work after issuance of LOI, or
- If the successful bidder abandons the work before its completion, or
- If the work performed by the successful bidder is not as per the Technical specification as agreed by the Successful Bidder.

Performance Security/Security Deposit shall be extended by the contractor in the event of delay in completion of work, as defined in the Contract document for any reason whatsoever. OMC's claim period shall remain valid for twelve months after the expiry of the guarantee/warranty/Defect Liability Period or till the satisfactory performance of the objectives of the Contract, whichever is later.

On breach of Agreement by the Contractor, in accordance with the provisions of the Indian Contract Act 1872, the Performance Security/Security Deposit shall be invoked by OMC with due approval of the Competent Authority.

(Please refer to the Format for Bank Guarantee against Performance Security/Security Deposit attached at Annexure - E)

6. Bid Opening and Evaluation of Bids

6.1. Period of Validity of Bids

Bids shall remain valid for 180 days after the date of bid opening prescribed by OMC. OMC shall reject any bid which is valid for a period shorter than 180 days as non-responsive.

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.

6.3. Last date for Submission

The Bids (Technical and Financial) must be received online on or before the last date as per tender schedule mentioned in the data sheet. Bids received beyond the specified date and time shall not be considered

6.4. Extension for last date for submission

OMC may, at its own discretion, extend this deadline for submission by notifying the same in the website. Such extension shall be made before expiry of the previous Bid submission last date.

6.5. Amendments to Bid information

OMC reserves the right to make revisions or amendments of the NIT on or before 7 days of bid closing date. Such revisions or amendments shall be announced by issuing a Corrigendum on OMC’s website at www.omcltd.in & e-procurement portal of State Govt. www.tendersodisha.gov.in, the bid submitted by the Bidder shall take into account all such amendments/revisions. All corrigenda shall become integral part of this NIT.

6.6. Opening of Bids

The techno-commercial bids shall be opened as per tender schedule mentioned in the data sheet, in the office of OMC but their absence shall not be bar on opening of the tender at the time fixed there for. OMC has the right to accept or reject any bid without assigning any reason.

6.7. Evaluation of Bids

A two-stage procedure will be adopted for evaluating the proposals, which would involve the technical bid evaluation being fully completed prior to any financial bid 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.

6.8. Eligibility Criteria

Sl.No.	Description	Documents to be Submitted
1	The bidder should be a Registered Company in India under the Companies Act, 1956/2013. The company should be primarily providing IT FMS Services in India for the last 5 years as on bid closing date.	Certificate of Incorporation
2	The bidder should have following valid documents: A. GST No. B. PAN C. EPF	Certificate Copy to be submitted
3	The Bidder should have turnover of Rs. 10 Crores during each financial year for the last three financial years (FY 2016-2017, FY 2017-18 & FY 2018-19), (not inclusive of the turnover of associate companies) as per the audited accounts.	Copy of audited balance sheet for last three Financial Years.
4	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 in the specified format in the Annexure-H.
5	The Bidder should have minimum 5 years of experience in the area of IT Facility Management Service, having successfully executed atleast three contracts of FMS/IT Operation & AMC in State or Central Government organizations/ PSUs /Private organization in India with contract value not less than 40 lakhs (Rupees fourty lakhs) each in last 5 years.	Copies of Work Order with Completion Certificate/ Continuation Certificates

7	The bidder shall have relevant Quality Certification of ISO 27000 series/BS 15000/BS7799/ITIL, ISO 20000-1:2011 certification or any advanced certifications relevant for Computer Systems, LAN, WAN, IT Security, Facility Management of IT infrastructures and IT services.	Copies of certifications.
8	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
9	The bidder should have a minimum strength of 50(Fifty) professionals in its payroll.	List of employees (professionals) working with the organization containing their qualification /technical / professional degree and experience. (These employees should be on the membership list of EPF/PF trust)
10	The vendor should have establishments in Odisha for effective support and coordination.	Relevant documents of address proof.

OMC may request the bidders to make a presentation on their proposal.

7. SCOPE OF WORK, TERMS AND CONDITIONS

7.1. 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 onsite 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 weigh 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 list of equipments along with their location are available as ANNEXURE-C. 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.

7.2. Service Period

The Service Provider shall be providing Facility Management Services for the IT infrastructure of DoM for a total period of five (5) years subject to renewal on Year-to-Year basis on satisfactory performance by the agency. The decision to extend the contract will be at sole discretion of DoM. However in exigency the contract may be extended beyond 5 years at sole discretion of Director of Mines with mutual consent between vendor and Director of Mines for a period of one year. Should there be any occasion for extension; the same shall be in place 30 days before expiry of the contract.

7.3. Support Areas:

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

1. Application Management
2. Server management
3. OS and Database management
4. Desktop and Laptop Management
5. Security Management
6. Power Conditioner Management
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
13. Other General Works

7.3.1 Application Management:

Details of proposed services for Application Management Area:

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

- Installation and maintenance of server and desktop application software
- 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
- Access control, security, license management and administration

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-B.

7.3.2 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.

7.3.3 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.
- Proactive 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.

7.3.4 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.

7.3.5 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 antivirus.

7.3.6 Power Conditioner Management

- 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 lightening protection at all locations.

7.3.7 Peripherals Management

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

7.3.8 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-B, failing which penalty @ 5% of the annual 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.

7.3.8.1 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

7.3.8.2 WAN management

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

7.3.9 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

7.3.10 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.

7.3.10.1 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

7.3.10.2 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.

7.3.11 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.

7.3.12 Other General Works 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.

7.4. 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.

7.5. 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.

7.6. **Taking over/Handing over of systems:-**

After expiry of the contract all the machines/IT Equipments 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.

7.7. 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.

7.8. OMC reserves the right to disqualify such BIDDER who has a record of not meeting contractual obligations. OMC also reserves the right to blacklist a bidder for a suitable period in case if he fails to honor its bid without sufficient grounds.

7.9. 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.

7.10. The Systems/IT Equipments are located at Director Office at Bhubaneswar and its DDM offices and at respective weightbridge sites etc. as indicated in Annexure-C. 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.

7.11. 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/Authorized representative may physically verify infrastructure and manpower of the vendor.

7.12. Manpower deployment

In respect of all manpower deployed by the selected bidder(agency) for the delivery of services to DoM, the agency shall comply with all legislations and rules of State and/or Central Government or other local authority notified from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for professional employed for the works. The rules and other statutory obligations with regard to the minimum wages, EPF, ESI etc. shall be deemed to be part of the contract.

7.13. Statutory Laws

All prevailing statutory laws and regulation / acts and rules etc. as applicable to this contract shall be complied by the service provider. In case of failure by to do so, DoM/OMC may its discretion ensure compliance directly on its behalf and recover the expenses including penalties from you and/or takes such action as deemed fit at your risk and at your cost. You shall always keep the company indemnified against all dues, claims; payments of benefits relating to the employees engaged by you and shall reimburse such money as may be demanded by the company.

7.13.1 The agency shall engage manpower according to the statutory provisions specified in several employment Acts and shall be responsible for compliance with the applicable laws during the contract period including but not restricted to the following:

- i) Minimum Wages Act, 1948
- ii) Employees PF and Miscellaneous Provision Act
- iii) Employees State Insurance Act
- iv) Contract Labour (R&A) Act & Rules
- v) Payment of Wages Act 1936.

7.13.2 In case the service provider fails to observe and perform and discharge its / his obligation under the applicable laws, DoM/OMC shall recover from the service provider any cost or expenses that it may have incurred or suffered on account of failure of the service provider.

7.13.3 The service provider shall abide by the decision / recommendation / award of the labour court/ industrial tribunal / wage board or commissions appointed by the appropriate authority and shall arrange implementation of the decision / recommendation / award from time to time and maintain such relevant records and registers as are required to be maintained under the Applicable Laws including such legislation / award / decision and produce them before the DoM/OMC and other authorities as and when required under any Applicable Laws.

7.13.4 The service provider shall be fully responsible for his workers with regard to terms of employment / non-employment and condition of service. DoM/OMC will not be held responsible in any manner whatsoever in respect of the worker engaged by the service provider for carrying out the job.

8. GENERAL TERMS AND CONDITIONS OF THE BID

8.1. THE BIDDER IS EXPECTED TO EXAMINE ALL INSTRUCTIONS, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or submitting a Bid not substantially responsive to the bidding documents in any respect may result in the rejection of the Bid.

8.2. THE BIDDER SHALL BEAR ALL THE COSTS associated with the preparation and submission of its bid, and OMC in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

8.3. PROFESSIONAL EXCELLENCE AND ETHICS OMC requires that all Bidders participating in this Bid adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract.

8.4. CURRENCY OF FINANCIAL PROPOSAL shall be made in Indian Rupees (INR) only.

8.5. FAILURE OF THE SUCCESSFUL BIDDER to comply with all the requirements shall constitute sufficient grounds for the annulment of the award, in which event OMC may make the award to the next lowest evaluated bidder or call for new bids.

8.6. AMENDMENT/CANCELLATION: OMC reserves the right to cancel this Tender at any time without any obligation to the Bidders. The Tendering Authority at any time, prior to the deadline for submission of Proposals, may amend the Tender by issuing an addendum in writing or by standard electronic means. The addendum will be binding on all the Bidders. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time to take an amendment into account in their Proposals, the Tendering Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals.

8.7. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: OMC reserves the right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of contract, without assigning any reason & without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the action.

8.8. THE TENDERING AUTHORITY RESERVES THE RIGHT TO ACCEPT ANY BID not necessarily the lowest, reject any bid without assigning any reasons.

8.9. CONDITIONAL BIDS: If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid is liable to be summarily rejected. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Tendering Authority.

8.10. PERIOD OF VALIDITY. Bids shall remain valid for 180 days after last date for bid submission prescribed by OMC which may be extended with mutual consent. A bid valid for a shorter period may be rejected by OMC as non-responsive.

8.11. LATE BIDS: Any bid received by the OMC after the deadline for submission of bids will be rejected and will not to be considered.

8.12. NOTIFICATION OF AWARD: Prior to the expiration of the period of the bid validity, OMC will notify the successful bidder in writing that its bid has been accepted. After notification of award bidder will submit Security deposit in the form of Performance Bank Guarantee and OMC will release the work order for the same.

8.13. **PROPRIETARY RIGHTS:** The service provider/supplier shall indemnify the Purchase against all third party claims of infringement of patent, copy right, trademark, license or industrial design rights, software piracy arising from use of goods or any part thereof within India.

8.14. **Initial Security Deposit (ISD):** The Selected Bidder at his own expense shall deposit 10% of the annual contract value as a ISD to OMC, Bhubaneswar, before releasing the Work Order. The ISD should be valid for 2 months more than the date of completion of the annual contract period.

8.15. **Termination of Contract:**

The contract can be terminated by OMC with written notice of 30 days. However, during the execution of contract, both the parties shall discharge their due obligations.

8.16. **Termination by OMC**

OMC reserves the right to suspend any of the Services and/or terminate this Agreement in the following circumstances:

- Agency becomes the subject of bankruptcy, insolvency, winding up, receivership proceedings or
- If the performance of the agency is found to be non-satisfactory and falls below expectations of OMC;
- If the engaged service provider resorts to unfair practices;
- If the engaged service provider provides false information consciously;
- If the engaged service provider fails to meet targets as agreed mutually or as per agreed bar chart of activities if any.
- If OMC, in its sole discretion and for any reason whatsoever, decides to terminate the contract.
- If the service provider fail to comply with any final decision reached as a result of civil court proceedings
- If the service provider becomes insolvent or bankrupt, go into liquidation etc. or does not abide to the code of conduct.
- In the event of any direction issued by the Govt., OMC shall have right to terminate the contract with proper notice.

The service provider shall be intimated in writing, to improve its performance. If the performance is not improved within 30 days, OMC may terminate the contract.

8.17. **Termination for Default:**

OMC may without prejudice to any other remedy for breach of contract, (including forfeiture of Initial Security Deposit) by written notice of default sent to the Implementer, terminate the Contract in whole or in part.

- If the agency fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by OMC, or
- If agency fails to perform any other obligation under the Contract to the satisfaction of OMC.

8.18. **Conditions for Termination**

- a) Upon occurrence of an event of default as set out in above-mentioned Section 8.16, OMC will deliver a Default notice in writing to the agency, which shall specify the reason of default, and give the other agency an opportunity to correct the default within 30 days.
- b) At the expiry of notice period, unless the agency receiving the default notice remedied the default, OMC may terminate the Agreement.

8.19. Force Majeure

“Force Majeure Event” means any event or circumstances or combination of events or circumstances which:

- A.** Are beyond the reasonable control of the Party affected by such event (the Affected Party); and cannot by exercise of reasonable diligence, reasonable precautions and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstances is available), be prevented or caused to be prevented;
- B.** Materially and adversely affects such Party’s performance of its duties or obligations or enjoyment of its rights under this Agreement.

Force Majeure Events shall include the following events to the extent they satisfy the above requirements and results in Material Adverse Effect;

- 1) Act of God, including, but not limited to lightning, drought, earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions which are in excess of statistical measures for the last hundred (100) years;
- 2) Fire caused by reasons not attributable to any Party or its employee or agents;
- 3) Acts of terrorism;
- 4) Strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of any Party;
- 5) Action of any Authority having Material Adverse Effect, including but not limited to;
 - a. Acts of expropriation, compulsory acquisition or takeover by any Authority of the mine facilities or any other part thereof or of the service provider’s rights in relation to the works,
 - b. Any judgment or order of a court of competent jurisdiction or statutory authority in India made against any party in any proceedings which is non-collusive and duly prosecuted by the said party, and
 - c. Any unlawful, unauthorized or without jurisdiction refusal to issue, or to renew, or revocation of any applicable permits, for reasons other than a Party’s breach or failure in complying with the obligations under this Agreement, Applicable Laws, Applicable Permits, any judgment or order of any Authority, or of any Contract by which the said Party is bound.
- 6) Any events of national emergency or national security;

7) War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, armed conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions;

8) Geological conditions that were not reasonably foreseeable, as a result of which the mining is affected;

9) Delay or refusal in renewal/ extension of the Mining Lease by the Government of Odisha or delay or refusal in renewal of environmental clearances by MOEF& CC, Government of India, and such other things as are incidental thereto, in favour of OMC.

8.19.1. **Notice of Force Majeure Event**

As soon as practicable and in any case within 7 (seven) days from the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same, setting out, inter alia, the following in reasonable detail:

- a) The nature and extent of the Force Majeure Event;
- b) The estimated Force Majeure period;
- c) The nature of and the extent to which, performance of any its obligations under this Agreement is affected by the Force Majeure Event;
- d) The measures which the Affected party has taken or proposes to take to alleviate/mitigate the impact of Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- e) Any other relevant information concerning the Force Majeure Event, and/or the rights and obligations of the parties under this Agreement.

As soon as practicable and in any case within 5 (five) days of notification by the Affected Party in accordance with the preceding Clause 8.20, the Parties shall, meet, hold discussion in good faith and where necessary, conduct physical inspection / survey of the Site in order to:

- Assess the impact of the Force Majeure Event,
- To determine the likely duration of Force Majeure period and,
- To formulate measures for mitigation of damage and steps to be undertaken by the Parties

for resumption of obligations, the performance of which have been affected by the Force Majeure Event.

The Affected Party shall during the Force Majeure Period provide to the other Party regular (not less than weekly) reports concerning the matters set out in the preceding Clause, as also any information, details or document, which the other party may reasonably require.

8.19.2. **Performance of Obligations**

If the Affected Party is rendered wholly or partially incapable of performing any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- a) Due notice of the Force Majeure Event has been given as specified above;
- b) The extent of non-performance shall not be greater and of no longer duration than is necessitated by the Force Majeure Event;
- c) The Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the mine facilities as a result of the Force Majeure Event and to

restore the mine facilities, in accordance with the Standard Industry Practice and its relative obligations under the Agreement;

d) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice shall be of no excuse for any delay for resuming such performance;

e) The Affected party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with the Agreement; and

f) Any insurance proceeds received shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, or in accordance with Standard Industry Practice.

Save and except as expressly provided in the article above, neither party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to, or arising out of, occurrence or existence of any Force Majeure Event.

8.19.3. **Termination due to Force Majeure Event**

If a Force Majeure Event described above, in the reasonable judgment of the Parties, is likely to continue beyond a period of 6 (six) months or any other period as stipulated in the tender, the parties may mutually decide to terminate the Agreement or continue the Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, either Party shall, after the expiry of the above said period, be entitled to terminate the Agreement.

8.19.4. **Termination Notice**

If the Party, having become entitled to do so, decides to terminate the Contract pursuant to Clause above, it shall issue the Termination Notice setting out:

- a) Details of the Force Majeure Event and the reasons what for it is invoked;
- b) Termination date which shall be a date occurring not earlier than 2 (two) months from the date of such Termination Notice; and
- c) Any other relevant information.

8.20. **Liquidated Damage:**

8.20.1. If the selected service provider fails to render required service within the original delivery period/Uptime requirement, unless such failure is due to force majeure situation, as per clause No 8.21 or due to OMC's default, liquidated damage shall be imposed an amount equivalent @2% of the value of the service order (excluding Taxes) of delayed portion per month or part thereof subject to maximum @10% of the total ordered value excluding Taxes. GST on penalty shall be recovered in addition to the penalty amount.

8.20.2. OMC at any time feels & ascertain that the agency is not in a position to deliver required service within the desired period or taking no steps, it shall be open to the management to cancel the service order and a fresh tender shall be invited.

8.21. Waiver of Penalty:

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

8.22. WARRANTY:

8.22.1. The Bidder shall provide the warranty for 12 months for those items that are supplied/replaced, and items should be new, 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 & header. 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.

8.22.2. 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.

8.22.3. Replacement under warranty clause shall be made by the Bidder free of all charges at site including freight, insurance and other incidental charges.

8.22.4. 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.

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. All statutory compliance challans like Wages, PF, ESI.
- iv. 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-B.
- v. DoM shall evaluate the performance & other statutory documents and based on the recommendations of DoM, OMC shall release payment.

9.2. The Invoice shall be raised in the name of DoM.

9.3. TDS as applicable will be deducted from the quarterly payment.

9.4. GST as applicable will be claimed by the service provider in the bill as per rule.

9.5. TDS under IT Act, GST Act and any other Act as applicable & statutory deductions as per Govt. norm shall be deducted from the bills. All bills are to be submitted as per GST Act & Rules as applicable.

9.6. The payments shall be made directly to the bank account of the agency. No cash payment is allowed.

10. Indemnity

Contractor/service provider shall indemnify, defend and hold OMC harmless against:

- a. Any and all third party claims, actions, suits or proceedings against OMC, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the service provider/contractor of any of its obligations under the Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of the Agreement, or breach of statutory duty on the part of OMC, its suppliers and contractors, employees, servants or agents; and
- b. any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by OMC from third party claims arising by reason of breach by the service provider/contractor of any of its obligations under the Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") have arisen due to negligent act or omission breach of the Agreement, or breach of statutory duty on the part of OMC, its suppliers or contractors, employees, servants or agents or any of the representations; and
- c. to the extent of the value of free issue materials to be issued till such time the entire Contract is executed and proper account for the free issue materials is rendered and the left over/surplus and scrap items are returned to OMC. The contractor shall not utilize OMC's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause/result in any loss/damage to the OMC and in which case, the Contractor shall be liable to OMC to pay compensation to the full extent of damage/loss and undertake to pay the same.

OMC remains indemnified (even if the Contract ends pre-maturely) towards all or any obligations due to OMC by the Bidder and shall continue to remain in force till such time all or any such claims are suitably addressed.

(Please refer to the format for Indemnity Bond attached at Annexure – I)

11. Dispute Resolution, Confidentiality, IP Rights & Legal Matters

11.1. **Dispute Resolution:** Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this tender between OMC and the agency, and so notified in writing by either party to the other party shall, in the first instance, be attempted to be resolved

amicably and the parties agree to use their best efforts for resolving all disputes arising under or in respect of this tender promptly, equitably and in good faith. In the event of any dispute between the parties, it is agreed that a discussion shall be held between the agency and OMC within 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the 7 (seven) day period or the dispute is not amicably settled within 15 (fifteen) days of the meeting, the dispute shall be decided by the Civil Court of competent jurisdiction at Bhubaneswar within the period as specified under the Law of Limitation. There shall be no arbitration between Parties. The provisions of Arbitration & Conciliation Act,1996 as amended from time to time, will have no application to the present work.

11.2. Governing law and jurisdiction: This tender shall be construed and interpreted in accordance with and governed by the laws of State and Central Govt. in force in India, The Courts at Bhubaneswar shall have exclusive jurisdiction over all matters arising out of or relating to this tender.

11.3. Infringement of Copyright by the Agency: If the agency has chosen to use software on which, a person other than the successful bidder/agency has intellectual property rights and such other person disputes the use of the said software for the proposed solution for the OMC, then the OMC would not be held responsible for any legal consequences, liabilities arising out of the same.

11.4. Limitation of liability: Notwithstanding anything contained herein, Agency 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 Agency) that may arise out of or result from this Agreement and the aggregate liability of Agency, under this Agreement, shall not exceed the total fees actually received by it under this Agreement as of the date such liability arose.

12. Right to risk purchase:

If the agency fails to deliver the services as per the agreed schedule with OMC, OMC shall have the right to procure the services from any other agency and recover from the agency all charges/expenses/losses/damages suffered by OMC, at the risk and cost of the agency, after giving 15 (fifteen) days of notice to the agency. This will be without prejudice to the rights of OMC for any other action including termination of the empanelment and forfeiture of the Performance Security.

13. Blacklisting:

Blacklisting of a business concern/entity or supplier may be resorted to in following cases:-

- (i) If the Proprietor or Partner or Director of the business concern/entity is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- (ii) If security consideration of the state i.e. any action that jeopardize the security of the State.
- (iii) If there is justification for believing that the Proprietor or Partner or Director of the Concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud and tender fixing etc.
- (iv) If the business concern/entity refuses / fails to return the OMC's dues without adequate cause;

- (v) If the business concern/entity is blacklisted by any Department of the Central Government / State Government/Central PSU/State PSU.
- (vi) If the business concern/entity is a concern/entity evader of Central / State taxes / duties for which OMC has received notice from the concerned department of Central / State Govt.
- (vii) If internal violation of important conditions of contract/agreement.
- (viii) If submission of false/fabricated/forged documents for consideration of a tender.

14. GST: Taxes and duties in percentage and also specified amount should be clearly mentioned in the price bid format. Variation of taxes and duties if any, by the Govt. or statutory authority after tender date shall be allowed to the bidder pertaining to this work. The bidder has to raise invoice as per GST Act & Rules. The Successful Bidder agrees to and does, hereby accept full and exclusive liability for payment of any and all taxes, duties charges and levies etc., applicable to the work tendered as on the date of tender. In case it is increased or modified or new tax is imposed under authorized statutory provisions of Central, State or local Govt. Agency or Authority, during the tenure of this contract, shall be borne and paid by DoM. If there is a decrease in tax rate or abolition of existing Taxes, the benefit of such reduction or abolition shall be passed on to DoM. Applicable GST will be borne by DoM on submission of GST Registration certificate relevant to the contractual work and submission of "Tax Invoice" under GST Act

- 1) The Successful Bidder has to raise Invoice as required under section 31 of the GST Act and relevant Rules made there under.
- 2) The Invoice should contain the particulars as required in GST Acts & rules including the following as required under Rule 46 of CGST Rules.
 - a) The Invoice /Bill should be mentioned as "Tax Invoice" (on the top).
 - b) At the top of the Invoice submitted to the recipient (OMC) should mention "original for buyer"(in case of supply of goods)/ "original for Recipient"(in case of supply of Service)
 - c) Name(as per GST Registration Number), address and Goods and Services Tax Identification Number of the Supplier.
 - d) A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolized as "-" and "/" respectively, and any combination thereof, unique for a financial year.
 - e) Date of its issue.
 - f) Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient.
 - g) Harmonized System of Nomenclature code (HSN) for goods or service Accounting Code (SAC) for services.
 - h) Description of goods or services.
 - i) Quantity in case of goods and unit or Unique Quantity Code thereof.
 - j) Total value of supply of goods or services or both.
 - k) Taxable value of the supply of goods or services or both taking into account discount or abatement, if any.

- l) Rate of tax (Central tax, State tax, integrated tax, Union territory tax or Cess).
 - m) Amount of tax charged in respect of taxable goods or services (Central tax, State tax, integrated tax, Union territory tax or Cess).
 - n) Place of supply along with the name of the State, in the case of a supply in the course of Inter-State Trade or Commerce.
 - o) Address of delivery where the same is different from the place of supply.
 - p) Whether the tax is payable on reverse charge basis; and
 - q) Signature or digital signature of the supplier or his authorized representative.
- 3) The Successful Bidder shall file the GST Returns as required in the GST Acts, and details of Invoice submitted to DoM and GST amount charged thereon must reflect in Form GSTR-2A within a reasonable time, so as to make DoM enable to take Input Tax Credit (ITC) of the GST amount paid against those Bills.
 - 4) If due to any reason attributable to the Successful Bidder, Input credit of the GST amount paid on Invoices raised by the Successful Bidder is not available to DoM/denied by the dept. then the same will be recovered from the dues of the Successful Bidder or the Successful Bidder has to deposit an equivalent amount.
 - 5) The Successful Bidder has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
 - 7) The Successful Bidder hereby undertakes to indemnify DoM & OMC, from any liabilities arising in future due to non-compliance by the Successful Bidder of the GST Acts, Rules and any other Acts currently in force and applicable to the Successful Bidder in relation to the job assigned to the Successful Bidder by DoM.

ANNEXURE –A

**LOCATION DETAILS OF DIRECTORATE OF MINES &
 LIST OF MINIMUM TECHNICAL MANPOWER DEPLOYMENT, LOCATION WISE**

No.	Office	Location	Persons to be deployed
1	O/o the Directorate of Mines	Director of Mines, Heads of Department, Steel and Mines, Deptt. 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 for different equipment's/systems

LAN Systems:

Sl. No.	Location and equipments	Minimum Response time.
1	Bhubaneswar Directorate Office: LAN Connection Failure to Systems/Severs	1 hour
2	DDM Office: Complete LAN failure	1 hour
3	Weight bridge: Complete LAN failure	6 hours
4	Mining officer: Individual system failure	6 Hours

WAN System:

Sl.No.	Location and equipments	Minimum Response time.
1	Bhubaneswar Directorate: Router, LL Modem, Leased Line	12 hours
2.	DDM Office: Router, Modems (LL)	6 hours

UPS Systems:

Sl. No.	Location and type of UPS	Minimum Response time.*
1.	Directorate Office: 5 KVA UPS Online & Above Below 5 KVA Offline.	12 hours 24 hours
2.	DDM Office & Mines Office: 2 KVA Online UPS	36 hours
3.	Mines: Offline	48 hours

Computer Systems:

Sl. No.	Location and system type	Minimum Response time.*
1.	Desktops installed at any location	6 hours
2.	Server	6 hours
3.	Printers (DMP, Laser etc.)	12 hours
4.	Server	12 hours
5.	I3ms System	1 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	96
3.	WAN System	97
5.	Desktop Systems	96
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.

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

PENALTY: If the selected service provider fails to render required service within the original delivery period/Uptime requirement, penalty shall be imposed for an amount equivalent @2% of the quarterly AMC billing value (excluding Taxes) of delayed portion per month or part thereof subject to maximum @10% of the total quarterly AMC billing value excluding Taxes. GST on penalty shall be recovered in addition to the penalty amount.

ANNEXURE-C

Statement of AMC status of IT Assets in Directorate & Circle Mining Offices.

Item List-I

Sl No.	Name of Circle	CPU		Monitor		Printer		Colour Printer		Copier		UPS		Online UPS		Scanner		Laptop	
		AMC	Not in AMC	AMC	Not in AMC	AMC	Not in AMC	AMC	Not in AMC	AMC	Not in AMC	AMC	Not in AMC	AMC	Not in AMC	AMC (Multipage Scanner)	Not in AMC	AMC	Not in AMC
1	DM(O)	42	35	42	34	9	35	2	2	5	3	37	25	1	1	2	6	3	14
2	DDM, Joda	7	8	7	8	5	10	0	0	1	0	8	0	1	0	1	0	13	0
3	DDM, Koira	5	10	5	10	3	4	0	0	1	2	5	9	0	0	1	0	8	3
4	DDM, Rourkela	9	5	7	7	2	6	0	0	0	1	4	10	0	0	1	0	4	3
5	DDM, JK Road	8	0	8	0	2	3	0	0	0	2	4	3	0	0	1	1	6	2
6	DDM, Sambalpur	9	0	9	0	2	5	0	0	0	2	10	0	0	0	1	0	5	0
7	DDM, Talcher	6	7	6	7	2	6	0	0	0	1	5	7	0	0	1	0	3	4
8	DDM, Koraput	2	6	2	6	2	7	0	0	0	2	2	8	0	0	1	2	2	2
9	MO, Keonjhar	2	5	2	4	2	3	0	0	0	1	3	0	0	0	1	0	3	1
10	MO, Baripada	2	7	2	7	2	3	0	0	0	1	2	5	0	0	1	0	3	1
11	MO, Cuttack	2	6	2	6	2	2	0	0	0	1	3	5	0	0	0	1	0	1
12	MO, Berhampur	3	6	3	6	2	4	0	0	0	1	3	5	0	0	1	0	0	3
13	MO, Bhanupatna	5	2	5	2	2	3	0	0	0	1	5	3	0	0	0	1	0	3
14	Mo, Balangir	3	2	5	2	3	2	0	0	0	0	3	2	0	0	1	1	3	0
15	MO, Phulbani	1	1	1	1	1	1	0	0	0	0	1	1	0	0	0	1	0	1
16		106	100	106	100	41	94	2	2	7	18	95	83	2	1	13	13	53	38
	Total	206		206		135		4		25		178		3		26		91	

Item List-II

Sl No.	Name of Circle	Fax		Server		Blade Server Chasis		Blade Switch		FC Host Bus Adapter		Projector		24 Port Switch		WiFi Devices	LCD/LED TV	
		AMC	Not in AMC	AMC	Not in AMC	AMC (HP BL/C3000)	Not in AMC (HP BL/C3000)	AMC	Not in AMC	AMC	Not in AMC	AMC	Not in AMC	AMC	Not in AMC	AMC	AMC	Not in AMC
1	DM(O)	0	2	6	11	1	1	1	0	6	0	2	0	4	8	6	0	6
2	DDM, Joda	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3	DDM, Koira	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	DDM, Rourkela	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	DDM, JK Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	DDM, Sambalpur	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	DDM, Talcher	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	DDM, Koraput	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9	MO, Keonjhar	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10	MO, Baripada	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	MO, Cuttack	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12	MO, Berhampur	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13	MO, Bhawanipatna	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14	Mo, Balangir	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	MO, Phulbani	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16		0	4	6	11	1	1	1	0	6	0	2	0	4	8	6	0	6
	Total	4		17		2		1		6		2		12		6		6

The details mentioned above are indicative and may vary in quantity & type. The bidders are requested to make necessary due diligence before participating in the bids.

ANNEXURE – D

PRICE BID FORMAT

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBE R #	TEXT #	NUMBE R #	TEX T #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Annual Maintenance Cost (BASIC RATE In Figures To be entered by the Bidder) Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Service Support(1st Year)					
1.01	Server management with storage system,Backup management,OS and Database management, Desktp and Laptop Management,Security Management,Power Conditioner Management, Peripherals Management,LAN Management,WAN management,Internet and Web Management, Third party vendor management,Help Desk management and monitoring	1.000	Nos		0.000	INR Zero Only
2	Equipment/Hardware and Application Support(1st Year)					
2.01	DESKTOP (CPU & Monitor)	206	Nos		0.000	INR Zero Only
2.02	Printer(Color)	4	Nos		0.000	INR Zero Only
2.03	Printer(b/w)	135	Nos		0.000	INR Zero Only
2.04	Copier	25	Nos		0.000	INR Zero Only
2.05	Online UPS	3	Nos		0.000	INR Zero Only
2.06	UPS	178	Nos		0.000	INR Zero Only
2.07	Scanner	26	Nos		0.000	INR Zero Only
2.08	Laptop	91	Nos		0.000	INR Zero Only
2.09	Fax	4	Nos		0.000	INR Zero

						Only
2.1	Server	17	Nos		0.000	INR Zero Only
2.11	Blade Server Chasis	2	Nos		0.000	INR Zero Only
2.12	FC Host BUS Adaptor	6	Nos		0.000	INR Zero Only
2.13	24 Port/8Port switch	12	Nos		0.000	INR Zero Only
1.14	Projector	2	Nos		0.000	INR Zero Only
2.15	Wi-fi Access point	6	Nos		0.000	INR Zero Only
2.16	LCD/LED TV	6	Nos		0.000	INR Zero Only
3	YEAR WISE TOTAL COST OF SERVICE SUPPORT AND EQUIPMENT/HARDWARE AND APPLICATION SUPPORT FOR					
3.01	2nd Year	1	Nos		0.000	INR Zero Only
3.02	3rd Year	1	Nos		0.000	INR Zero Only
3.03	4 th Year	1	Nos		0.000	INR Zero Only
3.04	5th Year	1	Nos		0.000	INR Zero Only
Total in Figures					0.000	INR Zero Only
Quoted Rate in Words		INR Zero Only				

NB: The price evaluation shall be done considering the total cost of 5 years without GST. The rate of GST shall be mentioned by the bidder separately.

ANNEXURE – E

**BG SHOULD BE OBTAINED FROM NATIONALISED / SCHEDULED COMMERCIAL BANK
OPERABLE / EXECUTABLE AT BHUBANESWAR**

DATE : _____

BANK GUARANTEE

Name of Bank:

To
The Odisha Mining Corporation Limited,
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 Odisha Mining Corporation Ltd., **Bhubaneswar**(hereinafter referred to as OMC, the beneficiary) for an amount not exceeding Rs /- (Rupees) only at the request of **M/s.** (hereafter referred to as the agency).

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 at our branch at Bhubaneswar on or before (Last date of lodgment of claim) by the OMC, **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.....

The Odisha Mining Corporation Ltd BBSR (herein after called as the OMC) has agreed to accept from M/s at PO PS District....., State....., (herein after called as Agency) 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 No. & date.

We(Bank).....branch, do hereby undertake to indemnify and keep indemnified "OMC." 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 OMC, have no right to decline to cash the same for any reason whatsoever . The fact that there is a dispute between the said Agency and the OMC is no ground for us to decline to honour invocation the Bank guarantee and such invocation is a sufficient reason for the OMC to enforce the bank guarantee unconditionally without any reference to the said Agency, within 48 hours excluding holidays.

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

Wethe bank, undertake to pay to the OMC any money so demanded notwithstanding any dispute or disputes raised by the said agency 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 atBhubaneswar, by the OMC 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 OMC 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 agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the OMC against the said agency 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 Agency or for any forbearance, act or omission on the part of the OMC or any indulgence by the OMC to the said agency.

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 OMC in 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 agency.
4. This Bank Guarantee shall remain valid up to (Date of expiry) with additional claim period of two months and claim under this guarantee can be served on or before (Last date of lodgment of claim).
5. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if OMC serves a written claim or demand on the Bank at ourbranch at Bhubaneswar on or before (Last date of for lodgment of claim.)
6. We declare that this Bank Guarantee is not tainted with fraud and is furnished in the written request of the Agency.

Signature:

Name:

Address

For & on behalf of
(Seal)
Signed and delivered this on

Annexure-F

**Check-list for the Techno-Commercial Bid
 (to be enclosed with the Techno-Commercial Bid)**

Name of the organization:

Sl. No.	Documents to be submitted	Complied	Documents
1	Signed copy of this check list with stamp		
2	Power of Attorney (Ref: Clause 2.6.1 (i))		
3	Proof of payment of EMD / documents related to exemption from the same (Ref: Clause 2.6.1 (ii))		
4	The bidder should be a Registered Company in India under the Companies Act, 1956/2013. The company should be primarily providing IT FMS services in India for the last 5 years as on bid closing date.		
5	The bidder should have following valid documents: A. GST No. B. PAN C. EPF		
9	The Bidder should have turnover of Rs. 10 Crores during each financial year for the last three financial years (FY 2016-2017, FY 2017-18 & FY 2018-19), (not inclusive of the turnover of associate companies) as per the audited accounts.		
10	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.		
11	The Bidder should have minimum 5 years of experience in the area of IT Facility Management Service, having successfully executed atleast three contracts of FMS/IT Operation & AMC in State or Central Government organizations/ PSUs /Private organization in India with contract value not less than 40 lakhs (Rupees fourty lakhs) each in last 5 years.		
12	The bidder shall have relevant Quality Certification of ISO 27000 series/BS 15000/BS7799/ITIL, ISO 20000-1:2011 certification or any advanced certifications relevant for Computer Systems, LAN, WAN, IT Security, Facility Management of IT infrastructures and IT services.		
13	The bidder should have experience in managing network comprising of Wireless LAN, terrestrial LAN, WAN with Leased Circuits, CUG Network.		
14	The bidder should have a minimum strength of 50(Fifty) professionals in its payroll.		
15	The vendor should have establishments in Odisha for effective support and coordination.		

Date

Signature of the Bidder

ANNEXURE – G

(Qualifications Details Required)

Sl. No.	Manpower	Experiences	Qualifications
1	Project Manager	5 years or above experience in IT Project Management	BE/MCA/MBA(System)
2	Server Support Engineer	4 years or above Experience in Server and NW management	MCA/BE/Graduate and MCSE or equivalent
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

Annexure-H

(Affidavit by the deponent that it is not Banned/Blacklisted)

(to be executed on non judicial stamp paper and to be duly notarized)

Sub: Tender No: _____

Date: _____

In response to the Tender Document above stated, I/We hereby declare and solemnly swear that our Company/ firm _____ is not banned/blacklisted as on date by any competent court of Law, forum or any State Government or Central Government or their agencies or by any statutory entities or any PSUs.

AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, hereby agree to be treated as a disqualified Bidder for the ongoing Contract.

In addition to the disqualification our concern/entity may be banned/blacklisted.

AND, that I/We, shall have no right whatsoever, to claim for consideration of my/our bid at any stage and the money deposited in the form of EMD shall be liable for forfeiture in full, and the tender, if any to the extent accepted may be cancelled.

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:

Annexure-I

Indemnity Bond

(To be furnished in Stamp paper as per Stamp Act)

(Stamp Paper should be purchased in the name of the Service provider)

This deed of Indemnity executed by hereinafter referred to as 'Indemnifier' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of M/s. Odisha Mining Corporation Ltd., Bhubaneswar, hereinafter referred to as the 'Indemnified' which expression shall unless repugnant to the context or meaning thereof, include its successors and assignees witnesses as to.

Whereas the indemnified herein has awarded to the Indemnifier herein a purchase order/ service order for the supply of on terms and conditions set out inter alia in the Purchase order/ Service Order No..... valued at Rs.....(Rupees only)

And Whereas, it is required under the above mentioned purchase order/ service order to provide an Indemnity bond to the indemnified to safeguard its interest, to be free from defect due to faulty material or workmanship for a period of.....calendar months from the date of receipt of stores or actual working hours from the date of commissioning whichever is earlier of the stores supplied by the Indemnifier to the indemnified.

The indemnifier hereby irrevocably agrees to indemnify the indemnified that for any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings & actions of any nature whatsoever made or instituted against or caused to be suffered by the Indemnified directly or indirectly by reasons of.

- I. any wrongful, incorrect, dishonest, criminals, fraudulent or negligent work default, failure, bad faith, disregard of its duties and obligation, act or omission by the Indemnifier.
- II. any theft robbery, fraud, or other wrongful action or omission by the Indemnifier and /or any of its staff

The indemnifier hereby irrevocably agrees to indemnify the indemnified that any items/ services loaned by indemnified for use by the indemnifier in the event of the products/ services getting damaged/ non-operational, or such that it affects its life guarantee, the indemnifier shall as may be deemed necessary repair or make good the defective assets at site, free of cost, within a reasonable time specified by the indemnified or reimburse the pro-rata cost of the stores to the extent the life not achieved as per the

guarantee, or supply spare stores for the defective portion only free of cost at site in respect of the purchase order/ service order obligations that emanate from the same already referred to the extent of ₹.....(Rupees..... only)

For

(Signature with Name and Designation)

Station:

Date:

Company Seal

Witness

1.....

Signature with Name, Designation and Address

2.....

Signature with Name, Designation and Address

Annexure-J

Format for Power of Attorney

(to be executed on non judicial stamp paper and to be duly notarized)

Known all men by these presents, we (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender against the NIT no. OMC/MAT/E-PROC/10/2019 dated 1st July, 2019 published by the Odisha Mining Corporation Limited for the "Empanelment of agencies for providing technical / professional manpower in OMC", including but not limited to signing and submission of all applications, bids, other statutory documents and invoices etc as required by OMC in writings,

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 2019.

For

Witnesses

.....

1.

(Signature, name, designation and address)

2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Agreement between OMC and Agency

Ref: [•]

This Agreement (hereinafter called the “Agreement”) is made on this [•] the day of the month of [month], [year].

BETWEEN

The Odisha Mining Corporation Limited, an undertaking of the Government of Odisha and having its head office at OMC House, Bhubaneswar-751001 (hereinafter referred to as “OMC”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the first part.

AND

M/s. [•], a company incorporated under the provisions of the Companies Act, 1956/2013 or a LLP registered under LLP Act or a firm established in India and having its registered office at [•] (hereinafter referred to as the “agency” which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the other part.

WHEREAS

- i. The agency, in the ordinary course of its business, is engaged in providing IT FMS Services in India, and have been empaneled by OMC vide letter of empanelment no. [•] dated [•];
- ii. on the basis of the said empanelment, OMC has enlisted the agency to undertake certain jobs, described in Clause 7 (the “Scope of Work”) and thereafter the agency and OMC have mutually agreed to the terms & conditions as set out here;
- iii. the agency is being engaged to provide the required services for a period of [•] days/months on the terms and conditions set forth in this Agreement;

NOW THEREFORE THE PARTIES hereby agree as follows:

1. The mutual rights and obligations of the agency and OMC shall be as set forth in the tender, in particular:
 - (a) The agency shall provide their services in accordance with the provisions as laid down in tender ; and
 - (b) OMC shall make payments to the agency in accordance with the provisions as per the payment clause of the tender.

1. Conditions of Agreement

- (a) The time period for delivering the scope of services shall be for a tenure of [•] ([●]) days/ months from the effective date of the Agreement.
- (b) The Agreement shall be governed by the laws of India and the courts of Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Agreement
- (c) This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement

All the terms and conditions as per the tender schedule vide No..... shall be applicable for this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their respective authorized representatives on the day and year first before written.

For and on behalf of Odisha Mining Corporation For and on behalf of M/s.

(Authorized Representative)

(Authorized Signatory)

Name:

Name:

Designation:

Designation:

Odisha Mining Corporation

Name of the agency:

OMC House, Bhubaneswar-751001

Address:

In presence of the following witnesses

Name:

Name:

Designation:

Designation:

Odisha Mining Corporation

Name of the agency:

OMC House, Bhubaneswar-751001

Address: