



Notice Inviting Tender
for
Engagement of an Agency to provide
IT Management and Support Services at
Directorate of Mines & Circle Offices
(through e-tendering)

NIT No: OMC/e-Proc/CMC/59/2022 dated 10.01.2022

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E-procurement Notice

Dated: 10.01.2022

NIT No.: OMC/e-Proc/CMC/59/2022 dated 10.01.2022

#	Item	Particulars
1	Name of work	Selection of Agency to provide IT Management and Support Services at Directorate of Mines & its Circle Offices (through e-tendering)
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 10.01.2022; Time: 5:00 PM
3	Last date for sending queries to OMC	Date: 19.01.2022; Time: 11:00 AM; queries may be sent by email to akmishra@odishamining.in or cmc@odishamining.in
4	Pre-bid meeting	Date: 19.01.2022; Time: 3:30 PM; Venue: To be held via Video Conferencing (VC) – Link shall be shared via email with the prospective Bidders
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 24.01.2022
6	Bid Due Date	Date: 08.02.2022; Time: 4:00 PM
7	Opening of Techno-Commercial Bid	Date: 08.02.2022; Time: 5:00 PM
8	Opening of Price Bid	To be informed to the Technically Qualified Bidders
9	Tender Document Cost (non-refundable) including GST	INR 5,900 (Rupees Five Thousand Nine Hundred only) including GST @18% Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
10	Earnest Money Deposit (EMD)	INR 1,10,000 (Rupees One Lakhs Ten Thousand only) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)

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

Sd/-
Head (C&P)

Odisha Mining Corporation Ltd.

(A Gold Category State PSU)

Registered Office: OMC House, Bhubaneswar-751001

Tel: 0674 2377509, 2377488

1. Schedule for the Tender

#	Parameter	Name
1.	Date of publication of NIT	Date: 10.01.2022
2.	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 10.01.2022; Time: 5:00 PM
3.	Last date for sending queries to OMC	Date: 20.01.2022; Time: 5:00 PM; queries may be sent by email to akmishra@odishamining.in / cmc@odishamining.in
4.	Pre-bid meeting	Date: 19.01.2022; Time: 3:30 PM; Venue: To be held via Video Conferencing (VC) – Link shall be shared via email with the prospective Bidders
5.	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 24.01.2022
6.	Bid Due Date	Date: 08.02.2022; Time: 4:00 PM
7.	Opening of Techno-Commercial Bid	Date: 08.02.2022; Time: 5:00 PM
8.	Opening of Price Bid	To be informed to the Technically Qualified Bidders

2. Data Sheet

#	Parameter	Name
1.	Name of tender	Engagement of an Agency to provide IT Management and Support Services at DoM (through e-tendering)
2.	Type of tendering	Open tendering
3.	Mode of tendering	e-tender
4.	E-tender site	www.tendersodisha.gov.in
5.	Tender Document Cost (non-refundable) including GST	INR 5,900 (Rupees Five Thousand Nine Hundred only) including GST @18% Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
6.	Earnest Money Deposit (EMD)	INR 1,10,000 (Rupees One Lakhs Ten Thousand only) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
7.	Amount of Performance Security	10% of the annual Contract value (excluding taxes) Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure 8
8.	Nodal Officer	Name: Mr. AK Mishra Phone No.: 90402-48699
9.	e-Mail address for submitting Pre-Bid queries	aksmishra@odishamining.in and cmc@odishamining.in
10.	Address of the OMC Limited	OMC House, P.O. Box No.34 Bhubaneswar - 751 001 Odisha, India
11.	NIT No.	OMC/e-Proc/CMC/59/2022 dated 10.01.2022

3. Disclaimer

- 3.1 This Notice Inviting Tender (“NIT”) is neither an agreement nor an offer by OMC to the prospective Bidders or any third party. The purpose of this NIT is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this NIT.
- 3.2 This NIT includes statements, which reflect various assumptions and assessments arrived at by OMC. Such assumptions, assessments and statements do not purport to contain all the information that a Bidder may require. This NIT may not be appropriate for all persons, and it is not possible for OMC to consider the particular needs of each party who reads or uses this NIT. The assumptions, assessments, statements and information contained in the NIT may not be complete, accurate, adequate or correct. Each Bidder must, therefore, conduct its own due diligence and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this NIT and obtain independent advice from appropriate sources.
- 3.3 Information provided in this NIT to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 3.4 OMC, its employees and its consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this NIT, or any matter deemed to form part of this NIT, or arising in any way in relation to this Bidding Process.
- 3.5 Neither OMC nor its employees or its consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this NIT. OMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this NIT.
- 3.6 The Bidder should confirm that the NIT downloaded by them is complete in all respects including all annexures and attachments. In the event the document or any part thereof is mutilated or missing, the Bidder shall notify OMC immediately at the following address:
Odisha Mining Corporation Limited, (A Govt. of Odisha Undertaking)
OMC House, Bhubaneswar 751 001
Odisha, India
Phone No.: 0674 - 2377521
e-Mail: cmc@odishamining.in

- 3.7 If no intimation is received within the last date for submission of Pre-Bid queries, it shall be considered that the Tender Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Tender Documents.
- 3.8 No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain the complete set of Tender Documents.
- 3.9 This NIT and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom it is issued. This NIT shall not be copied or distributed by the recipient to third parties (other than, to the extent required by Applicable Law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this NIT). In the event after the issue of the NIT, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this NIT and the information contained herein shall be kept confidential by such party and its professional advisors at all times.
- 3.10 OMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in this NIT at any time during the Bidding Process. All such changes shall be uploaded on the e-procurement portal of the Government of Odisha and on the website of OMC. It is the duty of Bidders to visit the e-procurement portal and the website of OMC regularly and keep themselves updated on the Bidding Process and any communication made in relation to the Bidding Process.
- 3.11 The Bidders or any third party shall not object to such changes /modifications /additions/alterations as provided in Clause 3.10 above, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by OMC. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of OMC with respect to this NIT.
- 3.12 The Bidder shall not make any public announcements with respect to the Bidding Process, this NIT and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this NIT shall be made exclusively by OMC. Any breach by the Bidder of this Clause shall be deemed to be in non-compliance with the terms and conditions of this NIT and shall render the Bid liable for rejection. OMC's decision in this regard shall be final and binding on the Bidder.
- 3.13 By responding to the NIT, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the NIT. The Bidder hereby expressly waives any and all claims in respect thereof.
- 3.14 The Bid is not transferable.

4. Abbreviations

AMC	Annual Maintenance Contract
BG	Bank Guarantee
BoQ	Bill of Quantity
DGMS	Directorate General of Mines Safety
DHCP	Dynamic Host Control Protocol
DoM	Directorate of Mines
DSC	Digital Signature Certificate
EFT	Electronic Fund Transfer
EMD	Earnest Money Deposit
ESI	Employee's State Insurance
FoR	Freight on Road
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
HO	Head Office
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee / legal tender currency of India
ISI	Indian Standards Institute
ISO	International Organization for Standardization
IT	Income Tax
ITC	Input Tax Credit
JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LoA	Letter of Award
MICR	Magnetic Ink Character Recognition
MO	Mines Office
MP	Monthly Payment
MSE	Micro & Small Enterprises
MSME	Micro, Small & Medium Enterprises
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
NMS	Network Monitoring System
OEM	Original Equipment Manufacturer
OMC	Odisha Mining Corporation
PAN	Permanent Account Number
POL	Petroleum, Oil and Lubricants

PSU	Public Sector Undertaking
CO	Circle Office
RTGS	Real Time Gross Settlement
SBI	State Bank of India
SCC	Special Conditions of Contract
SO	Service Order
TIA	Tender Inviting Authority
VDA	Variable Dearness Allowance
DoM	Directorate of Mines

5. Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

- 5.1 “Applicable Laws” means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either OMC or to the Bidders;
- 5.2 “Authorized Signatory” shall have the meaning as set forth in Clause 8.5 under “Instruction to Bidders”;
- 5.3 “Bid” means the documents submitted by a Bidder pursuant to this NIT, including the Techno-Commercial Bid along with any additional information/clarifications required/ sought by OMC and the Price Bid, submitted strictly in the formats provided by OMC. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by OMC;
- 5.4 “Bidder” designates the legal entity which has made a proposal, a tender or a bid with the aim of concluding a Service Order / Agreement with OMC;
- 5.5 “Bidding Process” means the process governing the submission and evaluation of the Bids as set out in the NIT itself;
- 5.6 “Bid Due Date” shall mean the last date for submission of bids, as given in the Schedule for the Tender. No bids shall be accepted in the e-procurement portal after the Bid Due Date;
- 5.7 “Bid Validity Period” shall have the meaning given to it in Clause 8.8;
- 5.8 “EMD” means the amount submitted by a Bidder to OMC for participating in the Bidding Process, in terms of Clause 8.7;
- 5.9 “Financial Criteria” shall have the meaning given to it in Clause 7.2;
- 5.10 “Financial Year” means the 12 months period from 1st April to 31st March corresponding to the audited annual accounts;
- 5.11 “Letter of Award (LoA)” means the written official intimation by OMC notifying the Preferred Bidder/ Service Provider that the work has been awarded in its favour as per the terms and conditions mentioned therein ;
- 5.12 “Net Worth” shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;

- 5.13 “Notice Inviting Tender” or “NIT” or “NIT Document” or “Tender Paper” or “Tender Documents” or “Tender” or “Bid Documents” means documents issued by OMC vide respective Tender for “IT Management & Support Services at Directorate of Mines & its Circle Offices” and shall include any modifications, amendments, corrigenda/addenda or alterations thereto. The documents are as follows:
- a) This NIT document;
 - b) Any corrigendum(a)/addendum(a) and clarification(s) to the NIT Document issued by OMC subsequent to the issue of the NIT Document will also be considered an integral part of the NIT Document. Any reference to the NIT Document in the Agreement shall include such corrigendum(a)/ addendum(a);
- 5.14 “OMC” means Odisha Mining Corporation Limited having its registered office at Bhubaneswar – 751 001, Odisha including its successor and assignees or its representatives; and “DoM” means Directorate of Mines having its registered office at Bhubaneswar, – 751 001, Odisha including its successor and assignees or its representatives;
- 5.15 “Pre-bid Meeting” means Pre-bid meeting to be held as per the schedule indicated in the Schedule for the Tender hereof between OMC and the bidders for clearing doubts if any;
- 5.16 “Preferred Bidder” shall have the meaning given to it in Clause 8.21;
- 5.17 “Price Bid” means the Price Bid submitted by the Bidder, in accordance with Clause 8.15.2;
- 5.18 “Related Party” shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 5.19 “Successful Bidder” shall have the meaning given to it in Clause 8.22;
- 5.20 “Technical Criteria” shall have the meaning given to it in Clause 7.1;
- 5.21 “Technically Qualified Bidder” means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of OMC as per terms and condition of the NIT and is qualified for opening of its Price Bid;
- 5.22 “Techno-Commercial Bid” means proposal submitted by the Bidder in accordance with Clause 8.15.1;
- 5.23 “Tender Document Cost” shall have the meaning as set forth in Clause 8.6;
- 5.24 “Turnover” shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

All other capitalized words not defined herein shall have the same meaning as ascribed to them in the NIT. Terms and expressions not defined anywhere in the Bid Documents

shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and failing that in General Clauses Act, 1897.

6. Scope of Services

- 6.1 The selected Service Provider shall provide the following services to DoM as per the below mentioned timeframe:

#	Name/ type of services	Contract period	Location for providing the services
1	IT Management and Support Services at DOM & Circle Offices	5 years <ul style="list-style-type: none">Contract shall be initially awarded for One Year and shall be extendable up to another 4 years on annual renewal basis (year-to-year) subject to assessment of the performance of the Service Provider.The contract may be extended for a further period of 1 Year (6th Year) at the same cost of 5th year if both the parties agree.	Various locations throughout the State of Odisha (Mentioned in Appendix-B)

- 6.2 The detailed scope and specifications of the services to be provided, along with the contract period, payment terms, etc. are given in Special Conditions of Contract as enclosed in Annexure 2.
- 6.3 The “General Conditions of Contract-Services” as enclosed in the tender at Annexure 1 shall form an integral part of the NIT and will also form a part of the Agreement placed against this tender.

7. Eligibility Criteria

The Bidders eligible to participate in this tender should fulfill the following Criteria:

#	Criteria	Required Documents
7.1	<u>Technical Criteria</u>	
7.1.1	<p>The Bidder must have experience of having successfully executed similar work during the last 5 (five) years, which shall be either of the following:</p> <p>i) Three similar completed Support Services of annualized value not less than INR 22 Lakhs for each project OR</p> <p>ii) Two similar completed Support Services of annualized value not less than INR 27 Lakhs for each project OR</p> <p>iii) Single similar completed Support Services of annualized value not less than INR 44 lakhs.</p> <p><u>Note:</u></p> <p>a. "Support Services" shall mean services related to maintenance and support to IT Infrastructure</p> <p>b. Applicable 5 (five) years shall be preceding five financial years excluding the financial year of floating of the Tender (i.e. FY 2016-17, FY 2017-18, FY 2018-19, FY 2019-20 and FY 2020-21)</p>	<p>Self-attested copies of</p> <p>a) Relevant contracts or Work Orders or Agreement containing the scope of services, the value of the contract or Work Order or Agreement; and</p> <p>b) Completion certificate from their clients/employers, regarding successful completion of the services.</p> <p>c) In case value of the contract is not mentioned in the contract or work order or agreement, then the value must be mentioned in the completion certificate issued by the client/employers</p> <p>d) In case, the bidder fails to avail the completion certificate from their client/employer, the proof of completion duly certified by its Statutory Auditor shall be submitted</p>
7.1.2	<p>The Bidder shall have at least 5 (Five) years of experience in providing Maintenance and Support Services in State or Central Government organizations/ PSUs / Private organizations.</p>	<p>Self-attested copies of</p> <p>a) Relevant contracts or Work Orders or Agreement containing the scope of services, the value of the contract or Work Order or Agreement; and</p> <p>b) Completion Certificate from their clients/employers, regarding successful completion of the services.</p> <p>(In case of any on-going contract, if the bidder needs to quote such contract for claiming experience, the completion</p>

#	Criteria	Required Documents
		certificate shall clearly, and in no uncertain terms, mention the scope of work delivered, and the value of the work executed till that point in time)
7.1.3	The bidder should have experience in managing network comprising of Wireless LAN, terrestrial LAN, WAN with Leased Circuits, Firewall, DHCP, DNS etc.	<ul style="list-style-type: none"> Documents as proof of credential
7.1.4	The bidder should have a minimum strength of 50(Fifty) professionals in its payroll.	<ul style="list-style-type: none"> List of employees working with the organization containing their qualification /technical / professional degree, UAN number and experience. (These employees should be on the membership list of EPF /PF trust) Copy of latest ECR of EPF to be enclosed
7.2	<p><u>Financial Criteria</u></p> <p>i) Average financial turnover of the Bidder during the last 3 (three) financial years should be at least INR 20 crore</p> <p>ii) Net worth of the Bidder in each of the last 3 (three) financial years should be positive as per audited balance sheet.</p> <p><u>Note:</u></p> <p>a. Applicable 3 (three) years – FY 2018-19, FY 2019-20 and FY 2020-21</p>	<p>a) Copies of audited financial statements</p> <p>b) In case the audited financial statements of the last financial year is not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor.</p>
7.3	<u>Other Criteria</u>	
7.3.1	The Bidder should be a Company as defined in Section 2 (20) of the Companies Act, 2013(Private or Public)	<p>Copies of</p> <ul style="list-style-type: none"> Certificate of Incorporation Memorandum of Association Articles of Association
7.3.2	The Bidder should have valid PAN and GSTIN registration	<ul style="list-style-type: none"> Copy of PAN Copy of GST registration certificate – REG 06
7.3.3	The Bidder should not have been banned/blacklisted by OMC or any government agency or any PSU as on the date of submission of Bid	Declaration to this effect, as per the format given in Annexure 5

#	Criteria	Required Documents
7.3.4	Tender Document Cost, EMD amount and Power of Attorney	a) Proof of payment of Tender Document Cost; Please refer to Clause 8.6 for further details b) Proof of payment of EMD; Please refer to Clause 8.7 for further details. c) Power of Attorney (as per the format given in Annexure 3) in favour of the Authorized Signatory of the Bidder who shall also be the DSC holder. Please refer to Clause 8.5 for further details
7.3.5	The Bidder ought to have been covered by the labour legislations, such as EPF, ESI and Contract Labour (R&A) Act	Copy of valid EPF & ESI registration certificate and valid Labour License
7.3.6	The Bidder whose Contract/Agreement with OMC had been terminated /failed to perform will not be eligible to participate in the bidding.	Decision of OMC in this regard is final & binding on all such entities

Note

- a. The value of the contracts or Work Orders or Agreements to be considered shall be exclusive of all taxes and duties.
- b. The word delivered means that the Bidder should have completed the scope of services in the technical capacity above, even if the total contract or Work Order is not completed/ closed. However, Bidder should have completed the entire range of services as specified in the NIT, even if the total Contract is not completed/closed. The Bidder shall also be required to submit a part completion certificate which should clearly indicate the value and the completed portion (physical progress) of the work (which should satisfy requirement of the NIT). The part completion certificate should also highlight the satisfactory performance/ progress of the Bidder with respect to the services under consideration.
- c. Bidding in the form of a consortium is **NOT** allowed.

8. Instruction to Bidders

- 8.1 The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in.) This is a onetime activity for registering on the Government website. During registration, the Bidders will be required to attach a Digital Signature Certificate (DSC) to the Bidder's unique user ID. The DSC used should be of appropriate class (Class II or Class III) issued from a registered Certifying Authority. The registration of Bidders on the portal shall be free of cost. The registration should be in the name of the Bidder, whereas the DSC holder should be the duly Authorized Signatory of the Bidder.
- 8.2 The tender documents shall be available on the state e-procurement portal (www.tendersodisha.gov.in) and the website of OMC (www.omcltd.in). There shall be no sale of hard copies of the tender documents. Tenders can be accessed by the prospective Bidders at the above websites and may be downloaded by them free of cost. However, the Tender Document Cost shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.
- 8.3 E-tendering process is mentioned in Clause 10.
- 8.4 The bids are to be submitted in two covers, consisting of: (i) Techno-Commercial Bid (under Cover I) and (ii) Price Bid (under Cover II) respectively christened as such. Both the Techno-Commercial Bid and the Price Bid have to be submitted on the e-procurement portal of the Government of Odisha.
- 8.5 The Authorized Signatory of the Bidder shall 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. The format for the Power of Attorney is given in Annexure 3 of this NIT. Each page of all scanned documents submitted as part of the Techno-Commercial Bid should be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.
- 8.6 **Tender Document Cost**
- 8.6.1 The Bidder shall pay to OMC a non-refundable amount ("Tender Document Cost"), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Document Cost is also indicated in the Data Sheet
- 8.6.2 The Bidders, who are exempted to deposit Tender Document Cost due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit Tender Document Cost claiming exemption but does not submit relevant document, is ineligible for bidding and his bid shall be summarily rejected

8.7 Earnest Money Deposit (EMD)

8.7.1 Bidders as part of their Techno-Commercial Bid shall have to submit an Earnest Money Deposit; the amount of the EMD is indicated in the Data Sheet.

8.7.2 Mode of Payment:

The EMD shall be payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in).

For the avoidance of doubt, it is clarified that OMC shall not be liable to pay any interest on the EMD deposit so made and the same shall be interest free.

8.7.3 Return of EMD:

The EMD of the technically disqualified Bidders shall be returned after declaration of the list of such technically qualified Bidders in the portal. The EMD of other unsuccessful Bidders shall be refunded after signing of the Agreement with the Successful Bidder. The return of the EMD shall be in the form of bank transfer to the account of the Bidder through the e-procurement portal of the Government of Odisha.

8.7.4 The Bidders, who are exempted to deposit EMD amount due to any exemption granted by the State Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit EMD amount claiming exemption but does not submit relevant document, is ineligible for bidding and his bid shall be summarily rejected.

8.7.5 The EMD of the Preferred Bidder shall be returned upon the Preferred Bidder furnishing the Performance Security.

8.7.6 Forfeiture of EMD: The EMD shall be forfeited and appropriated by OMC as a genuine pre-estimated compensation and damages payable to OMC for, inter alia, the time, cost and effort of OMC without prejudice to any other right or remedy that may be available to OMC hereunder, or otherwise, under the following conditions:

- i) if any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent, or in case of any material misrepresentation of facts at any point of time during the bid evaluation process;
- ii) if the Preferred Bidder fails to acknowledge and return to OMC a signed copy of the LoA or Agreement within the timeframe allowed by OMC;
- iii) if the Preferred Bidder fails to submit the Performance Security within the timeframe allowed by OMC;

- iv) if a Bidder withdraws its bid before completion of the bidding process during the bid validity period, except as provided in Clause 8.8;
 - v) If the Bidder has otherwise committed any breach of the terms of this NIT;
 - vi) in case the Preferred Bidder, does not comply with the requirements of the Price Bid;
 - vii) in case the Techno-Commercial Bid of a Bidder contains any information on the Price Bid of the Bidder;
- 8.7.7 In case of cancellation of the tender before bid opening date and time, the EMD shall be refunded to respective Bidder's account.
- 8.8 **Bid validity period:** The bid shall initially remain valid and binding on the Bidder for at least 180 (one hundred and eighty) days from the Bid Due Date, as given in the Schedule for the Tender. Any bid with a shorter validity period shall be rejected by OMC. Under exceptional circumstances, OMC may in writing request the Bidders to extend the bid validity period of their bids. In case the Bidder refuses the request of OMC to extend its bid, the EMD of such Bidder will be returned to the Bidder. However, such bids will not be evaluated further.
- 8.9 **Issue of clarifications:** Bidders may also send their queries by email to OMC; queries received after the last date for sending queries (as per the Schedule for the Tender) may not be considered by OMC. The responses to the queries received shall be published by OMC on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be a part of the tender documents; however, the source of queries shall not be mentioned.
- 8.10 **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 if found appropriate, issue a corrigendum/ amendment to the tender documents, which shall be 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.
- 8.11 **Extension of Bid Due Date:** OMC may, at its discretion, extend the Bid Due Date which shall be related as an act of amendment of this NIT.
- 8.12 **Acknowledgement by the Bidder:** It shall be deemed that by submitting its bid, the Bidder has:
- i) made a complete and careful examination of the tender documents, including the proforma agreement;

- ii) received all relevant information requested from OMC;
- iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of OMC relating to any of the matters related to this tender or otherwise;
- iv) satisfied itself about the scope of work and services to be delivered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents including the contract (to be signed with OMC) and performance of all of its obligations thereunder;
- v) 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;
- vi) 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.

8.13 Right to accept or reject any/ all bids: Notwithstanding anything contained in the NIT, OMC reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons thereof. Further OMC reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the signing of Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for OMC's action. Decision of OMC shall be final and binding in this regard. OMC reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.

8.14 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.

8.15 Bid to be submitted by Bidders: The bid to be submitted by Bidders shall consists of the Techno-Commercial Bid and the Price Bid.

8.15.1 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 Schedule for the Tender. The Techno-Commercial Bid should contain no information on the Price Bid of the Bidder. The Techno-Commercial Bid shall consist of the following:

- i) Documents Supporting Eligibility Criteria (Refer Chapter 7)
- ii) Techno-Commercial Bid checklist as per Annexure 6
- iii) Mandate Form for Bank payment through e-mode as per Annexure 7
- iv) Documents towards fulfillment of Technical Scoring criteria as per Clause 8.19.6
- v) Annexure 9: Machine hiring charge for Additional equipment

8.15.2 Price Bid: The Price Bid shall be submitted on the e-tender portal of the Government of Odisha

8.16 Material deviation

8.16.1 Material deviations in the bids received shall include, inter alia, the following:

- i) The Techno-Commercial Bid or any accompanying document or Price Bid submitted by the Bidder is not in accordance with the formats given in this tender document.
- ii) The Techno-Commercial Bid is not accompanied by all the documents required to be submitted in terms of this tender document as per Clause 8.15.1
- iii) It does not contain all the information (complete in all respects) as requested in this tender document (in accordance with the formats provided in this tender document);
- iv) The Techno-Commercial Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- v) The Techno-Commercial Bid or Price Bid submitted by the Bidder is conditional or qualified.

- vi) The bids submitted by the Bidder is not valid for the minimum bid validity period, as per Clause 8.8.
- vii) It is otherwise substantially/ materially in deviation of the terms and conditions of the tender document.

8.16.2 OMC may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. OMC may request that the Bidder submit information or documentation, within a reasonable period of time (Refer Clause 8.19.3), to rectify nonmaterial nonconformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request of OMC may result in the rejection of its Bid. OMC, however, is not bound to waive such non-conformity under this Clause 8.16.2.

8.17 **Bid preparation cost:** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and OMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

8.18 **Opening of Techno-Commercial Bids:** The Techno-Commercial Bids shall be opened as per the schedule indicated in Schedule for the Tender.

8.19 **Evaluation of Techno-Commercial Bids:**

8.19.1 The Techno-Commercial Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Techno-Commercial Bid is one that conforms to all the terms, conditions and specifications of the tender documents without any material deviations (as defined in Clause 8.16), objections, conditionalities or reservations.

8.19.2 A Techno-Commercial Bid which is not substantially responsive, may be rejected by OMC, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 8.16 of the Material deviation.

- 8.19.3 If required, OMC may ask Bidders to provide clarifications on their bid or provide shortfall documents. Such clarifications shall be submitted by the Bidder in the Upload Shortfall document section of the e-procurement portal or shall be submitted through email. The Bidders shall be allowed a maximum time period of 3 (three) working days for uploading on the e-procurement portal / submitting the requisite shortfall documents through email. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD. No modification of the bid or any form of communication with OMC or submission of any additional documents, not specifically asked for by OMC will be allowed and even if submitted, they may not be considered by OMC
- 8.19.4 The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Chapter 7) and other requirements of the tender, such as submission of all the requisite documents as listed in Clause 8.15.1 of Techno-Commercial Bid.
- 8.19.5 The Techno-Commercial Bids which fulfill the above criteria shall be evaluated further in accordance with the scoring criteria given in Clause 8.19.6 and a Technical Score, Ts shall be assigned to each such Techno-Commercial Bid. Techno-Commercial Bids which do not fulfill the above criteria shall not be evaluated further and shall not be considered to be a technically qualified bid. Techno-Commercial Bids which fulfill the above criteria, and which receive a score of 70 (seventy) or higher out of 100 shall be considered to be technically qualified bids.

8.19.6 The Technical Scoring criteria is specified below:

#	Criteria	Maximum score	Marking scheme	Documents to be submitted as part of the Techno-Commercial Bid
1	Organizational capacity	30		
1A	Average turnover of the bidder in the last 3 (three) Financial Years (FY2018-19, FY2019-20 and FY2020-21)	10	<ul style="list-style-type: none"> • ≥ 20 Cr < 100 Cr : 5 Marks • ≥ 100 Crores : 10 marks 	Audited Balance Sheet and profit & loss statement for the relevant Financial Years
1B	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, Maintenance and Support Services of IT infrastructures and IT services	5	<ul style="list-style-type: none"> • For ISO 27000 certification – 3 marks • Any other certificate relevant to support expertise on Computer Systems, LAN, WAN and other IT infrastructure - 2 marks 	Certificate copies should be submitted, and it should be valid till date of publication of RFP
1C	Number of Workers on bidders' payroll	10	<ul style="list-style-type: none"> • 50: 5 marks • 1 mark for additional 50 workers subject to a maximum of another 5 marks 	<ul style="list-style-type: none"> • Latest EPF Challan /ECR copy • Alternatively, a certificate from the Bidder's statutory auditor certifying the number of workers on the Bidders payroll (as on date of tender) shall also be considered as valid supporting document. • However, the Bidder shall submit the summary sheet

#	Criteria	Maximum score	Marking scheme	Documents to be submitted as part of the Techno-Commercial Bid
				of ECR/ Payment confirmation receipt. OMC may carry out verification of the same if required
1D	The bidder should have an Office in Odisha since last 3 years.	5	<ul style="list-style-type: none"> • ≥ 3 and < 5 years: 3 marks • ≥ 5 years: 5 marks 	Relevant Copy showing proof of establishment in Odisha/ GST Details of Odisha etc.
2	Technical Capability	40		
2A	Number of years of Experience in providing IT management and support services	10	<ul style="list-style-type: none"> • 5 Years: 5 marks. • 1 mark for additional 1 year of experience subject to maximum of 5 additional marks 	Work order along with completion certificate or Continuation certificate
2B	Undertaken projects with annualized contract value of not less than INR 22 Lakhs during the last Five financial years in the field of maintenance and support services for IT Infrastructure like Computer systems, networks, hardware and software in the last five year (i.e. FY 2016-17, FY 2017-18, FY 2018-19, FY 2019-20 and FY 2020-21)	30	<ul style="list-style-type: none"> • 5 marks for each project more than INR 22 Lakhs • maximum of 6 projects 	<ul style="list-style-type: none"> • Work order along with completion certificate or Continuation certificate • In case, the bidder fails to avail the completion certificate from their client/employer, the proof of completion duly certified by its Statutory Auditor shall be submitted
3	Presentation	30		

#	Criteria	Maximum score	Marking scheme	Documents to be submitted as part of the Techno-Commercial Bid
3A	<p>During presentation, the bidder shall be evaluated on the following:</p> <ol style="list-style-type: none"> 1. Understanding of the assignment 2. Approach and Methodology 3. Standard operation procedures adopted 4. Experience in handling DHCP/ DNS/ NMS/Firewall 5. Ticket handling System 6. Risk management & mitigation plan 7. Support & maintenance plan 8. Training to personnel 9. Talent Management & Appraisal 10. Exit Management 	30	<ul style="list-style-type: none"> • Bidders will be called to make a presentation to OMC. • The eligible bidders shall be requested to make a presentation on their proposal, to an Evaluation Committee constituted for the purpose 	
Technical Score, T_s		100		

8.20 Opening and Evaluation of Price Bids

8.20.1 The date and time of opening of the Price Bids shall be communicated to the technically qualified Bidders in writing by e-mail or registered post/Speed Post; the Price Bids of only technically qualified Bidders shall be opened. A comparative statement shall be prepared detailing each price component in the bid and including all components of the Price Bid, as per Clause 8.15.2.

8.21 Preferred Bidder:

For determination of the Preferred Bidder, all the components (PART-I, PART-II and PART-III Price Bid as described in Annexure 4) shall be considered. The overall quoted price of each technically qualified Bidder shall be computed in the following manner:

Quoted Price =

{(Total Annual Manpower Cost) x (Service/ Administrative & Management charge as % quoted under Part I of Price Bid)} +

{(Total Annual Maintenance Cost quoted under Part II) +

{[Total Annual Maintenance Cost quoted under Part II] x {1 + 3rd Year escalation % quoted in Sl. 1 of Price Bid III}} +

{[Total Annual Maintenance Cost quoted under Part II] x {1 + 4th Year escalation % quoted in Sl. 2 of Price Bid III}} +

{[Total Annual Maintenance Cost quoted under Part II] x {1 + 5th Year escalation % quoted in Sl. 3 of Price Bid III}}

8.21.1 Tie-Bidders:

In the event that 2 (two) or more technically qualified Bidders (the “Tie Bidders”) have submitted the lowest identical Quoted Prices, the Bidder having higher technical score shall be considered as the Preferred Bidder.

8.22 **Signing of Agreement:** Within 7 (seven) days of receipt of the signed copy of the LoA, along with the Performance Security, the Agreement shall be signed by the Preferred Bidder, failing which the Performance Security shall be appropriated by OMC. In such a case, OMC reserves the right to approach the technically qualified Bidder(s) with the next lowest Quoted Price and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of Clause 8.21. Upon signing of the Agreement, the Preferred Bidder shall be considered to be the “Successful Bidder”. The pro-

forma of the Agreement is provided in Annexure 2A hereof. Post signing of the Agreement, OMC shall issue Service Order(s) to the Successful Bidder.

- 8.23 **Performance Security:** The formula for calculating the amount of the Performance Security is indicated in the Data Sheet. The Preferred Bidder shall submit the Performance Security at Head Office, OMC upon issue of LoA within a period of 7 (seven) days. Performance Security shall be in the form of a Bank Guarantee from any Nationalized/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure 8 or in the form of demand draft from a scheduled commercial bank and payable in Bhubaneswar, Odisha. Performance Security in the form of BG should be operable for invocation at any nationalized/scheduled bank at Bhubaneswar.

The Performance Security shall remain valid for 15 (fifteen) months for each contractual year from the start of each year. Upon receiving the letter of acceptance from OMC to commence work for the next contractual year's operation, the performance security shall be recalculated for the concerned Contractual year as per the formula:

Amount = 10% of Annual Contract Value of the relevant Contractual Year

The Service Provider shall then provide the Performance Security of the revised amount within 15 (fifteen) days of the start of the relevant Contractual Year. Upon submission of the Performance Security of the revised amount and acceptance of the same by OMC, the previous Performance Security shall be returned.

The Performance Security for the final contractual year shall be released only after successful handover of the project to the successor and necessary clearances from Head IT, OMC.

- 8.24 The Successful Bidder should have an office in Odisha. In case the Successful Bidder does not have a prior office in Odisha, it has to open an office in Odisha within one month of signing of agreement with OMC. Relevant GST registration document should be submitted in this regard.
- 8.25 The Successful Bidder shall submit the Indemnity Bond in the Format as at Annexure-9 at the time of execution of agreement.
- 8.26 The Successful Bidder shall have to deploy all the Maintenance and Support Services personnel within 30 (thirty) days of issue of LoA in accordance to the provisions of this NIT.

9. Additional Instructions to Bidders

9.1 Site-visit:

- 9.1.1 Bidders may visit the sites and apprise themselves of the site conditions and its surroundings and obtain for itself, on its own responsibility, all information that may be necessary for preparing their Bids.

- 9.1.2 Bidders shall bear their own costs and make their own arrangements required for visiting the sites. OMC will only facilitate their visit.
- 9.1.3 The date of the site visit is provided in the Schedule for the Tender. Bidders who are interested to visit the site shall inform the Respective Official of DoM/Circle Offices mentioned in the Data Sheet at least 1 (one) day before scheduled date of the site visit, along with the names and contact numbers of their representatives who would be participating in the site visit.
- 9.1.4 A maximum of 4 (four) representatives from each Bidder shall be allowed to participate in the site visit.

9.2 Pre-bid meeting:

A pre-bid meeting shall be organized by OMC; the date and time of the pre-bid meeting is indicated in the Schedule for the Tender. Bidders wishing to attend the pre-bid meeting should inform OMC by email (Refer Data Sheet), along with the names and email ids of the officials/ representatives of the Bidder who would be attending the meeting, at least 1 (one) working days before the pre-bid meeting. OMC shall then send the invite for the pre-bid meeting to the email-ids that OMC would be receiving.

However, attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of two email ids of the officials/ representatives may be provided by each Bidder. All costs of the Bidder related to attending the pre-bid meeting shall be borne by the Bidder.

10.E-tendering process

- 10.1 The e-tendering process shall be held on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in). All the steps involved starting from hosting of tenders till determination of the Preferred Bidder shall be conducted online on the e-procurement portal.
- 10.2 The Bidder will have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions including commercial and general terms and conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed / accepted.
- 10.3 The Bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in support of the same in respect of eligibility criteria is found to be wrong or misleading at any stage, they will be liable to punitive action and this includes forfeiture of EMD and cancellation/termination of contract/Agreement.
- 10.4 The Bidder will submit their Techno-Commercial Bid and Price Bid on-line. The Bidders will have to upload a scanned copy of the Techno-Commercial Bid in Cover-I; the Price Bid is to be submitted in Cover-II.
- 10.5 **Procedure for bid submission and payment of Tender Document Cost and EMD**
 - 10.5.1 **Log on to e-procurement portal:** The Bidders have to log onto the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) using their digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Then the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
 - 10.5.2 **Uploading of the Techno-Commercial Bid and the Price Bid:** The Bidders have to upload the required Techno-Commercial Bid and the Price Bid, as mentioned in the tender document and in line with the Works Department office memorandum no.7885, dated 23 July 2013.
 - 10.5.3 **Payment of Tender Document Cost and EMD:** Tender Document Cost and EMD shall be paid using a single banking transaction. The Bidders have to select and submit the bank name as available in the payment options. A Bidder shall make electronic payment using his/her internet banking enabled account with designated banks or their aggregator banks. The payment gateways of the designated banks (State Bank of India/ ICICI Bank, HDFC Bank) is integrated with the e-procurement portal. A Bidder having account in other banks can make payment using NEFT/RTGS facility of designated banks. Online NEFT/RTGS payment can be done 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 interbank beneficiary.

Only those Bidders who successfully remit their EMD on 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.

- 10.5.4 **Bid submission:** 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.
- 10.5.5 System generated acknowledgement receipt for successful bid submission: System will generate an acknowledgement receipt for successful bid submission. The Bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.
- 10.5.6 **Settlement of EMD on submission of bids:** The Bank will remit the Earnest Money Deposit on cancellation of bids to respective Bidder's account as per direction received from Tender Inviting Authority through e-procurement system.
- 10.5.7 **Forfeiture of EMDs:** The forfeiture of EMD on submission of bid of defaulting Bidder may be occasioned for various reasons. In case the EMD Deposit on submission of bid is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pool Account of SPC to the registered account of the Tender Inviting Authority, i.e. OMC.
- 10.6 **Deleted Clause**
- 10.7 **Price Bid:** The price bid containing the bill of quantity will be in Excel format (or any other format) and will be uploaded by OMC during tender creation. This will be downloaded by the Bidder and will be used to quote the Price Bid, inclusive of all taxes & duties etc. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The L1 price will be decided for each item/module as stipulated in the tender. The Price Bid of the Bidders will have no conditions. The Price Bid which is incomplete and not submitted as per the instructions given shall be summarily rejected by OMC without any further reference to the Bidder.
- 10.8 **Modification of bids:** Modification of the submitted bid shall be allowed online only before the Bid Due Date. A Bidder may modify and resubmit the bid online as many times as he may wish. Bidder may withdraw only once its Bid online within the end date of Bid submission.
- 10.9 **Opening of Techno-Commercial Bids:** The Techno-Commercial Bids shall be opened as per the schedule given in the Schedule of Tender. The Techno Commercial bids (Cover-I) will be decrypted on-line and will be opened by the designated bid openers of OMC with their Digital Signature Certificates. The Techno-Commercial Bids shall be opened as per the schedule, irrespective of the number of bids received. Even in case of receipt of single bid, the Techno-Commercial Bid shall be opened for evaluation. In case no bids are received, the tender shall be automatically cancelled with approval of the competent authority of OMC.

- 10.10 **Evaluation of Techno-Commercial Bids:** The Techno-Commercial Bids shall be evaluated in terms of Clause 8.20. If required, OMC may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3 (three) days. The Bidders will get this information on their personalized dashboard under “Upload shortfall document/information” link. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD or the Tender Document Cost. No modification of the bid or any form of communication with OMC or submission of any additional documents which are not specifically asked for by OMC, will be allowed and even if submitted, they will not be considered by OMC. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the Bidder’s responsibility to check the updated status/information on their personalized dashboard at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents and in the Upload Shortfall document section of the e-procurement portal within the specified period and no additional time will be allowed for submission of the clarifications/ documents. In case of any failure of the Bidder to submit the requisite documents within the allowed timeframe, OMC shall proceed to evaluate its Techno-Commercial Bid without any further reference to the Bidder.
- 10.11 Based on the evaluation of the Techno-Commercials Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded, along with the date and time of opening of Price bid in the portal and such Bidders shall also be informed through system generated e-mail and SMS alert. The Price Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of OMC with their Digital Signature Certificates. The Bidders may view the price bid opening online remotely on their personalized dashboard under the link “Bid Opening (Live)” and can see the Price Bid /BOQ submitted by all shortlisted Bidders.
- 10.12 A comparative statement of the Price Bids shall be generated by the e-procurement system. The same shall be downloaded and will be signed by the officers of OMC opening the Price Bids and submitted to the competent authority of OMC for approval and further necessary action. The comparative statement shall also be visible to the participating Bidders whose Price Bids were opened. In case of tie bids, the same shall be dealt with in terms of Clause 8.21.1.
- 10.13 Upon approval and completion of the due process of OMC, the Preferred Bidder shall be issued the LoA in terms of Clause 8.21. The LoA shall be sent through registered/ speed post to the office address of the Preferred Bidder; a scanned copy of the Agreement/Service Order shall also be uploaded on the e-procurement portal.

Annexure 1 : General Conditions of Contract-Services

1. Definitions

In the interpretation of the Contract and the general and special conditions governing it, unless the context otherwise requires:

- 1.1. "Contract Price" or "Contract Value" shall mean the price payable to the Service Provider under the Service Order / Agreement for the full and proper performance of his contractual obligations;
- 1.2. "Service Order" or "Contract" or "Agreement" shall mean the Service Order / Agreement and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto;
- 1.3. "Site" shall mean the place or places named in the Service Order / Agreement or such other place or places at which any work has to be carried out as may be approved by the OMC;
- 1.4. "Service Provider" or "Contractor" shall mean the person, firm or company with whom the Service Order / Agreement is placed and shall be deemed to include the supplier in successors (approved by OMC) representatives, heirs, executors, administrators and permitted assignee as the case may be;
- 1.5. "Services" means the services specified in the Service Order which the Service Provider has agreed to supply under Service Order / Agreement;

2. Scope of Services

- 2.1. Scope of Services shall be as defined in the Special Conditions of Contract and Annexure thereto.

3. Instructions, Direction & Correspondence

- A) All instructions and orders to Service Provider shall, excepting what is herein provided, be given by OMC.
- B) All the work shall be carried out under the direction of and to the satisfaction of OMC.
- C) All communications including technical/commercial clarifications and/or comments shall be addressed to DoM/OMC shall always bear reference to the Service Order / Agreement.
- D) Invoices for payment against Service Order / Agreement shall be addressed to DoM.

- E) The Service Order / Agreement number shall be shown on all challans / invoices, communications, packing lists, containers and bills of lading, (as applicable) etc.

4. Service Order / Agreement Obligations

- 4.1. If after award of the LoA, the Service Provider does not acknowledge the receipt of award or fails to furnish the Performance Security within the prescribed time limit (as the case maybe), the OMC reserves the right to cancel the LoA and forfeit the EMD.
- 4.2. Once a Service Order / Agreement is confirmed and signed, the terms and conditions contained therein shall take precedence over the Service Provider's bid and all previous correspondence.
- 4.3. The Service Order/ Agreement shall, in all respects, deemed to be and shall construe and operate as an Indian Contract in conformity with the Indian Laws.

5. Modification in Service Order / Agreement

- 5.1. All modifications leading to changes in the Service Order / Agreement with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by OMC by issuing amendment to the Service Order / Agreement. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of Service Order / Agreement in any manner except to the extent mutually agreed through a modification of Service Order / Agreement.
- 5.2. OMC shall not be bound by any printed conditions or provisions in the Service Provider's Bid Forms or acknowledgment of Service Order / Agreement, invoices and other documents which purport to impose any conditions at variance with or supplemental to Service Order / Agreement.

6. Use of Service Order / Agreement Documents & Information

- 6.1. The Service Provider shall not, without OMC's prior written consent, disclose any approved plan, drawing, pattern, sample or information furnished by or on behalf of the DoM/OMC in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Service Order / Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

- 6.2. The Service Provider shall not, without DoM/OMC's prior written consent, make use of any document or information enumerated in Clause 6.1 except for purpose of performing the Service Order / Agreement.

7. Performance Security

- 7.1. The Service Provider shall furnish Performance Security as per the terms and conditions provided in the Notice Inviting Tender.
- 7.2. The Performance Security 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 undertaking the work after issuance of LoA, or
 - If the Service Provider abandons the work before its completion, or during its extended period
 - If the work performed by the Service Provider is not as per the Agreement, or
 - On breach of Service Order / Agreement by the Service Provider
- 7.3. The proceeds of Performance Security shall be forfeited and appropriated by OMC as compensation for any loss resulting from the Service Provider's failure to complete his obligations under the Service Order / Agreement without prejudice to any of the rights or remedies OMC may be entitled to as per terms and conditions of Service Order / Agreement.
- 7.4. Performance Security shall be extended by the Service Provider in the event of delay in completion of work, as defined in the Service Order / Agreement 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 Service Order / Agreement, whichever is later.

8. Delivery & Documents

- 8.1. Delivery of the Services shall be made by the Service Provider in accordance with terms specified in the Special Conditions of Contract.
- 8.2. The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of OMC. Any request concerning delay will be null and void unless accepted by OMC.

9. Terms of Payment

- 9.1. Details about the method of payment, payment terms, billings, place of payment, etc. under this Service Order / Agreement shall be specified in the Special Conditions of Contract.
- 9.2. All payments shall be made in INR only and shall be made directly to the bank account of the Service Provider.
- 9.3. No advance shall be paid and no letter of credit shall be issued.
- 9.4. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.
- 9.5. No interest charges for delay in payments, if any, shall be payable by OMC.
- 9.6. Defective bills shall be returned to the Service Provider within 7 (seven) working days. No payment shall be made on defective/incomplete bills.

10. Subcontracting /out-sourcing/ sub-letting/ Assignment

- 10.1. The Service Provider is not allowed to subcontract, outsource, sub-let or assign the contract and scope of services, either partly or wholly, without the written approval of the designated official from OMC side for the services for which such subletting is sought. However, the OMC management reserves the full right to refuse any such approval to the Service Provider without being bound to provide any reason or rationale for such decision.
Provided, nevertheless, that any such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Service Order / Agreement.

11. Cancellation of Service Order / Agreement

- 11.1. If the Service Provider fails to fulfil the terms and conditions of the Service Order / Agreement which are spelt out in the Tender Document, OMC shall have the right to terminate the Service Order / Agreement and award the total or balance work (if any) to any other Service Provider at the risk and cost of the said Service Provider after giving 30 days' notice to the Service Provider as to why the said work shall not be awarded to another entity at his risk and cost. Further it could be terminated by OMC if:
 - i) There is a force-majeure situation
 - ii) Service Provider has given false declaration or document including affidavit,
 - iii) Due to conflict of interest between OMC & Service Provider during the Service Order / Agreement execution,

- iv) The Service Provider defaults in proceeding with the work as per the milestones and/or in complying with any of the terms and conditions, stipulated in the Service Order / Agreement,
- v) The Service Provider or firm or any of the partner represented by the Service Provider, in the subject Service Order / Agreement is adjudged as Insolvent by the concerned authority and further if the contractor entity has been wound up and dissolved,
- vi) The Service Provider assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Competent Authority,
- vii) The Service Provider offers to give or agrees to give gift or any other consideration tangible or intangible, as inducement or reward for seeking or offering benefits in the Service Order / Agreement as the case may be,
- viii) A court order or an order of a competent statutory forum is received in respect of the Service under consideration of the Service Order / Agreement.

Termination of the agreement shall not relieve the Service Provider of any obligations which expressly or by necessary implication survives termination. Except as otherwise provided in any provisions of the agreement expressly limiting the liability of the Service Provider, shall not relieve the Service Provider of any obligations or liability for loss or damage to OMC/DoM arising out of or caused by acts or omissions of the Service Provider prior to the effective date of termination or arising out of such termination. Even if Service Order / Agreement is terminated/abandoned prematurely, OMC reserves the right to deduct/impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. OMC reserves the right to appropriate the Performance Security, as a genuine pre-estimated damage suffered by DoM/OMC for the non-performance by the Service Provider. OMC may also impose further penalties on the Service Provider such as holidaying/banning/blacklisting for a specific period of time. In all such cases, the decision of OMC shall be final. This notice shall be in accordance with Clause 11.1.

12. Right to risk for procurement

If the Service Provider fails to fulfill the terms and conditions of the Service Order / Agreement, DoM shall have the right to procure the services from any other party for the execution/ completion of the scope of services under the Service Order / Agreement and recover from the Service Provider all charges/expenses/losses/damages suffered by DoM, at the risk and cost of the Service Provider, after giving 15 (fifteen) days of notice to the Service Provider. This will be without prejudice to the rights of DoM for any other action including termination of the Service Order / Agreement.

13. Force Majeure

- 13.1. "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 Service Order / Agreement.
- 13.2. 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 the details of the Force Majeure Event.
- 13.3. If the Affected Party is rendered wholly or partially incapable of performing any of its obligations under this Service Order / 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.
- 13.4. 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 NIT, the parties may mutually decide to terminate the Service Order / Agreement or continue the Service Order / Agreement on mutually agreed revised terms.

14. Dispute Resolution

- 14.1. Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this tender or the Service Order / Agreement (including its interpretation) between OMC and the Service Provider, 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 Service Provider 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 the Parties. The provisions of Arbitration &

Conciliation Act, 1996 as amended from time to time, shall have no application to the present work.

- 14.2. Governing law and jurisdiction: This Service Order / Agreement shall be construed and interpreted in accordance with and governed by the laws of State and Central Government in force in India. The Courts at Bhubaneswar shall have exclusive jurisdiction over all matters arising out of or relating to this Service Order / Agreement.

15. Governing Language

The Service Order / Agreement shall be written in English language as specified by the OMC in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Service Order / Agreement which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

16. Notices

Any notice given by one party to the other pursuant to the Service Order / Agreement shall be sent in writing or by email. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

17. Permits & Certificates

- 17.1. Service Provider shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and Service Provider further agrees to hold OMC harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.

18. General

- 18.1. The Service Provider shall be deemed to have carefully examined all Service Order / Agreement documents to its entire satisfaction. Any lack of information shall not in any way relieve the Service Provider of his responsibility to fulfill his obligation under the Service Order / Agreement documents.
- 18.2. The General Conditions of Contract (GCC)-Services shall apply to the extent that they are not superseded by provisions of other parts of the Special Conditions of Contract.

18.3. Losses due to non-compliance of Instructions

Losses or damages occurring to the OMC owing to the Service Provider's failure to adhere to any of the instructions given by the OMC in connection with the contract execution shall be recoverable from him.

18.4. Recovery of sums due

All costs, damages or expenses which the OMC may have paid, for which under the Service Order / Agreement, the Service Provider is liable, may be recovered by the OMC (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Service Provider under this Service Order / Agreement or other Service Orders / Agreements and/or may be recovered by action at law or otherwise. If the same due to the Service Provider be not sufficient to recover the recoverable amount, the Service Provider shall pay to the OMC, on demand, the balance amount.

19. Liability and Indemnity

19.1. 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 of any of its obligations under the Service Order / 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 Service Order / 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 of any of its obligations under this Service Order / 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 Service Order / 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 Service Order / Agreement 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 Service Provider 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 Service Provider shall be liable to OMC to pay compensation to the full extent of damage / loss and undertake to pay the same.

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

20. Blacklisting

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

- i) If the 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 the tender

21. Insurance

- 21.1. The Service Provider will obtain an insurance policy covering all risks, damages, loss etc. for all manpower deployed by him. The insurance cover in favour of employer shall be from the start date to the end of Defect Liability Period. Insurance shall cover the following.
- I. loss of or damage to the works, plant and materials
 - II. loss of or damage to Equipment
 - III. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract and
 - IV. personal injury or death

- 21.2. Policies and certificates for insurance shall be delivered by the Service Provider to the Officer-in-Charge/ Head of Department or his nominee for the approval before the start date of the Contract. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the incurred loss or damage.

22. Statutory and Legal requirements

- 22.1. The Service Provider shall comply with all the statutory and legal requirements and requirements for obtaining license under the Contract Labour (Regulation and Abolition) Act 1970 and shall bear all necessary expenses in this regard.
- 22.2. The Service Provider shall abide by the applicable statutory provisions on minimum wages, payment of wages, EPF, ESI, gratuity, retrenchment, leave and leave encashment, health care and compensation to its employees and workmen.
- 22.3. The Service Provider shall not take any action in relation to handling of its personnel which may adversely affect the existing labour relations of OMC. The Service Provider has to maintain close liaison and cordial relations with the local people and the unions.

23. Compliances to policies and standards adopted or to be adopted by DoM

The Service Provider shall abide by and ensure compliance with all the applicable Government policies and standards that is adopted or will be adopted time to time throughout the contract period.

24. Safety

- 24.1. The Service Provider shall comply with all the stipulations and requirements of DGMS as well as with other applicable laws concerning mine safety and as applicable and relevant to its scope of services. The Service Provider shall at all times be responsible to carry out all operations as per the extant applicable laws. The Service Provider shall also be responsible for complying with the statutory obligations of the state Pollution Control Board and other environmental and safety regulations. The Service Provider shall ensure that its operations creates no hazards or disturbance for the surrounding inhabitants and areas.
- 24.2. OMC may from time to time audit the safety practices employed by the Service Provider and the Service Provider shall comply with the recommendations/ directions made by OMC as a result of such audit.

- 24.3. During the course of the contract period, if any accident occurs whether major or minor in which the Service Provider or its employees are involved or are responsible, the Service Provider shall immediately inform OMC without any delay.

Annexure 2: Special Conditions of Contract

1. General

These Special Conditions of Contract delete, amend or add to the clauses in the General Conditions of Contract. In the event of an inconsistency, these Special Conditions of Contract shall take precedence over the General Conditions of Contract to the extent of that inconsistency.

2. Scope of work, service requirements including technical parameters

2.1. Purpose/ Objectives of the Assignment:

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 Appendix-B 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 weighbridge 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 APPENDIX-B. 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 Clause 2.3, APPENDIX-D & E. 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 service provider 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 service provider 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 APPENDIX-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 Service Provider 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.

2.2. Detailed Scope of Work

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

- I. Application & Server Management
- II. Desktop & Laptop Management
- III. Computers & Peripherals Management.
- IV. LAN & WAN Management
- V. Internet & Web Management
- VI. Third party Vendor Management.
- VII. Help Desk Management & Infrastructure Monitoring.
- VIII. Ticket Logging Tool/Application.

2.2.1. Application & Server Management

The detailed scope of services to be provided for Application & Server Management shall be the following:

- Administration, User support and troubleshooting for the Windows Terminal Server / Remote Desktop Management Software
- Antivirus Server/ Firewall administration.

- Windows based server across DoM/DDM/M.O Offices and weighbridge & Circle Offices administration and monitoring
- In case of any problem/crash/hardware failure, the agency will be responsible to get the server to its running condition with all configuration and applications as it was running before.

2.2.2. Desktop and Laptop Management

- All type of Hardware, software, application support for all Desktop, Laptop, iPad and other IT device issued to user for official use across DoM.
- Software support like Acrobat reader, Microsoft Office (MS Outlook, MS Excel, Word, PowerPoint, Access), AV client, Operating systems and other desktop software.
- Configuring and troubleshooting the browser for proxy settings
- Patch Management, Antivirus Management
- Problems pertaining to Laptops.
- E-mail support using MS-outlook client
- Scheduled User backup configuration, Monitoring and restore from backup if required

2.2.3. Computer & Peripherals Management

- Preventive Maintenance of Computer & Peripherals including mechanical components
- On-line & Off-line UPS of various capacity across DoM/DDM/M.O Offices and weighbridge & Circle Offices.
- On-line printing support
- Printer, Scanner and other peripherals installation, Preventive Maintenance, all type of issue resolution

2.2.4. LAN Management

- Local Area Network Trouble shooting, operation and maintenance
- Installation. Maintenance, Extension and shifting of LAN connection
- Installation, Configuration, Troubleshooting and management of wireless LAN equipment

2.2.5. Internet and Web Management

- Handling, trouble-shooting of software and hardware related problems of the internet system and other associated equipment including operation and installation of software for the internet and web services.
- Monitoring of internet usage against spam and unauthorized access,
- Internet Access trouble shooting and vendor co-ordination.
- Configuring and troubleshooting mail client for accessing mails.
- E-mail and messaging

2.2.6. Third party vendor management

The agency needs to liaison with existing service providers such as BSNL, HP, CISCO, Microsoft, D-Link, HCL Info system, Emerson, Fortuna, Power supply agencies, other cloud service providers etc. for obtaining support for application and equipment covered under AMC or warranty. After expiry of warranty or AMC, the equipment are to be maintained by the agency primarily back to back with OEM as part of the facility management.

2.2.7. 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
- The vendor shall deploy necessary software (licensed version) for the above monitoring & call logging work.

2.2.8. Ticket Logging Application

The Selected Vendor shall provide a well-organized call log software system for logging hardware or software issues by users, where MIS reports can be accessed by DoM Authorized personnel.

2.3. Service Level Agreement

- 2.3.1. SLA defines the terms of the successful bidder's responsibility in ensuring the performance of the network based on the agreed performance indicators as detailed in the agreement. Successful bidder has to co-ordinate with all concerned stake holders, OEMs, ISPs etc. and get the complaint closed and also has to produce documentary evidence regarding failure of Bandwidth by ISP & not by Network equipment's.
- 2.3.2. To address the failure of a device/desktop/printer, the bidder may replace with a similar one until the device is repaired to maintain the uptime.
- 2.3.3. The table below summarizes the performance indicators for the services to be offered by bidder:

SI No.	SLA Terms	Description
1	Uptime	'Uptime' refers to network backbone availability across DoM & Individual System Uptime. The details Uptime calculation is as placed below at Appendix-D and E

2	Planned Network Outage	‘Planned Network Outage’ refers to unavailability of network services due to infrastructure maintenance activities such as configuration changes, up gradation or changes to any supporting infrastructure. Details related to such planned outage shall be approved by appropriate authority and shall be notified to all the concerned stakeholder in advance. The Planned outages shall be excluded while doing SLA calculation. Normally such outages shall be carried out on Sundays or other Government holidays to the extent possible.															
3	Un-Planned Network Outage	‘Unplanned Network Outage’ refers to an instance in which no traffic can pass in or out through which users are connects to the network Backbone															
4	Not keeping manpower	If successful bidder/Selected Vendor does not deploy the required specified quantity & quality of manpower as per Tender/Agreement or a person deployed is not reporting to the duty, there would be a penalty per person per day as defined in below table and will be deducted from the Monthly payment.															
5	Severity of Incidence (Network) & Other Devices/Services	<p>The network outage, security or performance related issues impacting the network availability/performance and leading to unavailability of the services. Resolution of incidence as per below priority Levels:</p> <ul style="list-style-type: none"> • L1 Level Severity: Impacting Whole DoM & Circle Offices/ Business as a whole • L2 Level Severity: Impacting one or more Circle/HO Offices. • L3 Level Severity: Impacting one or More Endpoint devices affecting more than 5 Users/Sections. • L4 Level Severity: Impacting one or more end devices/utilities affecting less than 5 Users. Any other service request shall be by Default L4 Severity. 															
6	Incident Response and Issue Resolution timelines	<table border="1"> <thead> <tr> <th>Severity</th><th>Initial Response Time</th><th>Issue Resolution Time</th></tr> </thead> <tbody> <tr> <td>L1</td><td>30 Min</td><td>8 Hour</td></tr> <tr> <td>L2</td><td>60 Min</td><td>24 Hour</td></tr> <tr> <td>L3</td><td>120 Min</td><td>36 Hour</td></tr> <tr> <td>L4</td><td>240 Min</td><td>48 Hour</td></tr> </tbody> </table>	Severity	Initial Response Time	Issue Resolution Time	L1	30 Min	8 Hour	L2	60 Min	24 Hour	L3	120 Min	36 Hour	L4	240 Min	48 Hour
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L1	30 Min	8 Hour															
L2	60 Min	24 Hour															
L3	120 Min	36 Hour															
L4	240 Min	48 Hour															

Note: a. Incidents will be logged in the Central Helpdesk Management Application/Ticketing Application which shall be provided by the successful bidder and the successful bidder will have to resolve the incident and provide necessary updates through the Ticketing Application and co-ordinate with the stakeholders. Root Cause should be identified for all incidents.

b. For Circle locations or locations where 1 (One) resource is catering to more than 1 (One) establishments/locations as per Appendix-B, extra 48 hours shall be allowed for issue resolution/spare replacement.

2.4. Deployment of Resources and Project Manager

- 2.4.1. The Service Provider shall deploy Support Personnel at various locations mentioned in Appendix – B of SCC. These personnel shall possess the qualifications and skills as provided in Appendix – A.
- 2.4.2. The Support Engineers and to be deployed shall be responsible for ensuring proper maintenance and upkeep of servers and equipment listed in Appendix-C in accordance to the requirement enlisted in Appendix-D and Appendix-E. It shall provide the necessary supervision for all the Support Engineers deployed for this purpose.
- 2.4.3. Support Engineers will attend call from the premise on all the services mentioned in the agreement and direct the complaint to concerned personnel. They shall be available on 24 x 7 basis and shall be entirely responsible to maintain uninterrupted services.
- 2.4.4. The Project Manager shall be In-charge of overall Maintenance and Support Services and shall be responsible for the efficient rendering of the service under the contract. While working at the premises, they shall work under the directives and guidance of the Respective Official of DoM/Circle Offices.
- 2.5. **Obligations of Service Provider towards deployment of personnel deployed**
- 2.5.1. The Service Provider shall ensure that the Maintenance and Support Services personnel deployed are healthy. The Service Provider will get their antecedents; character and conduct of individual Maintenance and Support Services personnel verified by respective local police before deployment and shall produce the same. Police verification certificate of all individuals shall be submitted to OMC failing which these individuals cannot be employed as Maintenance and Support Services personnel. Any individual found unfit by the Respective Official of DoM/DDM/M.O Offices and weighbridge & Circle Offices , shall be replaced immediately (within 15 days).
- 2.5.2. The full particulars of the personnel to be deployed by the Service Provider shall be furnished to the Respective Official of DoM/Circle Offices of OMC for approval along with testimonials before they are actually deployed for the job. The selected Service Provider shall furnish OMC/DoM and/ or the authorized officers the following documents in respect of each Maintenance and Support Services personnel:
- Proof of Permanent Address
 - Proof of Temporary / Local address.
 - One pass-port size photograph.
 - Photo ID card provided by the Service Provider.
 - Any one of Aadhaar Card/Voter ID Card/Passport/Driving License along with PAN.
 - Police verification certificate.
 - Existing UAN number (If available) of each Maintenance and Support Services personnel

The Service Provider shall ensure selection of right kind of personnel as per the skill / certification requirement, in consultation with OMC.

- 2.5.3. The Service Provider shall neither deploy nor withdraw any personnel at any time without approval from concerned officials of OMC/DoM. In case of separation of any existing Maintenance and Support Services personnel due to resignation/ termination/ death or any other reason whatsoever the same needs to be substituted as per the eligibility criteria in consultation with OMC/DoM.
- 2.5.4. The Service Provider shall deploy Maintenance and Support Services personnel trained in all respects of Maintenance and Support Services work and the Service Provider shall provide necessary documentary evidence in this regard.
- 2.5.5. The Project Manager/Help Desk Coordinator shall plan periodical visits to the site to review the service performance. The feedback of such visits/reviews shall be recorded for all future references. The periodicity of such review shall be finalized by DoM. The vehicle and logistic support shall be provided by DoM.
- 2.5.6. The Service Provider shall ensure that any replacement of the personnel, as required by DoM for any reason specified or otherwise, shall be effected promptly without any additional cost to the DoM/OMC. If the Service Provider wishes to replace any of the personnel, the same shall be done with prior concurrence of the DoM at the Service Provider 's own cost.
- 2.5.7. The Service Provider shall ensure that the personnel deployed by it are disciplined and do not indulge in any activity prejudicial to the interest of the DoM. The personnel shall abide by the provisions of law. Police verification is mandatory for employment.

2.6. Accommodation:

The Service Provider shall take care of the accommodation of Maintenance and Support Services personnel that would be deployed across various location at its own cost and expense.

2.7. Medical:

The Service Provider has to provide all medical facilities to their employees at its own cost and expense.

2.8. Other Terms and Conditions:

- 2.8.1. OMC/DoM shall have the liberty to increase/decrease the number of personnel as per requirement. Service Provider will have to deploy the personnel as per the requirement within one month of notice. Such increase/decrease of manpower for any Maintenance and Support Services shall only be done after receiving intimation / confirmation from DoM/OMC. In such case, the monthly payment will be made on a pro rata basis to the Service Provider.
- 2.8.2. The successful Service Provider shall deploy its manpower within 15 (Fifteen) days signing of Agreement.

- 2.8.3. The Service Provider shall continue the existing PF UAN No of existing Maintenance and Support Services personnel in case they are continuing the deployment.
- 2.8.4. The following leave benefits extended to its employees shall be reimbursed by the OMC as in the Price Bid:
- a. Earned Leave: 1 day for every 20 days worked
 - b. National and Festival Holidays: 7 days per year
- The other statutory leaves as applicable such as Casual Leave, Sick Leave, Holiday wages, etc. shall be on the account of the Service Provider.
- 2.8.5. The Service Provider shall be responsible for payment of Minimum Wages including VDA as notified and fixed by the Office of the Chief Labour Commissioner (C), Ministry of Labour and Employment, Government of India from time to time, deposit of PF and ESI dues (where applicable) as well as payment of other Statutory dues of all the personnel deployed. The Service Provider shall give an Undertaking in this respect and payment can be released basing upon the Undertaking.
- 2.8.6. In case of any loss that might be caused to DoM due to lapse on the part of the Maintenance and Support Services personnel discharging their responsibilities, such loss will be borne by the Service Provider and in this connection, the DoM/OMC shall have the right to recover the loss including by deducting appropriate amount from the invoice of Maintenance and Support Services Service Provider to make good such loss to the DoM besides imposition of penalty. In case of frequent lapses on the part of the Maintenance and Support Services personnel deployed by the Service Provider, DoM/OMC shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever
- 2.8.7. In the event of any Maintenance and Support Services personnel being on leave (including Casual Leave & sick /absent), the Service Provider shall ensure suitable alternative arrangement to make up for such absence at this own cost (Within 5 working days). To meet such eventualities the Service Provider shall make provision for leave reserve and provide the same under intimation to DoM. If not able to deploy then deduction will be made as per penalty clause.
- 2.8.8. The Service Provider shall ensure that in the event of shortage of Maintenance and Support Services personnel on duty, the work shall be executed effectively by engaging substitute personnel at its own cost and expenses.
- 2.8.9. As and when required for augmentation of Maintenance and Support Services either on temporary/ permanent/ emergent basis, the Service Provider will provide such Maintenance and Support Services personnel under the same terms and conditions. If the Maintenance and Support Services personnel deployed by the Service Provider any time are found absent from duty or sleeping or found engaged in irregular activities, penalty shall be imposed for non-observance of the terms of contract.

- 2.8.10. The Service Provider shall submit to the DoM an attested copy of the attendance record and enclose the same with the monthly invoice. Such attendance register must be authenticated by the concerned personnel from DoM and onward forwarded to OMC for payment.
- 2.8.11. In case of non-compliance/ non-performance of the services according to the terms of the contract, the DoM/OMC shall be at liberty to make suitable deductions from the invoice without prejudice to its right under other provisions of the contract.
- 2.8.12. The Service Provider shall be solely liable for all payment/dues of the personnel employed and deployed by it. The Bidder shall fully indemnify DoM & OMC against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for non-compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/ work in premises/facility.
- 2.8.13. The decision of DoM/OMC in regard to interpretation of the Special Conditions of Contract and the Agreement shall be final and binding on the Service Provider.
- 2.8.14. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- 2.8.15. Manpower including their transport to attend the duty shall be arranged by the Service Provider.
- 2.8.16. Identity Cards shall be provided by the service provider to all the staff deployed for service.
- 2.8.17. The Service Provider shall maintain an Attendance Register of Personnel. The above register of personnel shall subject to check by the in-charge Officer DoM. Resources of service provider may give their daily attendance in any online/offline attendance system with approval of DoM.
- 2.8.18. The Service Provider shall comply with all the relevant statutory conditions and all the disputes arising out of non-compliance of relevant statutory provisions, if any, has to be dealt with by the Service Provider alone and the DoM/OMC will not be a party in such cases.
- 2.8.19. DoM shall provide storage space to the Service Provider at a suitable place inside the office campus area. The Service Provider shall ensure that all the hardware/equipment along with required consumables etc. are kept at the appropriate place, specified for the purpose, as provided by the OMC. The Service Provider shall be solely responsible for the safe custody of all hardware and accessories.
- 2.8.20. If there is any damage to the DoM property or any other financial burden on the DoM/OMC because of willful or negligent action by the Service Provider or its personnel, the DoM shall be entitled to recover the same by means of compensation from the Service Provider.
- 2.8.21. The Service Provider shall provide First Aid facilities at the workplace.
- 2.8.22. The Service Provider shall itself perform its obligations under this agreement and shall not assign or transfer or subcontract any of its rights and obligations to any third party without the prior written permission from competent authority of DoM.

- 2.8.23. DoM shall not be responsible for any damage caused to the Service Provider by natural calamities like flood, earthquake, Cyclone or any other act of god, explosion, fire and riot etc.
- 2.8.24. In case of breach of agreement by the Service Provider, OMC shall have a right of lien over all the properties of the firm lying in its premises in addition to other remedies like forfeiture of Performance Security, legal action for recovery of money and OMC shall be at liberty to terminate the agreement.
- 2.8.25. The scope provided above is indicative but not exhaustive. This does not exonerate the Service Provider from any responsibility, tasks which may be required / deemed to be essential for efficient operation of the services and any tasks that may be assigned to the Service Provider by OMC from time to time.
- 2.8.26. The consumables such as Batteries, Cartridges, Print heads and any physical damages done due to DOM fault shall be excluded from AMC.

3. Contract period

- 3.1. The selected Service Provider shall carry out the Scope of Work as per General Conditions of Contract and Special Conditions of Contract for a total period of 5 (five) years ("Contract Period") on year to year renewal basis based on the performance of the Service Provider. However, the contract may be extended by another 1 (one) year (After 5th year Completion) basing on the performance. Such renewal and extension of the contract is at the sole discretion of DoM & OMC, subject to annual assessment of the performance.
- 3.2. The Contract Period shall commence from the date of signing of the Agreement (the "Commencement Date").
- 3.3. DoM shall review the operational performance of the Service Provider after 10 months of each Contractual Year (which shall be 12 calendar months calculated from the Commencement Date). On satisfactory result of such review, DoM/OMC will issue a letter to the Service Provider for continuing the work for the subsequent Contractual Year. If the performance of the Service Provider is determined to be unsatisfactory by DoM/OMC, the Agreement may be terminated prematurely at the end of the Contractual Year for which performance of the Service Provider is reviewed.
- 3.4. If the selected Service Provider declines to undertake the work for subsequent year, the Performance Security shall be forfeited. In such case the OMC Ltd. will be free to award the balance tendered work to other Service Providers at L-1/ negotiated prices.

- 3.5. At any point of time or at the end of any year, OMC can close / rescind the awarded work without any risk and responsibility in case it is observed that work performance is poor or not in the interest of OMC.

4. Licensing requirements, statutory compliances and certifications

- 4.1. The Service Provider must be registered with the Government Labour Department and possess/hold a valid License issued by Central/State Government/concerned Department of Government of Odisha for providing Contract Labour under the Contract Labour (Regulation and Abolition) Act.

In case any other permission or Certificate is required for providing Contract Labour to the Company, the Service Provider will be required to submit the same within a month of award of the work. The Service Provider would be required to deploy Manpower/ Contract Labour as per norms prescribed under the said Act. Self-attested photo-copy of Registration with Government Labour Department and shall obtain a License under Contract Labour (R&A) Act from appropriate authorities and submit it to OMC.

5. Statutory and Legal requirements

5.1. Manpower deployment:

- 5.1.1. In respect of all manpower deployed by the Service Provider for the delivery of services to OMC, the Service Provider shall comply with all legislations and rules/ administrative instructions /advisories 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, welfare and safety measures, maintenance of registers etc. shall be deemed to be part of the contract.

- 5.1.2. The Service Provider is required to obtain a Labor License from the appropriate authority for the persons to be deployed by the bidder as provided under the prevailing contract labor(R&A) Act & submit the copy of labour license certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled.

5.2. Statutory Laws

- 5.2.1. All the 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 to do so, OMC may at its discretion ensure compliance directly on its behalf and recover the expenses including penalties from the Service Provider and/or take such action as deemed fit at its risk and cost.

- 5.2.2. In case the Service Provider fails to observe and perform and discharge its / his obligation under the applicable laws, 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.
- 5.2.3. 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 OMC and other authorities as and when required under any applicable laws
- 5.2.4. The Service Provider shall be fully responsible for his workers with regard to terms of employment / non-employment and conditions of service. 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 in OMC.
- 5.2.5. All the statutory liabilities and obligations should be taken into account while quoting of rate by the Service Provider and payment to its workers to be made accordingly.
- 5.2.6. There will be no relationship of Employer – Employee between the OMC and man-power engaged by the Service Provider under the contract. It shall be the responsibility of Service Provider to regulate the terms of engagement of the manpower without any liability whatsoever to the OMC.
- 5.2.7. The Service Provider shall make his own standing orders for the employees engaged by him & get the same approved through concerned Regional Commissioner or appropriate authorities and implement the same in conformity with provisions of industrial employment (standing orders) at 1946.

5.3. Payment against Gratuity Act, 1972 / Bonus Act, 1965 and amendments thereof

- 5.3.1. The Service Provider shall abide by the provision of the payment against Gratuity Act, 1972 / Bonus Act, Bonus Act, 1965 and amendments thereof and the rules and regulations framed there under and maintain such register and documents in the prescribed forms and produce before OMC and/or any other Authorities as per the Applicable Laws as and when required.
- 5.3.2. The Service Provider shall give an undertaking that he will discharge this liability without fail as well as furnish an indemnity bond indemnifying OMC from liabilities whatsoever.

6. Payment terms:

- 6.1. Payment will be made on monthly basis based on evaluation of performance after completion of said month on deduction of applicable penalty if any. Following documents are to be submitted at the end of each month 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 month.
 - iii. All statutory compliance challans like Wages, PF, ESI.
 - iv. Uptime reports of all equipment covered under the Maintenance and Support Services generated automatically through the monitoring software. Up-Time computation and sample table of uptime is provided in Appendix-D and Appendix-E.
 - v. DoM shall evaluate the performance & other statutory documents and based on the recommendations of DoM, OMC shall release the payment.
- 6.2. The Invoice shall be raised in the name of DoM.
- 6.3. TDS as applicable will be deducted from the monthly payment.
- 6.4. GST as applicable will be claimed by the service provider in the bill as per rule.
- 6.5. 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.
- 6.6. The payments shall be made directly to the bank account of the agency. No cash payment is allowed.
- 6.7. The Income-tax, GST and other statutory dues are required to be deducted from the invoice unless exempted by the concerned Department in favour of the Service Provider mentioning OMC's work order number and the documentary evidence of such exemption is to be submitted for availing the exemption

7. Price Revision

- 7.1.1. Service/ Administrative & Management charges as percentage of Monthly Remuneration of the professionals excluding GST: There shall be no revision in the percentage throughout the Contract Period.
- 7.1.2. Monthly Remuneration of professionals: In case of engagement of professionals from more than 12 (twelve) months, the Monthly Remuneration of such professionals shall be enhanced at the rate up to 10% (ten per cent) per annum based on performance for Sl. no 1 of Appendix-A of Annexure 2 (SCC). For Sl No 2, 3 of Appendix-A of Annexure 2 (SCC), revision shall be governed by central wages. Actual salary paid to Service professionals shall be reimbursed.
- 7.1.3. There shall be no revision in the first two years for the annual maintenance charge quoted by the service provider for the various equipment. However, there will be escalation from 3rd year

onwards as per the annual escalation percentage quoted by the bidder in the Annexure 4: Price Bid. If the contract is extended to another year after completion of the five years, the rate applicable in the 5th year shall be applicable to the 6th year as well.

8. Liquidated damages/Penalty clause:

8.1. In case of any loss/theft, concerned officer of DoM/OMC will consider the circumstances leading to the loss/theft and submit a report to OMC and for fixing responsibility and if the responsibility is fixed upon the Service Provider, the Service Provider shall make good the loss within the period specified by OMC or else deduction of the cost shall be made from the following month's invoice.

8.2. Penalty against the performance shall be applicable as per the uptime requirement and penalty clauses mentioned in Appendix-D and Appendix-E.

8.3. Liquidated Damages / Penalty Clause

Penalty shall be imposed on the Service Provider in case of any deviation as described in Appendix-D.

8.3.1. Violation of any of the terms and conditions of the contract shall lead to deduction from the total amount of invoice for the month. Such deductions, however, shall be limited to a maximum of 10% of the total amount of invoice for the month. When the maximum limit of deduction is reached, OMC at its discretion, may also terminate the contract, by issuing a notice 30 days prior to such termination

8.3.2. Liquidated damages/Penalty shall be levied with applicable GST. Invoice for such damages/penalty recovered shall be issued by OMC

9. Taxes & Duties

9.1. Indirect Taxes

A) The Service Provider agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws as applicable for the Scope of Supply in accordance with the provisions of this Service Order / Agreement. In case it is increased or decreased under any statute, rules, regulations, notifications, etc. of any Authority, the impact shall be to the account of OMC subject to submission of documentary evidence to the satisfaction of OMC.

B) In case any fresh tax is imposed by any Authority under any Applicable Law during the Contract Period, the Service Provider shall deposit the same to the appropriate

Authority which shall be reimbursed by OMC on actuals and upon submission of documents evidencing such payment.

C) Obligations relating to Goods and Services Tax (GST)

- i) The Service Provider should have registration under GST Acts
- ii) The Service Provider has to raise Invoice as required under section 31 of the GST Act and relevant Rules made there under.
- iii) The Invoice should contain the following particulars as required under Rule 46 of CGST Rules;
 - a. Name, address and Goods and Services Tax Identification Number of the Supplier;
 - b. 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 symbolised as “-” and “/” respectively, and any combination thereof, unique for a financial year;
 - c. Date of its issue;
 - d. Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
 - e. Harmonised System of Nomenclature code for goods or SAC code for services;
 - f. Description of goods or services;
 - g. Quantity in case of goods and unit or Unique Quantity Code thereof;
 - h. Total value of supply of goods or services or both;
 - i. Taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
 - j. Rate of tax (Central tax, State tax, integrated tax, Union territory tax or Cess);
 - k. Amount of tax charged in respect of taxable goods or services (Central tax, State tax, integrated tax, Union territory tax or Cess);
 - l. 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;
 - m. Address of delivery where the same is different from the place of supply;
 - n. Whether the tax is payable on reverse charge basis; and
 - o. Signature or digital signature of the supplier or his authorized representative.
- iv) The Service Provider should file the GST Returns as required in the GST Acts, and details of Invoice submitted to OMC and GST amount charged thereon should

reflect in Form GSTR-2A within a reasonable time, so as to make OMC enable to take Input Tax Credit (ITC) of the GST amount paid against those Bills.

- v) If due to any reason attributable to the Service Provider, Input credit of the GST amount paid on Invoices raised by the Service Provider is not available to OMC/denied by the dept. then the same will be recovered from the payments of the Service Provider or the Service Provider has to deposit an equivalent amount.
- vi) The Service Provider has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
- vii) The Service Provider will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.
- viii) The Service Provider hereby undertakes to indemnify OMC, from any liabilities arising in future due to noncompliance by the Service Provider of the GST Acts, Rules and any other Acts currently in force and applicable to the Service Provider in relation to the job assigned to the Service Provider by OMC.

9.2. Direct Taxes

TDS as applicable shall be deducted under Income Tax Act,1961 and certificate of deduction shall be provided by OMC to the Service Provider in accordance with the provisions of Income Tax Act,1961.

Appendix - A: Onsite Resources details with Qualification & Experience

#	Position	Qty.	Minimum Experience	Minimum Qualifications	Minimum Monthly Salary (in INR)
1	Project Manager	1	6 years or above Experience in Network, Server and Desktop & in IT Project Management.	MCA/BE/MSc.(IT) with MCSE/CCNA/CCNP experience	35,000
2	Support Engineer /Site Coordinator Cum Helpdesk Executive	2	4 Years or above Experience in System/Desktop & NW support	MCA/BE/Graduate with experience in IT Helpdesk Support & Client Coordination	24,226.28**
3	Support Assistant	8	2 Years or above Experience in System/Desktop & NW support	Graduate/ Diploma with experience in Hardware & Networking	20,792.72**

1. Resources will be selected based on a client interview by DoM/OMC.
2. The agency must engage additional number of support persons as and when necessary, based on written request from OMC.
3. In case any of the resources deployed at DoM needs to be replaced due to resignation /termination of employment contract, the same shall be done with a 30-days written notice period to DoM. In such a case, the replacement shall be done with a specialist having equivalent or higher experience within 7 working days.
4. The resource deployment at DoM will be as per Appendix-B. However, before deployment of resources, the agency shall submit the resume of all the resources having adequate experience and qualification and certified by the agency as to be technically competent for handling the assigned responsibilities. OMC/DoM may carry out a client interview and confirm the competency of the resource. OMC/DoM reserves the right to select or reject any/all of the resources proposed by the agency for deployment.

****The below table shall be referred for monthly minimum salary which shall be paid to the deployed manpower:**

****The below table shall be referred for monthly minimum salary which shall be paid to the deployed manpower:**

# (a)	Description (b)	Support Assistant (Rs.) (c)	Sr. Support Asst / Site Coordinator Cum Helpdesk Executive Highly –Skilled (Rs.) (d)	Project Manager (e)	Grand Total (in Rs.) (f)
1	Basic Wages per day	523	610		
2	VDA per day	131	152		
3	Total per day (Basic + VDA)	654	762		
4	EPF, EDLI & Admn. Charges @ 13.00 of SL No. 3 above or as stipulated by Govt. of India from time to time.	85.02	99.06		
5	ESI wherever applicable @ 3.25% of SL No. 3 above.	21.26	24.77		
6	Leave/Holidays Salary @ 6.03 % of SL No-3 above, if applicable.	39.44	45.95		
7	Total cost/ head/ day	799.72	931.78		
8	Total cost/ head per month (26 days)	20,792.72	24,226.28	35,000	Total Per month Salary
9	Total Manpower Cost	20,792.72 x --- 8	24,226.28 x --- 2	35,000 x 1	2,46,361

Note:

- i. Retention amount @ 6.03% of basic wages (Basic + VDA) will be retained from the monthly invoices towards liability on Leave/ Holiday wages.
(However, this shall be released annually after meeting the concerned liability/loss, if any, and submission of proper documentary evidence at concerned RO/HO level)
- ii. Basic wages indicated above are as per rates effective w.e.f. 01.10.2021
- iii. In addition to the above, GST will be charged on gross monthly billing as per the provisions applicable of GST Act.
- iv. Applicable Income Tax and GST shall be deducted at source.
- v. OMC shall pay consolidated monthly payments. The Service Provider shall be responsible for compliance of all applicable statutory rules and regulations.
- vi. Also, For any other personnel that may be engaged, as mentioned in Appendix A of SCC, the wages / remuneration and applicable service charge shall be fixed by OMC.

Appendix – B: Resource Deployment

LOCATION DETAILS OF DIRECTORATE OF MINES & LIST OF 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	Keonjhar Town, 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

*The Resource Deployment Quantity & place of posting may vary during the contact period.

Appendix – C: List of IT infrastructure in DoM & Circle Offices

Details of IT Assets in Directorate & Circle Mining Offices.

Sl No.	Name of Circle	CPU & Monitor	AIO	Printer	Colour Printer	Copier	UPS	Online UPS	Scanner	Laptop	Fax	Server	Blade Server Chasis	Blade Switch	FC Host Bus Adapter	Projector	LED TV
1	DM(O)	94	3	44	4	22	72	2	10	18	2	17	2	1	6	2	5
2	DDM, Joda	15	0	15	0	2	8	1	1	13	0	0	0	0	0	0	0
3	DDM, Koira	15	0	7	0	2	14	0	1	11	0	0	0	0	0	0	0
4	DDM, Rourkela	17	0	8	0	2	17	0	1	7	0	0	0	0	0	0	0
5	DDM, JK Road	12	0	5	0	1	11	0	2	9	0	0	0	0	0	0	0
6	DDM, Sambalpur	11	0	7	0	0	12	0	1	5	0	0	0	0	0	0	0
7	DDM, Talcher	13	0	8	0	0	12	0	1	7	0	0	0	0	0	0	0
8	DDM, Koraput	8	0	9	0	0	10	0	3	4	1	0	0	0	0	0	0
9	MO, Keonjhar	7	0	5	0	0	3	0	1	4	0	0	0	0	0	0	0
10	MO, Baripada	9	0	5	0	1	7	0	1	4	0	0	0	0	0	0	0
11	MO, Cuttack	10	0	4	0	1	10	0	1	4	0	0	0	0	0	0	0
12	MO, Berhampur	9	0	6	0	1	8	0	1	3	0	0	0	0	0	0	0
13	MO, Bhawanipatna	7	0	5	0	0	8	0	1	3	1	0	0	0	0	0	0
14	MO, Balangir	5	0	5	0	0	5	0	2	3	0	0	0	0	0	0	0
15	MO, Phulbani	3	0	2	0	1	3	0	1	1	0	0	0	0	0	0	0
16	Total	235	3	135	4	33	200	3	28	96	4	17	2	1	6	2	5

Appendix – D: Requirement of up-time, service availability and penalty for different equipment/ system

Severity	Issue Resolution Time	Penalty if Resolution time is Breached.
L1	8 Hour	300/ Hour
L2	16 Hour	200/ Hour
L3	36 Hour	100/ Hour
L4	48 Hour	100/ Day

Appropriate Penalties will be recovered from the monthly payment if successful bidder is not able to achieve required Service levels as mentioned below:

Uptime Requirement of Different Systems & Penalties

#	System	Uptime in %	
1	Availability/Uptime of End Points like Desktops, Laptops , Network Switches/ Routers/Servers & Application & Helpdesk Monitoring System Etc.	98%	98.00% or Better= NIL 97.00 to 97.99% = 1% of MP towards AMC 96.00 to 96.99% = 5% of MP towards AMC 95 to 95.99 % = 10% of MP towards AMC
2	LAN at DoM & Circle Offices	98%	98.00% or Better= NIL 97.00 to 97.99% = 1% of MP towards AMC 96.00 to 96.99% = 5% of MP towards AMC 95 to 95.99 % = 10% of MP towards AMC
3	Not keeping required Manpower	As per SLA	Rs. 1000/- Per Day.

“MP:- Monthly Payment”

NB: The average uptime Below 95% shall not be accepted and may lead to cancellation of Contract.

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

Appendix - E: Uptime and Availability Computation & illustration

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

Where MTBF = Mean Time between Failures, MTTR = Mean Time to Repair

Availability (%)	Down time per year
98	7.30 days
97	10.95 days
96	14.6 days
95	18.25 days

Note:

- Any planned downtime shall be excluded from Up-time/SLA calculation.
- Assets which are under warranty and if delayed due to respective OEM's fault or any delay on account of DoM shall be excluded from SLA.
- Faults for which replacement assets provided to continue to business shall also be excluded from SLA

Definition with illustration for calculation of Uptime

MTTR formula is the total unplanned maintenance time divided by the total number of repairs (failures). MTTR is most commonly represented in hours.

$$\text{Total unplanned maintenance time} / \text{Total number of repairs} = \text{MTTR}$$

An example could involve a Network Switch that experiences 5 outages in a 30-day period. The outage times (time of detection to time the asset is back to production) are 24, 51, 79, 56 and 12 minutes. The MTTR for this 30-day period is 44 minutes. That is the average time between the detection of the issue to the recovery of the asset.

$$\text{MTBF} = \text{Total uptime} / \# \text{ of Breakdowns}$$

MTBF analysis helps maintenance departments strategize on how to reduce the time between failures. Together, MTBF and MTTR determine uptime. To calculate a system's uptime with these two metrics, use the following formula:

$$\text{Uptime} = \text{MTBF} / (\text{MTBF} + \text{MTTR})$$

Consider the following scenario: Your system is supposed to be up and running 711 hours in a month considering 97% uptime, but it wasn't working for 70 of those hours. It's only been available for 641 hours, and a total of one failure occurred in this month. Using above uptime formula, we'll first calculate MTBF by taking $711 - 70 / 1 = 641$. Next, we'll calculate MTTR by taking $70 / 1 = 70$ Hours. So, to calculate uptime, the formula would be like this:

$$\text{Uptime} = \text{MTBF} / (\text{MTBF} + \text{MTTR})$$

$$\text{Uptime} = 641 / (641 + 70) = 0.90 \text{ (90\%)}$$

**This is uptime of an individual desktop which is 90% in that particular month against the required uptime of 97%. If total 100 desktops are deployed, then the average uptime of all the 100 desktops shall be calculated and accordingly penalty if any shall be derived.*

Annexure 2A: Proforma of the Agreement

Ref: [•]

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

BETWEEN

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

The Directorate of Mines, Govt. of Odisha, hereinafter, for short, DOM, having its office at Head of Building, Bhubaneswar, Odisha; herein referred to as “DOM” which expression shall, unless it be repugnant to the meaning and context, be deemed to include its successors and permitted assigns;

AND

M/s. [•], a company incorporated under the provisions of the Companies Act, 1956/2013 or a registered partnership firm under the provisions of the Indian Partnership Act, 1932 or a LLP firm registered under LLP Act, 2008 and having its registered office at [•] (hereinafter referred to as the “Service Provider” 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 Service Provider, in the ordinary course of its business, is engaged in providing Maintenance and Support Services to its clients, and have represented to OMC through their bid(s), against NIT No. [•] dated [•] (hereinafter called the “Tender”) for Engagement of an Agency to provide Maintenance and Support Services and Support Services in OMC (through e-tendering);
- ii) on the basis of the said Tender, OMC has adjudged the Service Provider as a successful Bidder and issued Letter of Award (LoA) No. [•] dated [•] for the same;
- iii) the Service Provider has agreed through their letter of acknowledgement vide letter No. [•] dated [•] to perform and undertake the scope of work as described in the Tender;
- iv) the Service Provider is being engaged to provide the required services for a period of 5 (five) years on the terms and conditions set forth in this contract;

NOW THEREFORE THE PARTIES hereby agree as follows:

1. The mutual rights and obligations of the Service Provider and OMC shall be as set forth in this contract, in particular:
 - (a) The Service Provider shall provide out the services in accordance with the provisions of this contract; and
 - (b) OMC shall make payments to the Service Provider in accordance with the provisions of this contract.
1. Conditions of Contract
 - (a) Contract Period: <include relevant clauses from SCC>
 - (b) Payment Terms: <include details related to the final quoted /negotiated prices>
 - (c) 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
 - (d) 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
 - (e) All the terms and conditions as per the NIT No. [•] dated [•] (including the General Conditions of Contract and Special Conditions of Contract) 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
(Authorized Representative)
Name:
Designation:
Odisha Mining Corporation
OMC House, Bhubaneswar-751001

For and on behalf of M/s.
(Authorized Signatory)
Name:
Designation:
Name of the Service Provider:
Address:

In presence of the following witnesses

Name:

Name:

Designation:
Odisha Mining Corporation
OMC House, Bhubaneswar-751001

Designation:
Name of the Service Provider:
Address:

Annexure 3: Format for Power of Attorney

(to be executed on INR 100 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/e-Proc/CMC/59/2022 dated 10.01.2022 published by Odisha Mining Corporation Limited for Engagement of an Agency to provide Maintenance and Support Services and Support Services in OMC, including but not limited to signing and submission of all applications, bids and other documents and 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 20[•].

For

Witnesses

.....
(Signature, name, designation and address)

1.

2.

Accepted

(Signature)
(Name, Title and Address of the Attorney)

Annexure 4: Price Bid Format *(The price bid mentioned below is indicative only. The actual price bid is available in e-procurement portal (tenderodisha.gov.in). The bidders are requested to download the same & quote accordingly.)*

PRICE BID FORMAT- PART I

#	Support Area	UoM	Quantity	% in Figures to be quoted	% in words to be quoted
(a)	(b)		(c)	(d)	
1.	Service/ Administrative & Management charge as % on monthly remuneration of professionals excluding GST to be deployed by the agency as mentioned in Appendix-A of Annexure 2 (SCC)	%	1		

*The bidder has to provide a Ticket Logging Tool/application on its own for logging tickets. If such application is not available with bidder and cost if any towards such ticketing tool may be included in the cost in above table. The cost of travelling for remote sites (Multiple sites where one Support Personnel) also to be included here.

PRICE BID FORMAT- PART II

Equipment/Hardware AMC Support:

Sl. No.	Equipment Type	Quantity*	Annual Unit Support Price of equipment	Total Amount per annum in INR
(a)	(b)	(c)	(d)	(e)
1	DESKTOP (CPU & Monitor)	235		
2	Printer(Color)	4		
3	Printer(b/w)	135		

4	Copier	33		
5	Online UPS	3		
6	UPS	200		
7	Scanner	28		
8	Laptop	96		
9	Fax	4		
10	Server	17		
11	Blade Server Chasis	2		
12	FC Host BUS Adaptor	6		
13	24 Port/8Port switch(Unmanaged)	12		
14	Projector	2		
15	Wi-fi Access point	6		
16	LCD/LED TV	5		
17	All in One Desktops	3		

*The Asset Quantity Mentioned above is tentative only. The bidders are requested to make necessary due diligence before participating in the bids. The agency shall submit the list of assets addition/deletion at the beginning of each year of AMC. DoM shall verify the list of assets addition/deletion at the beginning of each year of AMC and submit to OMC. GST shall be extra.

PRICE BID FORMAT- PART III

Annual Escalation on AMC of Assets

#	Description	%
(a)	(b)	(c)
1.	Third (3 rd) Year Escalation on the Total Annual Maintenance Cost (Part II)	
2.	Fourth (4 th) Year Escalation on the Total Annual Maintenance Cost (Part II)	

3.	Fifth (5 th) Year Escalation on the Total Annual Maintenance Cost (Part II)	
----	---	--

NB: The Cost of AMC shall remain fixed for 1st Year and 2nd Year. For 3rd, 4th and 5th year, the agency may quote as per above table.

Note: The technically qualified L1 (Refer Clause No 8.19) will be decided after computing the least price Total Annual Amount of Price Bid Part I, Part II and Part III as illustrated in Clause No. 8.20. **Opening and Evaluation of Price Bids**

Annexure 5 : Declaration by the Bidder

(to be executed on INR 100 non judicial stamp paper and to be duly notarized)

Date: _____

Sub: Tender No. _____

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 6: Checklist for the Techno-Commercial Bid

(to be enclosed with the Techno-Commercial Bid)

1. Name of the Bidder, Postal address & Registered Office:
2. Type of organization:
3. Contact name & designation of the Authorized Signatory of the Bidder & contact number:
4. Official email, phone, fax:
5. Official website:

Sl. No.	Qualification Requirement	Complied	Documents
1	Bidder's Experience – Documents in support of meeting Technical Criteria and Financial Criteria (Refer Clause 8.15.1)		
2	Incorporation related documents (Ref: Clause 8.15.1)		
3	Tax related documents (Ref: Clause 8.15.1)		
4	Declaration by the Bidder - Annexure 5		
5	Proof of payment of Tender Document Cost		
6	Proof of payment of EMD/ documents related- to exemption from the same		
7	Power of Attorney - Annexure 3		
8	Signed copy of check list with seal - Annexure 6		
9	Bank details – Annexure 7		
10	Annexure – 9		

Date

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 7: Mandate Form - on the letterhead of the Bidder

To

Odisha Mining Corporation Limited

OMC House, Post Box No. – 34, Unit 5, Bhubaneswar

Odisha – 751001

Sub: Mandate for payment through electronic mode i.e. EFT/NEFT/RTGS

Dear Sir,

We are hereby giving our consent to get all our payments due from Odisha Mining Corporation Ltd. through electronic mode i.e. EFT/NEFT/RTGS. We also agree to bear all the bank charges payable in this regard.

(Please furnish the information in capital letter)

1. Name of the Bidder
2. Address of the Bidder

PIN Code			
IT PAN			
e-mail Id		Mobile No	
Phone		FAX No	

3. Bank Particulars

Bank Name					
Branch Name					
Branch Place					
Account No.					
Account Type	Saving/Current/Cash Credit		Branch State		
RTGS Enable	Yes/No	NEFT Enabled	Yes/No	Core-Bank Enabled *	Yes/No
Branch Code		MICR Code		IFSC Code	

* In case of Bidders having Bank account in Union Bank of India

4. Effective Date

We hereby declare that the particulars furnished are correct & complete. If any transaction is delayed or not effected for incomplete/incorrect information/any other technical reasons, we will not hold the OMC Ltd. responsible.

Date

Signature of the Authorized Signatory of the Bidder with Seal

Certified that the Bank particulars furnished are correct as per our record.

Date:

Signature of the Bank with seal

Annexure 8: Format for Performance Security

BG should be obtained from Nationalised/ Scheduled Bank and should be operable and invokable at its Branch in Bhubaneswar

(To be executed on INR 100/- non-judicial stamp paper)

B.G. No.

Dated:

WHEREAS:

- (A) (“AGENCY”) and Odisha Mining Corporation having its office at OMC House, Bhubaneswar– 751 001 ("OMC") has issued a Letter of Award (LoA) dated (the "LoA") whereby OMC has agreed to engage the Agency for (the “agreement”).
- (B) The LOA requires the AGENCY to furnish a Performance Security to OMC of a sum of INR _____/- (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the AGREEMENT, for a period of _____ (the “Guarantee Period”).
- (C) We, through our branch at(Bhubaneswar) (the "Bank") have agreed to furnish this bank guarantee ("Bank Guarantee") as Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:
1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to OMC upon occurrence of any failure or default in due and faithful performance of all or any of the AGENCY’s obligations, under and in accordance with the provisions of the agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Agency, such sum or sums up to an aggregate sum of the Guarantee Amount as OMC shall claim, without OMC being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
 2. A letter from OMC that the AGENCY has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that OMC shall be the sole judge as to whether the AGENCY is in default in due and faithful performance of its obligations under the agreement and its decision that the Agency is in default shall be final, and binding on the Bank, notwithstanding any difference between OMC and the Agency, or any dispute between them pending before any court, tribunal, arbitrator or any other judicial or quasi-judicial body or by the discharge of the Agency for any reason whatsoever.
 3. In order to give effect to this Bank Guarantee, OMC shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Agency and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank Guarantee.
 4. It shall not be necessary, and the Bank hereby waives any necessity, for OMC to proceed against the Agency before presenting to the Bank its demand under this Bank Guarantee.

5. OMC shall have the liberty, without affecting in any manner the liability of the Bank under this Bank Guarantee, to vary at any time, the terms and conditions of the agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the AGENCY contained in the agreement or to postpone for anytime, and from time to time, any of the rights and powers exercisable by OMC against the AGENCY, and either to enforce or forbear from enforcing any of the terms and conditions contained in the agreement and/ or the securities available to OMC, and the Bank shall not be released from its liability and obligation under this Bank Guarantee by any exercise by OMC of the liberty with reference to the matters aforesaid or by reason of time being given to the AGENCY or any other forbearance, indulgence, act or omission on the part of OMC or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Bank Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Bank Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by OMC in respect of, or relating to, the agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Agency under the agreement .
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Bank Guarantee is restricted to the Guarantee Amount and this Bank Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by OMC on the Bank under this Bank Guarantee no later than twelve (12) months from the date of expiry of the Guarantee Period, all rights of OMC under this Bank Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Bank Guarantee during its validity, except with the previous express consent of OMC in writing, and declares and warrants that it has the power to issue this Bank Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by hand/messenger or by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of OMC that the envelope was so posted shall be conclusive.
10. This Bank Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period (including the claim period) or until it is released earlier by OMC pursuant to the provisions of the agreement.
11. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the agreement.
12. Notwithstanding anything contained herein:
 - i) Our liability under this Bank Guarantee shall not exceed INR
 - ii) The Bank Guarantee shall be valid up to (“Expiry Date including claim period” of the Bank Guarantee).

- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee on or before (Claim Period of the Bank Guarantee) at our Branch at _____ Bhubaneswar.
 - iv) After claim period all your rights under this Bank Guarantee will be forfeited and we shall be relived and discharged from all liabilities thereunder, irrespective of whether the original has been returned to us or not.
13. The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (UNION BANK OF INDIA, OMC CAMPUS BRANCH, BHUBANESWAR, IFSC Code UBIN0810592)

Signed and Delivered by _____ Bank By the hand of Mr./Ms. _____, its _____ and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

NOTE: (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Bank Guarantee.

(ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power of Attorney No.....

Date.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

(1)

Signature.....

Full Name.....

(2)

Signature.....

Full Name.....

Annexure 9: 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.....