THE ODISHA MINING CORPORATION LIMITED

(A GOLD CATEGORY STATE PSU)

Selection of agency for Supply, Installation, Commissioning and Maintenance of IP based unified communication system (IPPBX) at all locations of OMC

(through e-tendering)

Bid document No: OMC/E-Proc/CMC/23/2020 dated 07/12/2020

Contents

E-procurement notice

Bid document No.: OMC/E-Proc/CMC/23/2020 dated 07/12/2020

1	Work name	NIT for selection of agency for Supply, Installation, Commissioning and Maintenance of IP based unified communication system (IP PBX) at all locations of OMC
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 07/12/2020; Time: 17:00 Hrs
3	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 21/12/2020 17:00 Hrs.
4	Bid Due Date	Date: 04/01/2021; Time: 17:00 Hrs
5	Opening of Techno-Commercial Bid	Date: 05/01/2021; Time: 11:00 Hrs
6	Opening of Price Bid	To be informed to the Technically Qualified Bidders
7	Tender Paper Fee (non-refundable) including GST	Amount: INR Rs. 5,000/- (Rupees five thousand only) including GST@18% Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
8	Earnest Money Deposit (EMD)	Amount: INR 60,000 (Rupees Sixty 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/-

CHIEF GENERAL MANAGER (MAT)

The Odisha Mining Corporation Ltd.

(A Gold Category State PSU)

Registered Office: OMC House, Bhubaneswar-751001

Tel: 0674 2377509, 2377488

1. Schedule for the Tender

Sl. No.	Parameter	Name
1	Date of publication of NIT	Date: 07/12/2020
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 07/12/2020; Time: 17:00 Hrs
3	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 21/12/2020 17:00 Hrs.
4	Bid Due Date	Date: 04/01/2021; Time: 17:00 Hrs
5	Opening of Techno-Commercial Bid	Date: 05/01/2021; Time: 11:00 Hrs
6	Opening of Price Bid	To be informed to the Technically Qualified Bidders by appropriate means

2. Data Sheet

Sl. No.	Parameter	Name
1	Name of tender	NIT for selection of agency for Supply, Installation, Commissioning and Maintenance of IP based unified communication system (IP PBX) at all locations of OMC
2	Type of tendering	Open tendering
3	Mode of tendering	e-tender
4	E-tender site	www.tendersodisha.gov.in
5	Tender Paper Fee (non-refundable) including GST	Amount: INR Rs. 5,000/- (Rupees five thousand only) including GST@18% Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
6	Earnest Money Deposit (EMD)	Amount: INR 60,000 (Rupees Sixty 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 Contract value (excluding taxes) Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure 8
8	Address of the OMC Limited	OMC House, P.O. Box No.34 Bhubaneswar - 751 001 Odisha, India
9	Bid document No.	Bid document No: OMC/E-Proc/CMC/23/2020 dated 07/12/2020

3. Disclaimer

3.1   This Bid document is neither an agreement nor an offer by OMC to the prospective Bidders or any third party. The purpose of this Bid document is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this Bid document.

3.2   This Bid document 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 Bid document 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 Bid document. The assumptions, assessments, statements and information contained in the Bid document 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 Bid document and obtain independent advice from appropriate sources.

3.3   Information provided in this Bid document 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 Bid document, or any matter deemed to form part of this Bid document, 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 Bid document. 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 Bid document.

3.6   The Bidder should confirm that the Bid document 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 the Nodal Officer immediately in writing.

3.7   If no intimation is received within the last date for submission of Bid Due Date 04/01/2021; Time: 17:00 Hrs, 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 Bid document 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 Bid document 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 Bid document). In the event after the issue of the Bid document, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this Bid document 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 Bid document 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 Bid document.

3.12   The Bidder shall not make any public announcements with respect to the Bidding Process, this Bid document and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this Bid document 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 Bid document 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 Bid document, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the Bid document. 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
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
GTE	General Technical Evaluation
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
MSE	Micro & Small Enterprises
MSME	Micro, Small & Medium Enterprises
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
OMC	The Odisha Mining Corporation
PAN	Permanent Account Number
POL	Petroleum, Oil and Lubricants
PSU	Public Sector Undertaking
RfP	Request for Proposal
RTGS	Real Time Gross Settlement
SBI	State Bank of India
SCC	Special Conditions of Contract
SO	Service Order
TIA	Tender Inviting Authority

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;

5.3 "Bid" means the documents submitted by a Bidder pursuant to this Bid document, 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 Bid document 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 Selected Bidder 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 "Bid document" or "RfP document" or "Tender Paper" or "Tender Documents" or "Tender" or "Bid Documents" means documents issued by OMC

vide Bid document No. OMC/E-Proc/CMC/23/2020 dated 07/12/2020 for selection of agency for Supply, Installation Commissioning and Maintenance of IP based unified communication system (IP PBX) at all locations of OMC and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:

a)   This Bid document;

b)   Any corrigendum(a)/addendum(a) and clarification(s) to the Bid document issued by OMC subsequent to the issue of the Bid document will also be considered an integral part of the Bid document. Any reference to the Bid document in the Agreement shall include such corrigendum(a)/ addendum(a);

5.14   "OMC" means The Odisha Mining Corporation Limited 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;

5.16   "Price Bid" means the Price Bid submitted by the Bidder, in accordance with Clause 8.15.2;

5.17   "Related Party" shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;

5.18   "Selected Bidder" shall have the meaning given to it in Clause 8.21;

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 Bid document 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 Paper Fee" 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 Bid document. 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/or in General Clauses Act, 1897.

5.25 "Subsystem" shall mean the in major components of the IP Telephony Network. E.g. in Servers, Voice Gateway, End points/IP phones etc.

5.26 "Uptime" means the time period when specified services with specified technical and service standards.

5.27 "Downtime" means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time.

5.28 "Incident" refers to any event / abnormalities in the functioning of the IP Telephony / specified services that may lead to disruption in normal operations of the IP Telephony based services.

5.29 "Support" shall mean 24x7x365 days back to back OEM support includes upgrades, patch updates, bug fixes, Fault Reporting, Trouble Ticketing, and resolution of related enquiries during the contract period.

5.30 "Scheduled Maintenance Time / Scheduled downtime" shall mean the time that the System is not in-service due to a scheduled work. Scheduled maintenance time is planned downtime with the prior permission (Minimum 48 Hour prior Notice).

5.31 "Scheduled operation time" means the scheduled operating hours of the System for the month.

5.32 Soft Client/Agent/UC client is an app/software/program which will enable users to do audio and video calling through PC/Desktop, laptop and mobile phones.

5.33 Users: End Point/IP phone users are classified as mentioned below:

5.34 Type A Users: Users with all the facilities like Video IP phone, audio and video calling, soft client/agent on desktop/laptop and mobile phone for audio and video calls, conferencing etc.

5.35 Type B Users: Users will get normal IP phone with CLI, audio/voice calling, audio conferencing.

6. Scope of Services

6.1   OMC has implemented OFC based Gigabyte ethernet computer networking at Head Office, Bhubaneswar and all site offices (Mines & Regional offices) are connected with MPLS network.

This existing telephone network runs on BSNL provided EPABX system. The current set up consists of approximately 200 extensions (Analog), 1 PRI Links and other peripherals.

At present, there are total 7 Remote offices (ROs) and Main office at HO and Boyan Bhavan. Some of the ROs are having separate EPABX at their location for voice communication all over OMC.

Way forward:

Odisha Mining Corporation (OMC) envisages to build IP Telephony network by leveraging its existing OFC based fiber Network backbone at HO and using MPLS at ROs.

As mentioned above, OMC intends to implement state of art next generation IP based voice communication system to upgrade its legacy communication network

6.2   The selected Service Provider shall provide the following services to OMC as per the below mentioned timeframe:

Sl. No.	Name/ type of services	Contract period	Location for providing the services
1	Selection of agency for Supply, Installation, Commissioning and Maintenance of IP based unified communication system (IP PBX) at all locations of OMC	5 Years (1-year warranty and 4 years AMC)	Across OMC

6.3   The detailed scope and specifications of the services, along with the contract period, payment terms, etc. are given in Special Conditions of Contract as enclosed in Annexure 2.

6.4   The "General Conditions of Contract-Services" as enclosed in the tender at Annexure 1 shall form an integral part of the Bid document 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	**Technical Criteria** i) The bidder should have a proven track record of successful implementation & management of IPPBX projects in State or Central Government organizations/ PSUs / Private organization of value not less than Rs. 30 Lakhs during the last 3 years in india. ii) OEMs of Proposed solution should have presence in India directly or through an authorized distributor / partner with sales and service capability for the last Five years as on bid closing date AND IP Telephony Solution (IP PBX) must have been implemented at Minimum Three locations/Projects/Contracts in India having Minimum 500 IP phones/extensions in each project/contract. iii) The bidder should be authorized by its OEM to quote in the bid. The bidder should have a back-to-back support agreement / arrangement for services including supply of spare parts etc. with the Original Equipment Manufacturer (OEMs). AND All the proposed equipment's should not be declared End-of-Production for next 2 years and End-of-Support for next 5 years from the date of bid submission by the OEMs.	Self-attested copies of a) Relevant contracts or work orders or agreements containing the scope of work, the value of the contract or work order or agreement; and b) Completion certificate from their clients/employers, regarding successful completion of the services 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
7.2	**Financial Criteria** i) Average financial turnover of the Bidder during the last 3 (three)	a) Copies of audited financial statements

#	Criteria	Required Documents
	financial years should be at least INR 1 Crore. ii) The Bidder should be a profit-making (at PAT level) company for the last financial year ending on 31st March 2020. **Note:** a. Applicable 3 (three) years – FY 2018, FY 2019 and FY 2020	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
7.3	Other Criteria	
7.3.1	The Bidder can be either i) a Company (Private or Public), or ii) a registered partnership firm, or iii) an LLP firm	Copies of a) Company (Private or Public) • Certificate of Incorporation • Memorandum of Association • Articles of Association b) Registered partnership firm • Registration certificate • Deed of Partnership c) LLP firm • Certificate of Incorporation • Deed of Partnership
7.3.2	The Bidder should have valid PAN and GSTIN registration	▪ 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	Affidavit to this effect, as per the format given in Annexure 5
7.3.4	Tender Paper Fee, EMD amount and Power of Attorney	a) Proof of payment of Tender Paper Fee; 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

#	Criteria	Required Documents
		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 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
7.3.7	Bidder should have valid ISO certificate. The bidder should submit copies of relevant ISO certificates.	Copies of relevant ISO
7.3.8	The bidder should have an Office in Odisha since last 3 years.	Copy of any two of the followings: Property Tax Bill/Electricity Bill/Telephone Bill/ GST Registration/Lease agreement.
7.3.9	The bidders should submit valid Manufacturer Authorization Form (MAF) along with Technical Data sheets in the technical bid.	Authorization to be provided on OEM's letterhead

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 ought to 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 ought to have completed the entire range of services as specified in the Bid document, 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 Bid document). The part completion certificate shall also highlight if the part performance/ progress of the work of the Bidder with respect to the services under consideration, was satisfactory or not.

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 shall be in the name of the Bidder, whereas the DSC holder shall 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 Paper Fee 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 Chapter 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)**. 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 Bid document. Each page of all scanned documents submitted as part of the Techno-Commercial Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.

8.6 Tender Paper Fee

8.6.1 The Bidder shall pay to OMC a non-refundable amount ("Tender Paper Fee"), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Paper Fee is also indicated in the Data Sheet.

8.6.2 The Bidders, who are exempted to deposit Tender Paper Fee 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 Paper Fee claiming exemption but does not submit relevant document, is ineligible for bidding and such 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 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 such bid shall be summarily rejected.

8.7.5 The EMD of the Selected Bidder shall be returned upon the Selected 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 is a case of any material misrepresentation of facts at any point of time during the bid evaluation process;

ii) if the Selected 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 Selected 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 Bid document;

vi) in case the Selected 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: 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 reasonable amounts 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 Bid document.

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/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents 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 said to be 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 or commission, 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 Bid document, 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 consist 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 shall 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)   Relationship with OEM

vi)   Technical Solution Document

8.15.2 Price Bid: The Price Bid shall be submitted on the e-tender portal of the Government of Odisha as per the price bid format in Annexure 4.

8.16 Material deviation

8.16.1 Bids shall be liable for rejection in case of material deviation, that 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 bid 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 by the date specified therein, 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.

8.19.3 If required, OMC may ask Bidders to provide clarifications on the uploaded documents provided in the Techno-Commercial Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other documents of historical nature during Technical Evaluation of the tender. Non submission of legible documents may render the bid nonresponsive. The authority inviting bid reserves the right to accept any additional document. 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.

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 Marks 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 Technical Marks 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:

Sl. No.	Criteria	Maximum score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
1	**Organizational capability**	25		
1A	Average financial turnover of the Bidder during the last 3 (three) financial years should be at least INR 1 Crore. Applicable 3 (three) years - FY 2018, FY 2019 and FY 2020	15	>=1 Cr < 3 Cr : 5 Marks >=3 Cr. <5 Crores : 10 Marks >= 5 Crores : 15 marks	Copies of audited financial statements (consisting of (i) balance sheet, (ii) profit & loss statement and (iii) cash flow statement).
1B	The bidder should have valid security and software development methodology certificate.	5	• ISO 9001: 3 marks • ISO 20000: 2 mark	Copies of relevant ISO certificate
1C	The bidder should have presence in Odisha since last 3 years	5	>=5 and <10 years: 5 marks >=3 and <5 years: 3 marks	The bidder should submit its GSTIN and other relevant documents regarding proof of this credential
2	**Technical capability**	55		
2A	IP Telephony Solution (IP PBX) must have been implemented at Minimum Three locations/Projects in India having Minimum 500 IP phones in each project/Contract	15	>=3 to <5 Projects : 5 Marks >=5 Projects to <10 Projects : 10 Marks • >= 10 Projects : 15 marks	Copies of the relevant contracts and Work Orders containing the scope of services, the value of the contract or Work Order and completion certificate from their clients, regarding successful completion of the services.
2B	Proposed Solution and Its features: A) Meeting the features B) Add-on Feature	20	Demonstrating the devices along with feature and benefits of devices: 15 Marks	Physical devices to be demonstrated as a POC before tender committee for technical eligibility

Sl. No.	Criteria	Maximum score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
			Explain the add on feature of product: 5 marks	
2C	Proposed IP Phone (Type A & C) a) Look/Visual Appeal b) Navigational Ease c) Extra Features	10	Demonstrating the physical devices along with feature and benefits of devices	
2D	Proposed IP Phone (Type B) a) Look/Visual Appeal b) Navigational Ease c) Extra Features	5	Demonstrating the physical devices along with feature and benefits of devices	
2E	Proposed FXS Gateway	5	Demonstrating the physical devices along with feature and benefits of devices	
3	**Approach and methodology/ presentation/ interview**	20		
3A	Technical presentation to be given by bidders	20	• Bidder's understanding of the project and domain: 3 marks • Approach & methodology: 3 marks • Comprehensiveness of the implementation plan: 3 marks • Support & maintenance and exit Plan: 3 marks • Resource planning & distribution of roles & responsibilities: 3 marks • Risk management & mitigation plan: 3 marks	Bidders will be called to make a presentation to OMC

Sl. No.	Criteria	Maximum score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
			• Reporting mechanism: 2 marks	
Technical Marks		**100**		

The eligible bidders shall be requested to make a presentation on their proposal along with the proposed hardware devices, to an Evaluation Committee constituted for the purpose. OMC may also ask to arrange interaction with senior officials of the company where product has been implemented.

In order for a bidder to be eligible for the stage three i.e. evaluation of the financial bid submitted, the bidder has to score a minimum of 60 marks in the Technical Qualification criteria given above.

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   Selected Bidder: The Bidder who submits the lowest Price Bid shall be the Selected Bidder. The Selected Bidder shall be issued the LoA. OMC reserves the right to negotiate the price with the Selected Bidder before issue of the LoA. The Selected Bidder shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within a period of 15 (Fifteen) days of issue thereof, along with submission of the Performance Security, failing which the issued LoA may be cancelled and EMD of the Selected Bidder shall be forfeited by OMC. In such a case, OMC reserves the right to approach the technically qualified Bidder(s) who has submitted the next lowest Price Bid 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 this RFP.

8.21.1 Tie-Bidders:
In the event that 2 (two) or more technically qualified Bidders (the "Tie Bidders") have submitted the lowest identical Price Bids, the Bidder with the highest Technical Marks shall be considered as the Selected 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 Selected Bidder, failing which the Performance Security shall be forfeited and appropriated by OMC. In such a case, OMC reserves the right to approach the technically qualified Bidder(s) who has submitted the next lowest Price Bid 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 Selected 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 Selected Bidder shall submit the Performance Security at the Head Office, OMC upon issue of LoA within a period of 15 (fifteen) 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 be valid for the entire contract period. The Performance Security shall be released on completion of the scope of services and shall be released after a period of 60 (sixty) days post completion of the scope of services, as evidenced by issue of completion certificate by OMC designated officer/ key contact for this contract.

9. Additional Instructions to Bidders

9.1   Site-visit:

9.1.1   Bidders may visit the mine 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 Site. OMC will only facilitate their visit.

9.1.3   Bidders who are interested to visit the site shall inform the Nodal Officer 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.

10. Additional Information on 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 Selected 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 are 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 Paper Fee 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 Paper Fee and EMD: Tender Paper Fee 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) are 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 Pooling Account of SPC to the registered account of the Tender Inviting Authority, i.e. OMC.

10.6 Technical Parameter Sheet: The Technical Parameter Sheet containing the technical specification parameters for each tendered item 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 all the required information on this file shall be furnished by the Bidder during bid submission. Thereafter, the Bidder will upload the same file during bid submission in the General Technical Evaluation (GTE). In case the Technical Parameter Sheet is incomplete and not submitted as per the instructions given, the bid shall be summarily rejected by OMC without any further reference to the Bidder.

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 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 8.19. If required, OMC may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3 (three) working 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 Paper Fee. 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 dash board 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 viewable 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.

10.13 Upon approval and completion of the due process of OMC, the Selected 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 Selected 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 a 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 OMC shall always bear reference to the Service Order / Agreement.

D)   Invoices for payment against Service Order / Agreement shall be addressed to OMC.

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 accepted and 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 of services, 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 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 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. Patent Rights, Liability & Compliance of Regulations

7.1. Service Provider hereby warrants that the use of the services delivered hereunder will not infringe claims of any patent covering such service and Service Provider agrees to be responsible for and to defend at his sole expense all suits and proceedings against OMC based on any such alleged patent infringement and to pay all costs, expenses and damages which OMC may have to pay or incur by reason of any such suit or proceedings.

7.2. The Service Provider shall indemnify OMC against all third-party claims of infringement of patent, trade mark or industrial design rights arising from the services delivered by the Service Provider.

7.3. Service Provider shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the OMC from any claims/penalties arising out of any infringements.

8. Performance Security

8.1. The Service Provider shall furnish Performance Security as per the terms and conditions provided in the Bid document.

8.2. The Performance Security shall be for due and faithful performance during the period of execution of the services and is liable for forfeiture in the following cases:
- If the successful Bidder fails to undertake the work after issuance of LoA, or
- If the Service Provider abandons the work before its completion or during its extended period, or
- 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.

8.3. The proceeds of Performance Security shall be appropriated by the 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 the OMC may be entitled to as per terms and conditions of Service Order / Agreement.

8.4. 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/warrantee/Defect Liability Period or till the satisfactory performance of the objectives of the Service Order / Agreement, whichever is later.

8.5. For the avoidance of doubt, it is hereby clarified, that the Performance Security shall not carry any interest.

9. Delivery of Services

9.1. Delivery of the Services shall be made by the Service Provider in accordance with terms specified in the Special Conditions of Contract.

9.2. 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.

10. Terms of Payment

10.1. 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.

10.2. All payments shall be made in INR only and shall be made directly to the bank account of the Service Provider.

10.3. No advance shall be paid and no letter of credit shall be issued.

10.4. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.

10.5. No interest charges for delay in payments, if any, shall be payable by OMC.

10.6. Defective bills shall be returned to the Service Provider within 7 (seven) working days. No payment shall be made on defective/incomplete bills.

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

11.1. 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.

12. Cancellation of Service Order / Agreement

12.1. 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 the Service Order/Agreement 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)   There is 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 Service Provider 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 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 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 12.1.

13.   Right to risk for procurement / rendering of services

If the Service Provider fails to fulfill the terms and conditions of the Service Order / Agreement, OMC 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 which may be suffered by OMC, 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 OMC for any other action including termination of the Service Order / Agreement.

14.   Force Majeure

14.1.   "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.

14.2.   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.

14.3. 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.

14.4. 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 Bid document, the parties may mutually decide to terminate the Service Order / Agreement or continue the Service Order / Agreement on mutually agreed revised terms.

15. Dispute Resolution

15.1. 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, if referred to, shall be decided by the Civil Court of competent jurisdiction at Bhubaneswar. 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.

15.2. 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.

16. 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.

17. 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.

18. Permits & Certificates

18.1. Service Provider shall procure, at his expense, all necessary permits, certificates and licenses 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.

19. General

19.1. 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.

19.2. 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.

19.3. 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 the Service Provider.

19.4. 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.

20. Liability and Indemnity

20.1. 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 Service Providers, 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 Service Providers, 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.

20.2. 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.

21. Publicity & Advertising

Service Provider shall not without the written permission of OMC make a reference to OMC or any Company affiliated with OMC or to the destination or the description of goods or services supplied under the Service Order / Agreement in any publication, publicity or advertising media.

22.   Blacklisting

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

i)   If the Proprietor or Partner or Director of the business concern/entity is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;

ii)   If security consideration of the state i.e. any action that jeopardize the security of the State.

iii)   If there is justification for believing that the Proprietor or Partner or Director of the Concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud and tender fixing etc.

iv)   If the business concern/entity refuses / fails to return the OMC's dues without adequate cause;

v)   If the business concern/entity is blacklisted by any Department of the Central Government / State Government/Central PSU/State PSU.

vi)   If the business concern/entity is a concern/entity evader of Central / State taxes / duties for which OMC has received notice from the concerned department of Central / State Govt.

vii)   If violation of important conditions of contract/agreement.

viii)   If submission of false/fabricated/forged documents for consideration of a tender

23.   Statutory and Legal requirements

23.1.   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.

23.2.   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, uniform and compensation to its employees and workmen.

23.3.   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.

24.   Compliances to policies and standards adopted or to be adopted by OMC

24.1. The Service Provider shall abide by and ensure compliance with the following policies and standards adopted or to be adopted by OMC:

i) Social accountability standard SA8000 standard – details available at the website. OMC has adopted this certification standard. Towards this, the Service Provider shall ensure that all certification requirements applicable to it are met by it at its own costs.

24.2. ISO certification: OMC is an ISO 9001: 2000 certified organization. The Service Provider shall ensure that all certification requirements applicable to it are met by it at its own costs and to the satisfaction of OMC and the certifying authority.

25. Safety

25.1. 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 create no hazards or disturbance for the surrounding inhabitants and areas.

25.2. 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.

25.3. 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.

25.4. The Service Provider shall indemnify OMC from any liability falling on OMC due to any accident, whether minor or major, or by any act of commission/omission by the Service Provider or by its representatives or by its employees. If OMC is made liable for any such claim by the court of law or any other authority, the same shall be reimbursed to OMC by the Service Provider as if OMC has paid on their behalf. The same shall be adjusted from the invoices payable by OMC to the Service Provider, if not paid within a period of 30 (thirty) days of such payment being made by OMC.

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 supersede or 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.   Scope of Work

Odisha Mining Corporation is looking forward to build the IP based Telephony Infrastructure capabilities to serve the need of voice communication across all its offices. Selected bidder needs to provide complete solution with a low-level design and implementation plan for migrating existing EPABX system to IP Telephony Platform without effecting day to day functioning of the offices.

The solution proposed by the bidder should include all the necessary components like hardware, software, licenses, etc. to enable for providing voice communication services from the day one. The scope of work under this RFP is broadly divided into two components:

System Integration Component: Supply, Installation, Configuration, Testing, Commissioning and Support (24x7x365) of IP Telephony Infrastructure deployed for OMC

Annual Maintenance Period: AMC for a period of Four (4) years from the date of completion of One (1) year warranty of newly installed & Commissioned IP Telephony System, IT and Non-IT Infrastructures.

The AMC may be extended beyond 4th Year. In case such a need arises, the AMC for 5th Year onwards shall be decided on mutually negotiated rate not more than 10% of the previous year AMC Cost.

2.2.   IP Telephony Component

- Bidder is responsible for supply, installation, testing, commissioning of the required Hardware and software components (Inclusive of active and Passive components and sub-components) as per the technical and functional and specification mentioned in the RFP document to successfully run the services envisaged. Further, Bidder is also responsible for Annual Maintenance Contract (AMC) of the new system for the period of four (4) years after completion of warranty period of system.

- The licenses procured by the selected bidder should be in the name of Odisha Mining Corporation.

- It is envisaged that the new IP telephony infrastructure will be initially installed for 500 users. From the day one spread across OMC offices over will be connected immediately.

- Proposed telephony solution should be based on IP backbone. OMC, envisage to use its existing MPLS network which connects various offices spread across Odisha to carry the required voice traffic.

- Bidder should provision required hardware and software components like Main Call control server, PRI Gateway, UPS, Main Call manager, Call Accounting/Billing software, End Point-IP phones including video phones, patch cords, power Adapter etc. with appropriate licenses perpetual for life to successfully operate the system as envisage.

- It is envisaged that the central infrastructure of the proposed IP Telephony system will be installed OMC Head Office, Bhubaneswar.

- Bidders will have to use the existing LAN cabling and switching infrastructure for deployment/implementation of endpoints/IP Telephones in place of existing analog phones. Further, required patch cords for the same have to be supplied by the bidder.

- Bidder is required to implement the security policy i.e. encryption of voice on IP phones etc. in consultation with OMC IT Team as and when required. The bidder is also required to maintain the privacy, security and confidentiality of all the calls and the deployed system.

- Bidder needs to ensure minimum downtime during the migration to the new system

- Bidder needs to adopt the existing numbering schema only. However, if required or need arises, OMC may ask bidder to prepare a plan & implement New numbering schema after formal approval by the OMC management.

- Bidder will have to submit detailed Project implementation plan covering approach & methodology of execution and migration, proposed numbering schema etc. It is also envisaged that migration activities should be carried out on weekend/holidays. However, if it is necessary to do any migration activity on working days then it should be done in off hours i.e. between 6:00pm to 10:00am with prior approval from OMC.

- To ensure seamless connectivity and quality of communication, bidder will be responsible to check the configure on existing network in co-ordination with OMC IT Team.

- OMC IT Team will conduct the Final Acceptance Test (FAT). FAT shall be considered completed successfully upon completion of all the required activities like supply, installation, testing, commissioning of the proposed solution as per the RFP/Contract agreement.

- The Bidder shall ensure that the products quoted should not be declared "End of Production" for next 2 years and "End of support" for the next 5 years by the OEM from the date of bid submission. However, if OEM declares any equipment as end of support for any reasons, then in that case OEM has to replace that equipment with better or equivalent products without any cost to OMC. OEM has to submit on their letter head, complete details on the life cycle available for the equipment, their end of support dates and replacement model if any.

- The bidder is required to provide 24x7x365 days Back to back OEM support (AMC) for the period of four (4) years from the date completion of 1 year warranty. The support shall include Upgrades, updates, patch updates, bug fixes, Fault Reporting, Trouble Ticketing, call resolution etc. for the quoted products. Bidder has to ensure and provide OEM undertaking as per ANNEXURE-9 on OEM letter head confirming compliance to the requirement.

- The proposed high-level architecture has been given in the clause 8.5.1, however the successful bidder will prepare a detailed architecture of the system to be implemented by him and submit it to the OMC IT Team. Further, bidder is required to keep it up to date during the O&M period as well.

- In future, if additional PRI lines are required to be installed or any of the existing PRI lines are to be shifted, the bidder is required help OMC for availing the service.

- Bidder should configure hotline services in the newly installed telephony system like between MD desk to Regional Head desk or sectional heads desk.

- Bidder will have to develop and submit user manual/guide, FAQs (In soft form which will be uploaded on the KMS portal) of the various features of the IP Phones of different categories provided to the users which helps in easy, effective and early adaption of the newly installed IP telephony system.

- The above features and approach are envisaged by OMC. Wherein, bidder is required to propose an appropriate solution to meet the outcome envisaged. However, Bidder is responsible for any other components inadvertently missed out, but it is required as per the proposed solution of the bidder and is essential for overall solution to successfully run during entire project duration than bidder has to consider the same in his proposed solution. OMC will not be liable for payment of any additional cost outside of Financial bid

2.3.   **Functional Specifications**

2.3.1. Functionality of the core telephony system

- The proposed telephony system should be a converged communication System with ability to run BRI/PRI, IP on the same platform using same software.

- System should have capability to manage centralize database of all the users. CLI facility for all users should be provisioned from day one. System should support centralized web-based administration.

- Proposed telephony system should support SIP Protocol and SIP based end points/IP Phones.

- Proposed solution should allow users to log in from any IP Phone using his username and password and it will transfer all his existing facilities to that IP phone.

- The system should be based on server gateway architecture to facilitate distributed architecture with central call control.

- The voice network architecture and call control functionality should support all types of SIP phone.

- The IPPBX System shall be open standard (SIP), with redundant server at HO, in active standby mode, able to switchover to secondary server Automatically and all DB and User files are Mirrored real time on secondary Server with 500 users expandable to 1500 users with the same server hardware without addition/modification in the server hardware. The proposed IPPBX should have a broadband architecture for incorporating various futuristic services in Voice and Data, with open SIP Gateways architecture. The topology should be totally distributed.

- System should be redundant mode at HO, so that if Main Server goes down, secondary Server will work as Primary Server. The Voice Mail/Voice Logger and configuration shall be Real time transfer to secondary Server at HO only as RO & HO is in distributed architecture.

- The redundant server should be on active standby mode and should be physically separated.

- Bidders may quote Industry grade COTS server (Commercial off the shelf servers) /Embedded /Appliance/OEM/Proprietary Server.

- The system software version offered should be the latest release as on the date of supply of IPPBX as available globally.

- Voice mail System should be Built-in for all users with voice mail to email feature.

- The system should support PRI/E1/Analog Trunks.

- The system should have in-built dual Gigabit Ethernet ports.

- The system should support internal MOH (Music on Hold), which should be uploaded using the .wav file and should have capability of Media Server resulting in streaming MOH to all extensions

- The system shall be built on Open SIP Technology to enable seamless growth, by adding the desired licenses for user Extn. when required. The architecture of the IPBX should be capable of seamless migration to its maximum capacity by simply adding licenses without compromising on any function /features of this system or any degradation of service. However, such expansion should neither involve any processor up-gradation nor any additional common control cards/ cabinet

- Support for integrated telephony solution for Video conferencing devices, Analog & IP Phones, PSTN gateways over IP architecture

- The solution must offer users the ability to use their UC clients and IP Phones outside of the enterprise (Internet) to make audio and video call with VPN

- Proposed system must support one to one, one to many audio and video conferencing facility. It should also allow addition, dropping of users during the conferencing.

- The system must be scalable up to 1500 extensions on the proposed single hardware in future.

- The proposed system must have in skin IVR with multiple level IVR Tree Architecture (Minimum 5 Levels)

- Conference Bridge-provides conference bridge with recording feature that can be used by IPPBX for 32 Users.

- The system should be expandable by adding licenses, no additional hardware/card should be required for expansion.

- Solution must provide following features like IVRS, Voice MAIL, Voice Mail to Email, Click to call, Outlook Connector, call toggling, In skin Dynamic Voice logger (32 Ports), Web Rtc, In skin Video Conference license., the system should have 32 party managed audio conference with recording facility with end to end encryption. (Conference Bridge should be in skin/ built-in feature)

- The call control system must provide integrated video telephony features to the users so that user with IP Phone / Soft phone and video telephony end point must be able to place video calls with the same user model as audio calls.

- The system software version offered should be the latest release as on the date of supply of IPPBX as available globally.

- The communication server and gateway should support IPv4/IPv6

- Proposed solution should have GUI or web-based administration for call processing/call control. Should also support HTTPS for management.

- Proposed solution should provide management tool to monitor system performance, device status, device discovery, etc.

- Proposed solution should provide alert and notifications for troubleshooting.

- Proposed solution should support secure GUI / CLI (HTTPS and TCP) to troubleshoot system problems.

- Proposed solution should allow monitoring of the system in real-time on a set of preconfigured parameters.

- The management platforms should allow configuration of role-based access of the system to the multiple users like administrator etc. it should also allow to set the authority and their rights in the system.

- Proposed solution should support signaling encryption by Transport Layer Security (TLS) and media encryption using Secure Real-Time Transport Protocol (SRTP)

- Proposed solution should allow Broadcasting of voice, one to many on desk phone/ IP phone.

- Proposed voice gateway should support SIP Trunk.

- Proposed voice gateway should be provided with Dual Ethernet Port

- Proposed solution should support voice and video facility for all. However, video facility will be enabled for selective users only.

- laptop, desktop on a single extension number. It should also allow transfer/resume of ongoing audio and video call from one device to another configured device seamlessly.

- Proposed solution should allow user wise enablement/configuration of STD, ISD facility including user locking facility.

- The proposed system should have Boss secretary feature.

2.3.2. **System Architecture of Proposed Solution**

- Proposed Server should be with Latest processor-based architecture.

- Proposed Server must have remote-access capability over IP networks for maintenance.

- Should support security features like Real-time Media Encryption, Malicious Call Trace, etc.

- For Security purpose: Bidders is required to enable minimum 128-bit encryption of voice between servers and gateways at the time of installation & commissioning of new IP Telephony System

2.3.3. System Features

Extension mobility
Call forward
Message-waiting indicator (MWI)
Do not Disturb
Hunt Groups
Distributed call processing
Fax over IP-G.711 pass-through and Fax Relay
Language support for client user interface (English language must)
Multiple ISDN protocol Support
Multiple remote Call Server platform administration and debug utilities
Video calls to be placed with same user model as audio calls
Group Paging
Hot Desking
Alternate Route Selection
Flexible numbering Schemes
Time of Day and Date Routing of Calls
Call Recording
Maximum Call Length
PIN Restricted Calling
Time Profiles
Queue announcements
Call Detail Recording
SMDR (Station Messaging Detail Record)
Fax on demand integration
Call Forwarding
Call Hold
Call Park
Call Pickup
Ring Back When Free
Call Waiting
Distinctive and Personalized Ringing
Toggle Calls
Account Codes
Call Barring

Authorization codes
Call Server must support new video end points
SIP video Endpoints which must inherit the functionality of audio calls which gives the user the same call model for both video and audio calls

2.3.4. Interfacing Capability

The exchange must support following interfaces/protocols:

- Analog: Analogue CO trunk lines for level DID from BSNL/MTNL/Service Providers.

- Digital: Standard ISDN BRI, PRI. The offered exchange should be an ISDN ready switch.

- The proposed solution should support E1 (30 channel PCM) level DID.

- The proposed solution should support IP gateway.

- The proposed solution should have the TCP/IP interface to support integrated voicemail, Dynamic Voice recording (on Trunks or intercoms), fax mail and e-mail application.

- The proposed solution should provide in built Ethernet port management (LAN). The exchange should support SIP hard phones, Analog Extn. and IP & SIP soft phones. The soft client should be available on various operating systems like Windows, Mac, iOS and android.

- The proposed solution should support IP & SIP Trunks & Subscribers.

- Other protocols as applicable for operation of ISDN services, in-skin video and Audio conferencing, multimedia services, In-skin Dynamic voice recording, ISDN point to point or point to multiple point Protocols for BRI etc.

- The proposed solution must work in remote location if the MPLS connectivity goes down

- Routing Capability:

- The proposed solution should support inbuilt routing functionality, Grouping and Partitioning etc.

- Voice Over IP:

- The proposed solution should voice over IP (VOIP) applications. The system should support integrated in-built IP Gateway. It should be possible to connect IP work points to the offered IPBX System.

- The proposed IPPBX system is IP based, so it should be possible for remote programming (including remote maintenance facility) through IP network.

- The proposed IPPBX should support networking between more than one system through IP network having feature transparency.

- The proposed solution should have in-skin voicemail for all Extension.

- The proposed solution should support practical convergence of voice, data & Video.

- The proposed solution should support night mode when the operator is not present at the console, the direct line should be routed to different extensions for incoming calls.

- The proposed solution should have facility to interface speakers/PA System through SIP RFC 3261 Protocol.

- The proposed solution should have facility to connect weatherproof/hazardous phones through SIP RFC 3261 Protocol.

Warranty	One Year
Standards	ISO or Equivalent
Compliance	FCC: Part 15 (CFR 47) Class B, Part 68 CE: EN55022 Class B, EN55024, EN61000-3-2, EN61000-3-3, EN60950-1, TBR21, RoHS RCM: AS/NZS CISPR 22, AS/NZS CISPR 24, AS/NZS 60950, AS/ACIF S002 ITU-T K.21 (Basic Level); UL 60950 (power adapter) T1: TIA-968-B Section 5.2.4 E1: TBR4/TBR12/TBR13, E1: AS/ACIF
Standards	ISO or Equivalent

2.4. **Detailed Bill of Material:**

Sl. No.	Item	Total Required Quantity (nos)
1	Core IP Telephony System IP PBX system with all the required hardware, software, Cabling, Accessories etc as per specification and with 1-year warranty and 4 years Support	2
2	Voice Gateways with required cabling, accessories and all applicable licenses to handle at least 2 PRI lines.	1
3	Perpetual License for Lines including Conferencing Solution for Audio & video both	500
4	FXS Gateway for converting IP to Analog (120 lines)	1

5	Self-Survival Remote Gateway/IPPBX for 100 users at each RO with future expandability	8
6	IP Phone (Type-A) with camera, patch cord (2 Mtr. Minimum) and other necessary accessories as per specification	20
7	IP Phone (Type-B), patch cord (2Mtr.), and other necessary accessories as per specification	300
8	IP Phone (Type-C) with lithium ion battery, charger and other necessary accessories as per specification	5
9	Power adapter for IP Phones	200

* The above bill of materials is not the final list, the Bidder should provide the detailed technical specifications of the entire system and required BOM as part of technical bid.

All the above figures are illustrative and non-exhaustive, i.e. the actual items consumed/implemented are indicative in nature, and the actual quantity or items may vary. Any such additional items required shall be provided on an as-required basis by the vendor as per the price quoted.

2.5. Reports

The required application should capable of delivering various customized reports and dashboards such as:

- Utilization Report
- Performance report
- Outgoing traffic vis-à-vis threshold
- Overflow Report

*These reports are indicative but at the time of implementation the actual report requirement will be shared by OMC

2.6. Key Technical Specifications
2.6.1. IPPBX Solution Architecture

FXS Gateway

WIFI Router

Smart Phone

Analog Phones

IP Phone

PC / Laptop

DECT Phones

Surveillances Camera

Video IP Phone

Door Video Phone

CRM

Email Server

SMS

Paging System

HO & Boyanika LAN

IP-PBX Server

PRI Gateway

MPLS

Self-Survival Gateway

Barbil RO

Daitari RO

PRI/ GSM Gateway (Optional)

IP Phone

Koira RO

JK Road RO

IP Phone

Gandhamardan RO

Bangur RO
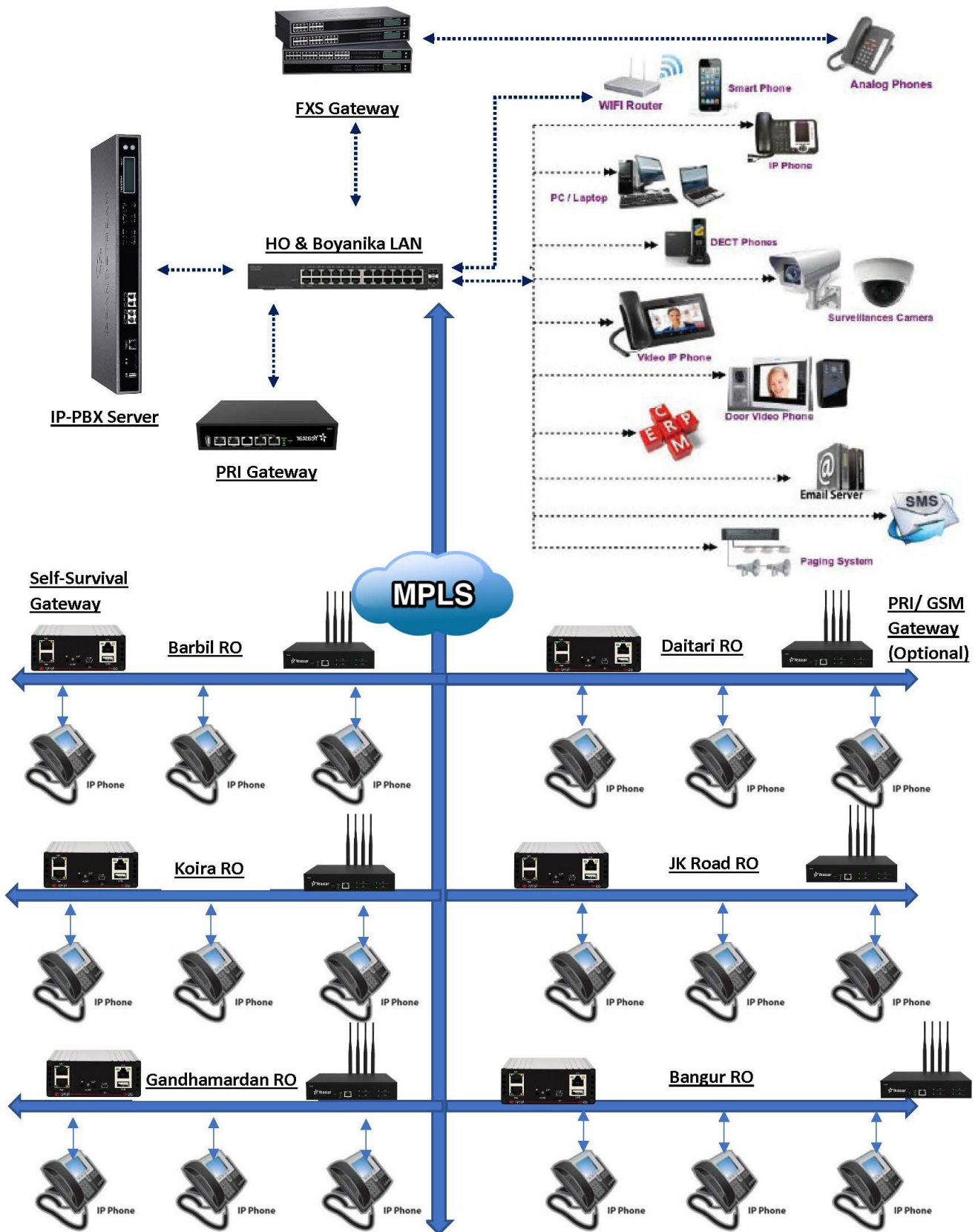
IP Phone

2.6.2. **Technical Specification for IP Phones**

IP Phone-Video (Type-A):

Specification	Remarks
Display	Should have high resolution 7" or higher backlit TFT/LCD Digital 24-bit color display with Minimum HD 720p camera
Integral Switch	Should have integrated 2-port 10/100/1000 PoE (802.3af) Ethernet switch
Protocol	Should support SIP for signaling
Security	Should support SRTP and TLS for encryption and security
Audio Codec	G.711, G.729, G.722
Video Codec	H. 264/H.265
Internet Protocol (IP)	Should support Static, DHCP IP Address
Keys	Should have 4 or more-line keys and 4 or more soft keys and other default keys like mute, volume control, Speakerphone, standard key pad etc.
Caller ID	Enables the delivery of a caller's identity to a user via the phone and also on soft client/agent
Group Directory	Enables users to search your corporate directory from the IP Phone
Add into Conference	Allows users to initiate a three-way call from the handset; Minimum 6 users.
Call Forward	Enables a user to redirect all incoming calls to another phone number
Call Forward-Busy	Enables a user to redirect calls to another destination when an incoming call encounters a busy condition
Call Forward-No Answer	Enables a user to redirect calls to another destination when an incoming call is not answered within a specified number of rings
Call Forward-Not Reachable	A business continuity setting that pushes calls to user's cell phones when a handset is unable to reach the hosted PBX platform.
Voicemail	Enables users to access voicemail on IP Phone
Voice Platform API	Allows businesses to integrate business applications with the voice platform for common features, such as: click to call, caller ID lookup, screen-pop, and more.
Call History	History of Missed, Dialed and Received calls
Speaker phone	For two-way hands-free communication
Headset Port	Suitable Headset port with required convertor, if any.
High Definition Voice	Should support HD Voice
Multiple Ring tones	Should allow user to set multiple ring tones
Navigation Cluster	Should have minimum 4 or 5-way navigation cluster in the IP Phone

Extension Mobility/ Open Seating or Equivalent	Allows an available phone to be configured with a user's phone preferences and settings for speed dial buttons, line keys and soft keys by simply logging into the phone with your password.
Do Not Disturb	Allows users to set their station as unavailable so that incoming calls are given a busy/no ring treatment.
N-Way Calling or Multi conference	Allows users to add any number of other parties to a call, up to a Minimum 6 and maximum of 10.
Speed Dial	Enables users one- or two-digit codes to call up to 100 speed dial numbers using hot keys and navigation keys. on instrument minimum 4 speed dial keys.
Distinctive Ring tone selection on criteria	Ring your phone with a distinctive ring when pre-defined criteria, such as phone number are met.
Call Park/Call Retrieve	Enables a user to hold a call and to retrieve it from another station within the group
Audio Conferencing	Should support Adhoc, scheduled conferencing. Addition and dropping of any member during the conference
Reset	Master reset facility for default configuration

IP Phone-Black & White (Type-B):

Specification	Description
Display	Should have high resolution 2.9" or higher backlit monochrome 132x48 (black & white) display
Integral Switch	Should have integrated 2-port 10/100/1000 PoE (802.3af) Ethernet switch
Protocol	Should support SIP for signaling
Security	Should support SRTP and TLS for encryption and security
Audio Codec	G.711, G.729, G.722
Internet Protocol (IP)	Should support Static, DHCP IP Address
Keys	Should have 2 or more-line keys and 4 or more soft keys and other default keys like mute, volume control, Speakerphone, standard key pad etc.
Caller ID	Enables the delivery of a caller's identity to a user via the phone and also on soft client/agent
Group Directory	Enables users to search your corporate directory from the IP Phone
Add into Conference	Allows users to initiate a three-way call from the handset; Minimum 6 users.
Call Forward	Enables a user to redirect all incoming calls to another phone number

Call Forward-Busy	Enables a user to redirect calls to another destination when an incoming call encounters a busy condition
Call Forward-No Answer	Enables a user to redirect calls to another destination when an incoming call is not answered within a specified number of rings
Call Forward-Not Reachable	A business continuity setting that pushes calls to user's cell phones when a handset is unable to reach the hosted PBX platform.
Call History	History of Missed, Dialed and Received calls
Speaker phone	For two-way hands-free communication
Broadcasting	Should support XML based text message
Headset Port	Suitable Headset port with required convertor, if any.
High Definition Voice	Should support HD Voice
Multiple Ring tones	Should allow user to set multiple ring tones
Navigation Cluster	Should have minimum 4 or 5-way navigation cluster in the IP Phone
Extension Mobility/ Open Seating or Equivalent	Allows an available phone to be configured with a user's phone preferences and settings for speed dial buttons, line keys and soft keys by simply logging into the phone with your password.
Do Not Disturb	Allows users to set their station as unavailable so that incoming calls are given a busy/no ring treatment.
N-Way Calling or Multi conference	Allows users to add any number of other parties to a call, up to a Minimum 6 and maximum of 10.
Speed Dial	Enables users one- or two-digit codes to call up to 100 speed dial numbers using hot keys and navigation keys. on instrument minimum 4 speed dial keys.
Distinctive Ring tone selection on criteria	Ring your phone with a distinctive ring when pre-defined criteria, such as phone number are met.
Call Park/Call Retrieve	Enables a user to hold a call and to retrieve it from another station within the group
Audio Conferencing	Should support Adhoc, scheduled conferencing. Addition and dropping of any member during the conference
Reset	Master reset facility for default configuration

Wi-Fi IP Phone (Type-C):

Protocol/Standards	SIP RFC3261, TCP/IP/UDP, RTP/RTCP, HTTP/HTTPS, ARP, ICMP, DNS (A record, SRV, NAPTR), DHCP, SSH, TFTP, NTP, STUN, SIMPLE, LDAP, TR-069, 802.1x, TLS, SRTP, IPv6
Voice Codecs and Capabilities	Support for G.711μ/a, G.729A/B, G.722 (wide-band), iLBC, Opus, in-band and out-of- band DTMF (In audio, RFC2833, SIP INFO), VAD, CNG, AEC, PLC, AJB, AGC, ANS
Wi-Fi	Yes, integrated dual-band Wi-Fi 802.11 a/b/g/n/ac (2.4GHz & 5GHz)
Wi-Fi Encryption	WEP, WPA/WPA2, WPA Enterprise
Graphic	2.4 inch (240x320) TFT color LCD
Peripherals	3 soft keys, dial, hangup, speakerphone, phonebook, backlit keypad, proximity sensor, accelerator, vibration motor, volume button and navigation keys
Push-to-Talk	Customizable button for push-to-talk, panic call and other related functions
Bluetooth	Yes, Bluetooth 4.2
Auxiliary Ports	3.5 mm headset jack, Micro USB port for charging , dual-MIC, dual-color LED
Telephony	Hold, transfer, forward, 3-way audio conference, downloadable phonebook (XML, LDAP, up to 1000 items), call waiting, call log (up to 100 records), off-hook auto dial, auto answer, click-to-dial, flexible dial plan, hot desking, personalized music ring- tones and music on hold, server redundancy and fail-over, push to talk
Operating System	Android 7.0, supports custom Android apps that fit the phone's screen/keyboard *When using Android applications, limitations may apply. No touch-screen available, only physical-key browsing on small LCD 320x240 screen.
Security	User and administrator level passwords, MD5 and MD5-sess based authentication, 256-bit AES based secure configuration file, SRTP, TLS, 802.1x media access control
HD Audio	Yes, both on handset and speakerphone with support for wideband audio, HAC supported
QoS	802.11e (WMM) and Layer 3 (ToS, DiffServ, MPLS) QoS
Multi-language	English, Arabic, Chinese, Czech, Dutch, German, French, Hebrew, Italian, Japanese, Polish, Portuguese, Russian, Spanish, Turkish and more
Upgrade/Provisioning	Firmware upgrade via TFTP/HTTP/HTTPS, mass provisioning using TR-069 or encrypted XML configuration file, manual upload, USB upgrade
	Input: 100-240VAC; Output: +5VDC, 1A (5W) 1500mA Li-ion battery, 150h standby time and 7.5h talk time

Power & Green Energy Efficiency	
Physical	Headset dimensions: 168.5 x 52.5 x 21.8mm Charger cradle dimensions: 76 x 73 x 81mm Handset weight: 161g Handset package weight (not including QIG): 456g
Temperature and Humidity	Operating Temperature: 0ºC to 45ºC; Operating Humidity: 10-90% (non-condensing) Storage Temperature: -20ºC to 60ºC; Storage Humidity: 10%-90% (non-condensing)
Package Contents	Handset unit, universal power supply, charger cradle, belt clip, 1 Li-ion battery, Quick Start Guide
Durability	Drop-safe from 1.2-meter height
Compliance	FCC, CE, RCM, EAC

Locations for installation of IPPBX System

Sl No	Location	Address
1	Head Office	OMC House, Gopabandhu Marg, Unit-4, Bhubaneswar
2	Boyanika	Bayan Bhavan, Unit 3, Pandit Jawaharlal Nehru Marg, Bhubaneswar,
3	Daitari RO	Daitari, PO:Talapada, Dist:Keonjhar
4	Bangur RO	Bangur, PO:Dhanurjaypur, Dist:Keonjhar
5	J K Road RO	J.K Road, PO:F.C.Plant, Dist:Jaipur
6	Barbil RO	Barbil, PO:Barbil, Dist:Keonjhar
7	Koira RO	Koira, At/PO.Koira, Dist:Sundargarh
8	Rayagada RO	Rayagada, PO:Rayagada, Dist:Rayagada
9	Gandhamardan RO	Gandhamardan iron Ore Mines P:OSuakati, Dist:Keonjhar

3.   **Delivery period and contract period**

The complete solution shall come with 1-year warranty and additional 4 years AMC post Go-live of the system.

4.   **Milestones**

OMC envisages the successful implementation of the project within a timeframe of 8 weeks (60 days) from the date of issue of Purchase order. The bidder shall need to maintain and support the system for a period of 48 months post implementation support of 3 Month and completion of one-year warranty period.

Sl. No.	Milestone	Time of Completion
1	Project Start	T= Date of issue of PO
2	Kick-off Meeting: (Submission of Detailed implementation plan/roadmap, Signing of contract agreement and submission of performance Bank Guarantee)	T+1 Weeks
3	Delivery of the ordered items as per the work order at HO & Ros of OMC	T+4 Weeks
4	Installation and Commissioning of Central Infrastructure (both hardware and software)	T+5 Weeks
5	Installation, commissioning and FAT of Edge/site location Infrastructure like IP Phones, Switches etc.)	T+6 Weeks
8	Testing of IP Telephony System	T+6 Weeks
Training and Capacity Building (The successful bidder has to ensure in house training to OMC employees)		
9	Development of Training Plan & Curriculum	T+7 Weeks
10	Development of Training Material	
11	Training to identified key stake holders	T+7 Weeks
12	Preparation of FAQ document	
Go- Live		
13	Go-live of IP telephony system	T+8 Weeks
Annual Maintenance Contract		
14	Overall IP telephony system maintenance and support	For a period of 48 months post Warranty period

Above schedule is an estimate. However, detailed project schedule shall be finalized in joint consultation by project team of OMC and the implementing vendor

* Bidder will need to strictly adhere to the implementation schedule and obtain final acceptance as per the implementation schedule

5. **Payment terms**

- 90% payment along with 100% GST shall be made at Head Office against payment schedule mentioned at Annexure – F of IP Telephony System duly certified by the authorized representatives of OMC. The agency shall submit the bill accordingly.

- Balance 10% payment shall be released at Head Office after successful completion of one year warranty period from the date of Go-live of solution or on submission of P.B.G. of an amount equivalent to 10% of the total contract value in OMC format as per Annexure-E which shall be valid for one year plus twelve months as claim period. The PBG shall be returned after submission of BG of amount equivalent to 10 % of four (4) years AMC charges which shall be valid for four (4) years plus twelve months claim period as PBG. If the performance of the successful bidder found to be un-satisfactory during the AMC period the PBG shall be invoked by OMC.

- TDS under IT Act and GST Act as applicable & other 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.

- AMC charges shall be paid quarterly on successful completion of each quarter subject to satisfactory performance and acceptance by HOD, IT and on submission of Invoice for the same. AMC period shall be considered to start after completion of one year warranty period.

6. **Liability for Breach in SLA**

6.1. Default in the Bidder's Performance

Delivery of the Services and performance of the activities mentioned in the Contract shall be made by the Bidder in accordance with the time schedule specified in the Contract and Scope of Work.

Default in rendering services, performance and its obligations during the contract period, the Bidder shall be liable to any or all of the following actions:

(a) Invocation of its Performance Guarantee.

(b) Imposition of Penalty for application down

(c) Termination of the Contract for default

If OMC fails to provide space and related clearances to carry out the job as per the agreement terms, as a result of which the installation of the equipment is delayed and the selected agency is not able to adhere to the schedule for completing the Acceptance

Tests. Delay solely on account on above will not be accounted while ascertaining actual delay and penalties thereof.

SLA during Warranty & AMC

Support Category	Criteria	Resolution Timeline	Maximum Response Time	Penalty on AMC (If not resolved within Resolution timeline)
Critical	The system is unable to be used for normal business Activities. There is certainty of financial loss to OMC.	6 Hours	2 Hours	Per hour Cost Rs.500
Urgent	There is a problem with part of the system, which impacts OMC's decision making. No viable workaround is available. There is a likelihood of financial loss.	12 Hours	4 Hours	Per hour Cost Rs. 400
High	The efficiency of users is being impacted, but has a viable workaround.	24 hours	8 Hours	Per hour Cost Rs. 100
Medium	A low impact problem that affects the efficiency of users but has a simple workaround.	48 Hours	16 Hours	
Low	A fault, which has no particular impact on processing of normal business activities.	72 Hours	24 Hours	

All the Penalties/Liquidated Damages shall be recovered along with applicable GST. Invoice for the same shall be issued by OMC.

6.2. Bidder's Responsibilities and Liabilities

TRADE SECRETS, COPYRIGHT & PATENT INDEMNITY

Bidder will defend all actions against OMC claiming that the software infringes any trade secret, copyright or duly issued patent or any other repute of third parties. Bidder shall compensate OMC for any expenses, damage or loss suffered as a result of any claims or proceeding against them for infringement of any intellectual property reputes of third parties as aforesaid.

Bidder shall be responsible for all liabilities arising out of or in connection with damage to data, computer database or any other software residing on their computer; computer system or computer network is caused.

Denies or causes the denial of access to any person authorized by OMC to access any computer, computer system or computer network by any means.

Provides any assistance to any person to facilitate access to a computer, computer system or computer network in contravention of the provisions of IT Act 2000, rules or regulations made there under and subsequent amendments;

- Tampering with computer source documents
- Hacking with Computer System
- Breach of confidentiality and privacy

6.3. Warranty

a) The bidder shall provide warranty for satisfactory performance of all the materials used in IT Telephony system for a period of one (1) year from the date of successful Go-Live. The bidder shall replace defective materials (If any) free of cost during the warranty period.

b) The warranty shall be in the name of OMC.

c) The successful bidder also shall provide warranty for a period of one year for the service provided by them. If the same work needed within the warranty period the service provider shall carryout the work on free of cost.

7. Taxes & Duties

7.1. **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 authorised 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 invoices.

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.

7.2.   **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.

8.   **Liquidated Damages**

8.1.   If the Service Provider fails to deliver the services within the delivery period and any extension thereof, unless such failure is due to force majeure situation or due to OMC's default, liquidated damages (LD) shall be imposed by OMC on the Service Provider. However, imposition of LD shall be without prejudice to the other remedies available to OMC under the terms of the Service Order / Agreement.

8.2.   In case of delay in delivery of the services, the LD shall be calculated as 2% (two per cent) of the value of the Contract value (excluding taxes and duties) in respect of which the delay in delivery has occurred for each month or part thereof of delay, subject to a maximum value of 10% of the value of the Contract value (excluding taxes and duties). GST on LD shall be recovered in addition to the LD amount.

8.3. The delivery period shall start from the date of acceptance of the Service Order / Agreement or seven days from the date of issue of Service Order / Agreement, whichever is earlier.

8.4. OMC shall have full liberty to realise the LD through the following ways:

A) Appropriation of the Performance Security; OR

B) Appropriation the of EMD (in case provision of Performance Security does not exist); OR

C) Reduction of the invoice/document value and release of the payment accordingly

8.5. Any waiver of LD shall be at the sole option of OMC only and any extension must be in writing and with the approval of the competent authority of OMC.

8.6. If at any time during the Service Order / Agreement, the Service Provider encounters conditions that may impact the timely performance of services, the Service Provider shall promptly notify to OMC in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the OMC shall evaluate the situation and may at its discretion waive the LD on the request of the Service Provider.

9.   Designated nodal officer and key contacts of OMC

10.   Limitation of Liability

10.1. Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider under the Service Order / Agreement or otherwise shall be limited to 100% of Service Order / Agreement price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

11.   Compliances to policies and standards adopted or to be adopted by OMC
11.1. The Service Provider shall abide by and ensure compliance with the following policies and standards adopted or to be adopted by OMC:

i)   Integrated Management System (IMS) policy of OMC – as available on the website of OMC (http://omcltd.in/2016/Portals/0/PDF/English.pdf) and as may be updated by OMC from time to time

OMC | ODISHA
NEW OPPORTUNITIES

ii)   Sustainable Development Framework (SDF) – The Ministry for Mines, Government of India has implemented a "Star Rating" system for mining leases to promote sustainable development practices, which includes addressing the social impact of resettlement and rehabilitation and key information's of the mining activity including mines basic information's environmental safe guard measures, CSR activities as a whole. A star rating program is the implementation to be given to mining leases for the efforts and initiatives taken for implementation of the SDF. In order to implement its performance with respect to the SDF on environmental, social and operational aspects, OMC has constituted a Sustainable Development Unit (SDU). In this context, the Service Provider shall adhere to implement at its own costs all aspects, requirements and directives of the SDF and SDU as may be applicable to the Service Provider.

Annexure 2A: Proforma of the Agreement to be Signed between OMC and the Service Provider

Ref: [•]

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

BETWEEN

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

AND

M/s. [•], a company incorporated under the provisions of the Companies Act, 1956/2013 or a 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 [•] services to its clients, and have represented to OMC through their bid(s), against Bid document No. [•] dated [•] (hereinafter called the "Tender") for the Procurement of Services - [•] (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 on the terms and conditions set forth in this Agreement;

NOW THEREFORE THE PARTIES hereby agree as follows:

1.   The mutual rights and obligations of the Service Provider and OMC shall be as set forth in this Agreement, in particular:

(a)   The Service Provider shall provide out the services in accordance with the provisions of this Agreement; and

(b)   OMC shall make payments to the Service Provider in accordance with the provisions of this Agreement.

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)   <Other important terms and conditions may be included>

(d)   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

(e)   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

(f)   All the terms and conditions as per the Bid document 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 Agreement to be executed by their respective authorized representatives on the day and year first before written.

For and on behalf of Odisha Mining Corporation	For and on behalf of M/s.
(Authorized Representative)	(Authorized Signatory)
Name:	Name:
Designation:	Designation:
Odisha Mining Corporation	Name of the Service Provider:
OMC House, Bhubaneswar-751001	Address:

In presence of the following witnesses

Name:	Name:
Designation:	Designation:
Odisha Mining Corporation	Name of the Service Provider:
OMC House, Bhubaneswar-751001	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 Bid document no. [•] dated [•] published by the Odisha Mining Corporation Limited for the "Procurement of Services – [•]", 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

…………………………………………………………………..   1.
(Signature, name, designation and address)

                                                                                        2.

Accepted

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

Annexure 4: Price Bid Format

Sl. No.	Description	Qty	HSN CODE OF MATERIAL/SAC CODE OF SERVICES	Price per Unit	GST Amount (in Rs.) (1)	Total Price including GST amount (in Rs.) (1+2)
1.	Core IP Telephony Server IP PBX system with all the required hardware, software, Cabling, Accessories etc.	2				
2.	Voice Gateways with required cabling, accessories and all applicable licenses to handle at least 2 PRI lines	1				
3.	Perpetual License for Lines including Conferencing Solution for Audio & video both	500				
4.	FXS Gateway for converting IP to Analog (120 lines)	1				
5.	Self-Survival Remote Gateway/IPPBX for 100 users at each RO with future expandability	8				
6.	IP Phone (Type-A), patch cord (3Mtr), headset with Mic and other accessories	20				
7.	IP Phone (Type-B) with patch cord (3Mtr), and other accessories	300				
8.	Power adapter for IP Phones	200				

9.	IP Phone (Type-C) with lithium ion battery, charger and other necessary accessories as per specification	5			
10.	AMC (Hardware + Support Service) of the solution for 1st year				
11.	AMC (Hardware + Support Service) of the solution for 2nd year				
12.	AMC (Hardware + Support Service) of the solution for 3rd year				
13.	AMC (Hardware + Support Service) of the solution for 4th year				
	Total				

Note:

    I)   Only type written price will be accepted

    II)   In case of disagreement between price in figure and word, price in words will prevail over price in figure.

Signature of the Bidder with seal

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: Check-list 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 Chapter 7 and Clause 8.15.1)		
2	Incorporation related documents (Refer Clause 8.15.1)		
3	Tax related documents (Refer Clause 8.15.1)		
4	Declaration by the Bidder – Annexure 5		
5	Proof of payment of Tender Paper Fee		
6	Proof of payment of EMD/ documents related- to exemption from the same		
7	Power of Attorney - Annexure 3		
8	Copies of relevant ISO and/or CMMI certificates		
9	Signed copy of check list with seal - Annexure 6		
10	Bank details – Annexure 7		
11	Documents towards fulfillment of Technical Scoring criteria as per Clause 8.19.6		
12	Others		

Date   Signature of the Authorized Signatory of the Bidder with Seal

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

To

The 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 The 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 Andhra Bank

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 COMMERCIAL BANK OPERABLE / EXECUTABLE AT BHUBANESWAR

DATE : _____

BANK GUARANTEE

Name of Bank:

To
The Odisha Mining Corporation Limited,
Bhubaneswar

Dear Sir,

Guarantee No. …………………………
Amount of Guarantee Rs …………………….. /-(Rupees………………………………)only.
Guarantee cover from……………... to …………………..
Guarantee remain full force ………………………
Last date for lodgment of claim: ……………….(Twelve months from the date of expiry).

This Deed of guarantee executed by (Bank Name) **………………………….**, constituted under the **Banking Companies (Acquisition & Transfer of Undertaking) Act……………** having its registered office at **…………………………….** and amongst other places, a branch at **. . . . .** (hereinafter referred to as the Bank) in favour of The Odisha Mining Corporation Ltd., **Bhubaneswar**(hereinafter referred to as OMC, the beneficiary) for an amount not exceeding Rs ………………… /- (Rupees ……………………..) only at the request of **M/s. ………………………………** (hereafter referred to as the agency).

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

For (Bank) Seal

Branch Manager

Branch

SUBJECT TO AS AFORESAID
(Main guarantee matter may be typed hereafter)

BG No :………………………………………

Date:……………………………………….

Amount:………………………………………

Valid period from ………. to …………

Claim period…………………………………

The Odisha Mining Corporation Ltd BBSR (herein after called as the OMC) has agreed to accept from M/s ………………………………………………………. at …………………………………… PO ………………………………. PS …………………………District……………………….,State……………………, (herein after called as Agency) a bank guarantee for Rs. ……………………… (Rupees …………………………………………) only for the period from ………………to………………. with a further claim period of twelve months & the last date of lodgment of claim within ………………towards ISD/Performance Guarantee in connection with …………………………….Work/ Contract/ PO/ Tender No. & date.

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

We ………………………………. (Bank)……………………………….…..branch, further agree that if a demand is made by the OMC, have no right to decline to cash the same for any reason whatsoever . The fact that there is a dispute between the said Agency and the OMC is no ground for us to decline to honour invocation the Bank guarantee and such invocation is a sufficient reason for the OMC to enforce the bank guarantee unconditionally without any reference to the said Agency, within 48 hours excluding holidays.

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

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

If notice of demand is served on the Bank and for this purpose it shall be deemed sufficient if such notice is served on our branch at ……………………Bhubaneswar, by the OMC before the last

date of lodgment of claim under this guarantee, then not withstanding anything to the contrary herein contained, the liability of the Bank under this guarantee shall be enforceable as due to us.

BG No :………………………………………

Date:…………………………………………….

Amount:………………………………………

Valid period from ……….. to …………

Claim period…………………………………

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

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

Notwithstanding anything contained herein above:

1. All claims under this guarantee must be presented to …………………(name of the Bank)………….(Branch), Bhubaneswar (Odisha) .
2. Our liability under this Bank Guarantee shall not exceed Rs. ……………(Rupees …………………………………………)only.
3. This guarantee will not get discharged due to change in the constitution in the Bank or the said agency.
4. This Bank Guarantee shall remain valid up to ………….. (Date of expiry) with additional claim period of twelve months and claim under this guarantee can be served on or before …………… (Last date of lodgment of claim).
5. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if OMC serves a written claim or demand on the Bank at our ………..branch at Bhubaneswar on or before ……………. (Last date of for lodgment of claim.)
6. We declare that this Bank Guarantee is not tainted with fraud and is furnished in the written request of the Agency.

Signature:

Name:

Address

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

Annexure 9: Relationship with OEM

Bidder needs to enclose the **authorization on OEM's letterhead** for direct OEM support for major critical equipment's like IP Telephony system, routers, switch network device etc. During the contract period, if OEM declares any equipment as end of support for any reasons, OEM has to replace that equipment with better or equivalent products without any cost to OMC. OEM has to also submit on their letter head, complete details on the support available for the equipment, their end of support dates and replacement model if any. Format enclosed:

"Format for Certificate of Support from OEM"

To,   Date: __/__/___

CGM (Material),

Odisha Mining Corporation Limited,

Bhubaneswar 751001, Odisha

Subject: Support for <<Name of OEM>> Inventory installed and in use for" _____ "

Reference: RFP No: <Bid Ref. NUMBER> Dated <DD/MM/YYYY>

Certified that the hardware / software proposed by M/s _____, for which our company, <<Name of OEM>> is the OEM, has been quoted for support in the bid.

Subject to existence of valid pre-purchased support contract with <<Name of OEM>> we undertake to provide the following:

1. TAC Support for operation, maintenance and upgrade of the quoted product on 24 x 7 basis up to _____.
2. RMA replacement when required identified and approved by "Name of OEM" Technical Team (with an equivalent or upgrade model)
3. Full support towards migration to IPV6 for the _____ network by studying, planning, designing and recommending the migration path and methodology.

We also certify that the Bidder and <<Name of OEM>> have agreed to execute agreement in the above respect subject to the Bidder being selected for the Project and Bidder loading support order on <<Name of OEM>>, a copy of same shall be shared with you, with in 1 month of ordering of support by Bidder.

For Partner   For OEM

Authorized signatory of Bidder   Authorized signatory of OEM

<<BILL OF MATERIAL>>

Annexure 10: OEM Undertaking for Back-to-Back AMC support for 4 Years

(On OEM letter Head signed by Authorized Signatory)

To,   Date: __/__/___

Chief General Manager (Material),

Odisha Mining Corporation Limited,

Bhubaneswar 751001, Odisha

Ref: RFP no. _____

Subject: OEM undertaking for back-to-back AMC support for the quoted products in the RFP no._____

Dear Sir,

We, _____., with address _____

_____, do hereby confirm that we will be offering _____as part of our solution for the abovementioned RFP.

We hereby confirm that the offered Products in the referenced RFP will be provided with a back-to-back 24x7x365 support subscription covering upgrades, updates, patch updates, bug fixes, Fault Reporting, Trouble Ticketing, call resolution etc. available for the period of four years through_____ (SI/Bidder) from the date of completion of warranty period.

Thanking you,

(_____)

Note: Power of Attorney should be enclosed with the document confirming the signing person as an authorized signatory.