



**ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A GOVERNMENT OF ODISHA UNDERTAKING)**

OFFICE OF THE CHIEF GENERAL MANAGER, IT

OPTCL CIN: U40102OR2004SGC007553

GSTN :21AAACO7873L1Z6

**e-TENDER CALL NOTICE NO.02/2025-26
FOR
IT FACILITY MANAGEMENT SERVICE**

Tender documents Price-Rs. 12,000/- + 18 % GST = Rs. 14,160/-

EMD- Rs.1,00,608/-(Rupees One Lakh Six Hundred Eight) only

For further details, please visit the Official Website of OPTCL “www.optcl.co.in”
& e-Tender Portal of OPTCL “www.tenderwizard.com/OPTCL”

Tender paper cost and EMD in the form of DD in original should be submitted to the office on or before the last date of Submission of Tender.

PART-1

SECTION-I- TENDER NOTICE

SECTION-II- INSTRUCTION TO BIDDER

SECTION-III- GENERAL TERMS & CONDITIONS

SECTION-IV- TECHNICAL QUALIFICATION SCHEDULE

(TO BE FURNISHED IN THE GIVEN EXCEL FORMAT)

SECTION-V- PRICE SCHEDULE (TO BE FURNISHED IN THE EXCEL FORMAT)

PART-II

Issue of online Tender Documents : From 05.03.2026 (10:00 Hrs) to 19.03.2026 (12:31 Hrs)

Last date of submission of online Tender: Up to dt-19.03.2026 (16:00 Hrs)

Date of opening of Techno-commercial Bid: on dt. 20.03.2026 (11:30 Hrs)

Note:

1. In case the due date for opening of tender happens to be a holiday, then tenders would be received & opened on the next working day at the same time.
2. Please note that the tenders against this tender enquiry are being invited **through e-tendering mode**. In case of any clarification the prospective bidders may contact this office as mentioned above.
3. **The prospective bidders are requested to get their digital signatures (Class-3) well in time** for participation in the tender and no request for extension on this account will be entertained.
4. Manual tenders in any form/case will not be accepted.

PART-I
SECTION-I
e-TENDER CALL NOTICE No 02/205-26

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD, **Chief General Manager(IT), OPTCL** invites Bids from eligible Bidders for "IT FACILITY MANGEMENT SERVICE". Bidders should not have any legal suit against OPTCL / GRIDCO Ltd / SLDC are only eligible for submission of Bids. Firms banned / blacklisted for business dealings by any organization are not eligible to participate in the tender. Participation in the tender by suppression of the above facts shall invite penal action, whenever detected.

Sl	e-Tender No	EMD	Tender Paper Cost With GST	Tender Processing Fees with GST
1	02/2025-26	Rs.1,00,608/-	Rs.14,160/-	Rs. 5,900/-

NB: Failure to furnish/upload any or all information as required as a part of Bid document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

The interested bidders would be required to enroll themselves on the tender portal www.tenderwizard.com/OPTCL and must possess Class 3 Digital Signature Certificate.

Complete set of bidding documents are available at www.tenderwizard.com/OPTCL from dt-**05.03.2026 (10.00 Hrs) To dt- 19.03.2026 (12.30 Hrs)** Interested bidders may visit OPTCL's official web site <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL for detail specification.

The prospective bidders are advised to register their user ID, Password, company ID from website www.tenderwizard.com/OPTCL by clicking on hyper link "**Register Me**".

Any clarifications regarding the scope of work and technical features of the tender can be had from the undersigned during office hours.

N.B:- All subsequent addendums/corrigendum to the tender shall be hosted in the OPTCL's official website <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL only.

Chief General Manager (IT)
OPTCL

SECTION-II

INSTRUCTION TO BIDDERS

The bidders can view the tender documents from website free of cost.

1. Submission of Bids:-

The bidder shall submit the bid in Electronic Mode only i.e www.tenderwizard.com/OPTCL. The bidder must ensure that the bids are received in the specified website of the OPTCL by the date and time indicated in the Tender notice. Bids submitted by telex/telegram will not be accepted.

No request to collect the Bids in physical form will be entertained by the OPTCL.

2. Registration in tenderwizard portal

For all the users it is mandatory to have Class 3 Digital Signatures Certificate.

1. Click "Register", fill the online registration form.
2. Pay the amount of Rs. 2,360/- for registration fee through e-payment gateway.
3. This registration is valid for one year.
4. Send the acknowledgment copy for verification.
5. As soon as the verification is being done, the e-tender user id will be enabled.

After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e- tendering User Id and Password which has been received after registration and acquisition of DSCs.

3. Using tenderwizard.com/optcl

Intending bidders please follow the instructions as below:

1. Insert the PKI (which consist of your Digital Signature Certificate – Class 3) in your System. (Note: Make sure that necessary software of PKI be installed in your system).
2. Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
3. Go to Start > Programs > Internet Explorer.
4. Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.
5. Enter e-tender User Id and Password, click on "Go".
6. Click on "Click here to login" for selecting the Digital Signature Certificate (DSC).
 - a. Select the Certificate and enter DSC Password.
 - b. Re-enter the e-Procurement User Id Password

7. To make a request for Tender Document, Bidders will have to follow below mentioned steps.
- a. Click “Un Applied” to view / apply for new tenders.
 - b. Click on Request icon for online request.
 - c. Enter the required fields including details of D.D for tender Processing fee.
 - d. After making the request Bidders will receive the Bid Documents which can be checked and downloaded by following the below steps:
 - e. Click to view the tender documents which are received by the user.
 - f. Tender document screen appears.
 - g. Click “Click here to download” to download the documents.
 - h. After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.
 - a. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.
 - b. Note down / take a print of bid control number once it displayed on the screen
 - i. Tender Opening event can be viewed online.
 - j. For any e-tendering assistant contact, help desk number mentioned below.**
 - a. Bangalore- 080-40482000**
 - b. Mr. Satyamanyu- mob: 09937140591**

4. Submission of Fees

- a. Cost of Tender Paper
The bidders who want to participate in the tender shall have to pay **Rs.14,160/- (Rupees Fourteen Thousand One Hundred Sixty only) non-refundable** (including GST @ 18%) towards the cost of tender document, **as per payment mode described at d. below.**
- b. **EMD of Rs. 1,00,608/- (Rupees One Lakh Six Hundred Eight)** Only as per payment mode described **at section d. below.**
- c. Tender Processing fee

The bidders shall have to submit non-refundable amount of **Rs.5,900/- (Rupees Five Thousand Nine Hundred only)** towards the tender processing fee through **e-payment mode.**

(NOTE: For deposit of tender processing fee to K.S.E.D.C. Ltd. Bangalore, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card and Net Banking)

- d. **Payment of EMD , Tender Cost** can be made in the form of **e-BG/Demand draft**, drawn in favour of **D.D,O(HQrs) OPTCL Bhubaneswar Payable at Bhubaneswar** .

Or electronic payment as per below particulars

Name of Account Holder	D.D.O HEAD QUARTERS, O.P.T.C.LTD
Current A/c No.	380801014022030
IFSC Code.	UBIN0538086
Bank	Union Bank of India Main Branch Bhubaneswar

- e. The validity of the EMD in the form of Bank Guarantee shall be at least for 300 days from the date of opening of tender failing which the tender will be liable for rejection.

5. The bidders shall scan the Demand Draft / e-B.G/ Acknowledgment of e-payment towards, EMD, Tender paper Cost, tender processing fee and upload the same in the prescribed form in **.pdf** or **.jpg** format in **addition to sending the original (if DD for EMD, Tender Cost) as stated above.**

6. Validity of the Bids: -

The bidders are requested to keep the validity of their offer for a period of 180 days from the date of opening of the tender, and rate remains same throughout the validity period, failing which the tenders will be rejected.

7. PRICE: -

The bidders are advised to quote their rate as per the price schedule attached with specification and shall remain firm inclusive of all taxes & duties, labour charges etc. within the validity of the tender. However GST will be paid extra as per Govt. Prevailing rule.

PRICE SCHEDULE

Bidders have to fill the price through online in (EXCEL FORMAT) Sample format is Shown at Section-V

8. Bidders to be fully conversant with the clauses of the Specification:

Bidders are expected to be fully conversant with the meaning of all the clauses of the specification before submitting their tenders. In case of doubt regarding the meaning of any clause, the bidder may seek clarification in mail to **cgm.it@optcl.co.in**. This, however does not entitle the bidder to ask for time beyond due date, fixed for receipt of tender.

9. Eligibility Documents to Accompany the Bid

Sl	Criteria	Proof
1	The registered Office / branch Office of the FM Service Provider must be located within the jurisdictional area of Bhubaneswar, Odisha.	Valid address proof of the office (Copy of the Telephone / Electricity Bill / Municipality Certificate as per Shop and Establishment Act / GSTN with Local address <i>* Agreement papers with house owners or Affidavits will not be accepted</i>
2	The agency should not have been blacklisted by any Central / State government, or any other public sector undertaking or a corporation as on the date of this RFP or if black listed not yet exonerated.	An undertaking to this effect to be furnished by the bidder as per the prescribed format [Form – 2]
3	Must not deploy Facility Management Service Resource having any pending judicial proceedings or any criminal offence	An undertaking to this effect to be furnished by the bidder as per the prescribed format. [Form – 2 i]
4	Statutory Certification PAN, GSTN, EPF, valid statutory registrations / licenses as per law for providing Service outsourcing	Photo Copies
5	Quality Certification SEI CMM Level 3 or higher, and Any one of the below ISO 9001:2015 / ISO 20000-1:2018 / ISO 27001, the certificate be valid as on date & throughout the contract period Quality Certificates must be in related field i.e designing, monitoring & operation of IT Infrastructure & Network/ IT Security / IT Service	Photo Copies
6	Net worth The company must be positive net worth in last three financial years ending at 31st March 2025.	Certificate from the Statutory Auditor along with UDIN OR Copy of Audited Balance Sheet with UDIN

7	Should have at least 1 (one) ongoing contract in similar service valued more than Rs.1 crore with a government / PSU/government undertaking in a single order on the date of submission of bid.	PO Copy
8	Experience No of years of experience in providing manpower in IT / IT FMS / ITES scope to Central/ State Govt./PSU/ Public Companies	5 Years
9	Deployment of manpower to Central/State PSU/Reputed Organization in India for similar type assignment undertaken in last 5 years	Minimum 20
10	Average Annual Turn Over for the Last 3 Financial Years (2024-25, 2023-24,2022-23)	Rs 400 Lakhs

Bidders are required to submit the below documents

- a. 10 no of Document as above
 - b. Form-1- technical compliance sheet (duly signed) to be uploaded in *.pdf format.
 - c. Abstract of Terms & conditions in prescribed Performa in excel sheet. To be keyed in the Techno commercial bid sheets provided.
 - d. PO Copies in support of experience in .pdf format
 - e. Financial statements (P&L Account & Balance Sheet Certified by Statutory Auditors with valid UDIN)
 - f. Schedule of prices in the prescribed Performa in the price bid sheet provided in *.xls format. (Sample at Section V)
10. Conditional Offer: Conditional offer shall not be accepted.
11. Arithmetical error :
In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the Bidder.

Section IV

General Terms and Conditions

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A. DEFINITIONS :

1. *'Agreement' means 'Agreement for providing Facility Management Service' to be executed between OPTCL and Facility Management Service Provider pursuant to award of LOA on the successful bidder.*
2. *'Buyer' or 'Purchaser' means Odisha Power Transmission Corporation Limited ('OPTCL') having its registered office at OPTCL Tech Tower, Saheed Nagar, Bhubaneswar, Khurda, Odisha-751007, with whom the Selected Bidder signs the Agreement for the services as per the Scope of the Work.*
3. *'Contract Period' is the period granted for undertaking IT Facility Management Services commencing from the Effective Date for the duration as defined in this document.*
4. *'Facility Management Service' (FMS): means the services to be delivered by the Facility Management Service Provider as per the Scope of the Service defined below.*
5. *'Facility Management Service Provider' ('FM Service Provider ') means the successful bidder who shall execute the Agreement for Providing Facility Management Service as per the Scope of the Service defined below, in accordance with the terms & conditions of the Agreement and Tender Document.*
6. *'Facility Management Service Resource' shall mean the persons deployed by the FM Service Provider for carrying out the work as per the 'Scope of the Work' detailed below.*
7. *'LOA' means Letter of Award to be issued by OPTCL to the successful bidder.*
8. *'Tender Document' : means the documents forming the tender and acceptance thereof and the formal agreement executed between OPTCL and FM Service Provider, together with the documents referred to therein including these conditions and other instructions issued by the Buyer from time to time and all these documents taken together, and shall be complementary to one another.*
9. *'Works' or 'work' means the work(s) described in the "Scope of Work"*
10. *Help Desk means: The Work described in D. 2.(1) in the "Scope of work"*
11. *End User means any employee, trainee, apprentice of OPTCL, or any other person duly authorized by OPTCL to access and use its IT systems, or applications.*
12. *"Purchaser's Representative" shall mean any person or persons or consulting firm appointed and remunerated by the Purchaser to supervise, examine performance of IT Facility Management Service, and / or consignee. It is to be notified later.*
13. *"Month" shall mean "Calendar month".*

14. Terms and conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, failing that in the ODISHA General Clauses Act.

B. ELIGIBILITY

Sl	Criteria	Proof
1	The registered Office / branch Office of the FM Service Provider must be located within the jurisdictional area of Bhubaneswar, Odisha.	Valid address proof of the office (Copy of the Telephone / Electricity Bill / Municipality Certificate as per Shop and Establishment Act / GSTN with Local address <i>* Agreement papers with house owners or Affidavits will not be accepted</i>
2	The agency should not have been blacklisted by any Central / State government, or any other public sector undertaking or a corporation as on the date of this RFP or if black listed not yet exonerated.	An undertaking to this effect to be furnished by the bidder as per the prescribed format [Form – 2]
3	The Facility Management Service Resource to be deployed by the FM Service Provider must not have any pending judicial proceedings or any criminal offence.	An undertaking to this effect to be furnished by the bidder as per the prescribed format. [Form – 2 i]
4	Statutory Certification PAN, GSTIN, EPF, valid statutory registrations / licenses mandatory as per law for providing Service outsourcing	Photo Copies
5	Quality Certification SEI CMM Level 3 or higher, and Any one of ISO 9001:2015 / ISO 20000-1:2018 / ISO 27001, the certificate be valid as on date & throughout the contract period Quality Certificates must be in related field that is designing monitoring & operation of IT Infrastructure & Network/ IT Security / IT Service	Photo Copies
6	Net worth The company must be positive net worth in	Certificate from the Statutory Auditor with UDIN

	last three financial years ending at 31st March 2025.	OR Copy of Audited Balance Sheet with UDIN
7	Should have at least 1 (one) ongoing contract in similar service valued more than Rs.1 crore with a government / PSU/government undertaking in a single order on the date of submission of bid.	PO Copy
8	Experience No of years of experience in providing manpower in IT / IT FMS / ITES scope to Central/ State Govt./PSU/ Public Companies	5 Years
9	Deployment of manpower to Central/State PSU/Reputed Organization in India for similar type assignment undertaken in last 5 years	Minimum 20
10	Average Annual Turn Over for the Last 3 Financial Years (2024-25, 2023-24,2022-23)	Rs 400 Lakhs

C. EVALUATION

1. The technical proposal of the bidders will be evaluated as per the prescribed technical score and the bidders who score 70% or above will be technically qualified and shall be considered for financial evaluation.
2. L1 (lowest offer price) among the technically qualified bids is selected on price criterion alone.
3. In case of two or more bidders have same L1 price, Lottery will be made to select the bidder for award of contract.
4. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final during the overall selection process.
5. **RIGHT TO REJECT/ ACCEPT ANY TENDER:**
The Purchaser reserves the right either to reject or to accept any or all tenders if the situation so warrants in the interest of the OPTCL.
6. **OUTRIGHT REJECTION OF TENDERS:**
Tenders shall be out rightly rejected if the followings are not complied with.
 - i. The bidder shall submit the bid in electronic mode only and shall submit the

- ii. proof of cost of tender document, EMD, Tender processing fee on or before the date and time of opening of the bid.
- iii. The Tender shall not be submitted telegraphically or by FAX or mail.
- iv. The Tender shall be kept valid for a minimum period of 180 days from the date of opening of tender.
- v. The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes and duties. Incomplete submission of this schedule will make the tender liable for rejection.
- vi. The bidder should quote 'FIRM' price only and the price should be kept valid for a minimum period of 180 days from the date of opening of the tender
- vii. The Price bid must comply minimum service charge of 3.85% corresponding to Govt of Odisha Finance Deptt Office Memorandum No 19595 Dt.11-07-2023

7. LCBS Criteria

Sl. #	Evaluation Criterion	Max Score	Min Mark	Documents Required
1	No of years of experience in providing manpower in IT / IT FMS / ITES scope to Central/ State Govt./PSU/ Public Companies	25	17.5	PO copy
	= 5 years - 17.5 mark			
	> 5 years and < 7 years - 20 Marks			
	7 Years and above - 25 Marks			
2	Deployment of manpower to Central/State PSU/Reputed Organization in India for similar type assignment undertaken in last 5 years	25	17.5	PO copy
	Deployment of 20-50 resources- 17.5 Marks			
	> 50 to 100resources - 20 Marks			
	Deployment of >100 - 25 Marks			
3	Average Annual Turn Over in Rs	20	14	CA certificate with valid UDIN
	4 Crore to < 10 Crore ->14 mark			
	10 Crore to < 25 Crore ->16 marks			
	25 Crore to < 50 Crore -> 18 marks			
	50 Crore and above -> 20 marks			

4	Methodology and Expertise to successfully Implement FMS Presentation on the following: 1. Understanding of the scope of work.	15	10.5	Presentation
	2. Quality Standards in FMS 3. Risk Mitigation and Crisis Management Plan 4. Training and Learning Plan for resources			
5	ISO Certificate 9001, 20000 - 10.5 marks 9001,20000,27000 -12 marks 9001,20000,27000,CMMi-3 SVC 2.0 or higher-15 marks	15	10.5	True Copies

D. SCOPE OF WORK

1. Sites:

	Network Support Service	Technical Help Desk Service	Maintenance Support Service	VC Support Service 16 MHRs / day	S/W Development Assistance Service 8 MHRs / day	Field IT Support Service
2025-26 Estimated MHRs	8 MHRs /day	48 MHRs /day	16 MHRs / day	16 MHRs / day	8 MHRs /day	104 MHRs / day
No of Service Resource / day	1	6	2	2	1	13
Site	OPTCL HQrs BBSR	OPTCL HQrs BBSR R	OPTCL HQrs BBSR	OPTCL HQrs BBSR	OPTCL HQrs BBSR	Zones-4 IT Zones-8 PTC Chandaka-1
	<p>OPTCL Office Locations- OPTCL HQRS Office 1 no, Zones-4 nos, Circles-16 nos, Divisions 64 nos GRIDs 192 nos, Subdivisions/sections 79 nos, Zontal IT center-8 nos. PTC Chandaka- 1 no</p> <p>Broad Category of IT FMS service in HQRS OPTCL IT Helpdesk service (min 32 man hours per day HQ) + (min 16 man hours per day HQ/Field), IT Maintenance Support Service min 16 man MHRs/day, VC Support Service Min 16 MHRs/day, Software Development Assistance service Min 8 Man hours per day</p>					

N:B OPTCL has right to increase or decrease the needed scope of service in the above scope. On need, the FM Service Provider is required to provide additional Facility Management Service Resource' in any of the above scope for utilisation in OPTCL or its related entities (units / corporations) on the same terms and conditions as this bid.

2. Detail Scope

1) Technical Helpdesk Service

Helpdesk service includes ensuring service through an online Helpdesk System to act as a single point-of contact, via a telephone number, email and Web Assistance for OPTCL's End Users needing assistance in the resolution of IT related problems, concerns, and questions and requesting services.

FM Service Provider will provide service through skilled Technical Help desk Facility Management Service Resources during agreed service window.

The Users can call the centralized Service Helpdesk to log the call and get assistance through a designated person who will provide telephone support during such hours.

FM Service Provider is required to develop and document service processes confirming to **reasonable ASL**.

(i) Technical Help Desk Services cover

Hardware: PCs, Printer, Scanner and other IT peripherals

Software: Legacy Systems like; Financial Accounting (TF), ERP Systems (e-Shakti), Newly implemented SAP modules, GIS, Digitization of Drawings, MS Project

- a) Provide high level support for hardware and software, by incident logging, provide first hand technical assistance on user call, forward the incident to appropriate section / officer for call resolution, assigning incident to appropriate Facility Management Service Resource to remedy a problem.
- b) Provide system status messages, as requested.
- c) Notify designated personnel of systems or equipment failures, or of an emergency.
- d) Provide OPTCL with complete and timely problem status through the problem tracking system, as requested;
- d) maintain an updated help desk personnel contact listing.

(ii). Management Services

- a) Provide "**ownership-to-resolution**" of all help desk calls, monitor and report on the progress of problem resolution, confirm resolution of the problem with the End User, and log the final resolution in excel or in help desk tool;
- b) Record, analyse and report on calls received by the help desk, including:
 - i. Call volumes and duration. ii. Incident & Problem trends. iii. Call resolution time
- c) Assign priorities to problems based on queries, and requests based on the guidelines/ASL provided by OPTCL.
- d) Monitor and report to OPTCL on performance of maintenance vendor engaged.
- e) Provide input to OPTCL on End User training requirements based on help desk call tracking and analysis
- f) Update contact list of users initially provided by OPTCL.

(iii) User Oriented Services

A). FM Service Provider 's Responsibilities

- a) Ensure availability for user requests, such as new user Ids, address changes, routing requests, and password changes.
- b) Advise the End User to take reasonable steps to backup information, if possible, prior to attempting to effect a resolution either by phone or hands-on during desk Side support service.
- c) Assist End Users with Office automation and e-Mail "HOW TO" and usage questions.
- d) Build FAQs and publish on help Desk so as to prompt avoidable calls.

B) OPTCL's Responsibilities

- a) Help FM Service Provider define help desk call prioritization guidelines, as a one- time activity or if necessitated during periodic reviews and/or on change in requirements, problem severity codes and escalation procedures.
- b) Define FAQs on various problem areas in H/W or S/W to be incorporated in the IT tool.
- c) Provide updated contact listing, as a one-time activity for use by help desk personnel in contacting OPTCL. Appropriate personnel for assistance/notification, as specified above.
- d) Initially, ensure all OPTCL, End Users has a basic level of understanding of the new service delivery process, including the Hardware, Software and Services to be supported by the Help desk.
- e) Communicate support responsibilities and procedures to OPTCL business unit contact personnel.
- f) Assist FM Service Provider, if requested, in the resolution of problems outside the scope of the work. For example
Third Party Contractors responsibilities or recurring problems, which are the result of End User error.
- g) Assist FM Service Provider in ensuring that OPTCL's other vendors report problem status and resolution back to the help desk.
- h) Provide an adequate level of system authority for all Hardware, Software and resources for which FM Service Provider has problem resolution responsibility and communications access.
- i) Assist FM Service Provider in the development of help desk operational procedures by providing input to and review and approval of such procedures. This will be a onetime exercise.
- j) Allow FM Service Provider, on case to case basis, to utilize remote access capability to remotely Diagnose problems if required; and
- k) Report problems and forward requests to the service desk.

2) IT Maintenance Service

Maintenance Support includes attending the calls of users assigned by helpdesk team related to issues associated with IT Peripherals like PC, Printer, Scanner and any other IT equipment at the sites of OPTCL and equipment brought for repair and maintenance from field units to Hqrs. OPTCL. They shall act as L2 Support after getting the call from the L1 team i.e. OPTCL IT Helpdesk Team.

This service provides maintenance for all IT equipment (desktop, laptop & peripherals such as printers etc.), including Warranty service management, coordination and claims processing. Any IT equipment not limited to desktop, laptop and printer not covered in warranty and AMC shall be checked by the team upon instruction from the concerned team for necessary maintenance. They shall pass on the status of the equipment to the concerned team in case escalation is required for the equipment to be made operational.

Desk Side Technical Support Services

This service provides maintenance for IT equipment (desktop, laptop & peripherals such as printers etc.), including Warranty service management, coordination and claims processing.

The FM Service Provider Resource shall be the first point of contact to visit physically, the equipment location for diagnosis of the problem after getting the call from the L1 Helpdesk team or from the end user. They shall escalate the call to the next level or to the concerned team only if the problem could not be resolved by their level and need special expertise/resource to resolve.

FM Service Provider's Responsibilities

- i) Provide single-point-of-contact to End Users for the resolution of Desk side related problems or to request an equipment upgrade or consultation.
- ii) Provide Desktop Maintenance services, corrective maintenance to remedy a problem, and scheduled health check to maintain the Desktop in accordance with manufacturers' specifications and warranties;
- iii) Ensure issue resolution with the appropriate vendor maintenance provider for Hardware maintained under third party agreement.
- iv) Upgradation or modification of existing hardware or software on desktop machine and servers which include substitution of hard-disk driver, upgrading java, oracle database to specific version etc.
- v) Coordinate and schedule maintenance activities with the End User and OPTCL appropriate support functions, such as network support, facilities support, etc., subject to the Change Management Procedures.

- vi) Implement Recovery Procedures. Escalate and render assistance to OPTCL for problems out of scope for FM Service Provider but are affecting the services.
- vii) Identify network, operational and software related problems and escalate to respective teams.
- viii) Implement Anti-Virus/Spam/Worm/Spy tools to be supplied by OPTCL.
- ix) Support for Logical Security Control and loading of patches/signatures as available for OPTCL

OPTCL's Responsibilities

- i) Allow access to Third party vendor maintenance personnel or FM Service Provider Resource or both jointly to OPTCL's designated locations for purposes of problem diagnosis and repair.
- ii) Provide a suitable environment for machines, as specified by the machine's manufacturer;
- iii) Provide all upgrades and replacements (not provided under a warranty or maintenance agreement);
- iv) Provide secured storage area for spare parts inventory.

3) IT Network Support Service

- i) Network support includes works related to network passive components like CAT-6 Cable laying, crimping etc.
- ii) The overall Management and Maintenance of Network by Checking and Managing network status and taking remedial action in case of faults. This involves active coordination with the third party networking vendor (if has been engaged), IT Maintenance Resource of FM Service Provider .
- iii). Liaison with network vendors to resolve the network issues within ASL.
- iv) Identify network related problems and escalate to respective teams.
- v) Management of Network links and associated testing from time to time.
- vi) Installation of VPN clients in the user's pc through remote desktop login. IP Configuration as per the requirement.
- vii) Preparation of reports related to network links, devices as per the requirement of OPTCL.
- viii) Doing 2nd level diagnosis of the user's calls related to network forwarded through helpdesk and take appropriate action as per the SOP.

- ix) Maintain and report network vendors' ASL for calculation of penalty from the network contracts.

- x). Extend required Support for the security vulnerability reported by the Cyber Security Team of OPTCL and Data Center, in co-ordination with Networking Service Providers, Internet Service Providers, IT maintenance team, Technical Help Desk Team. Shall provide required network related information to concerned Helpdesk team, IT Maintenance Team, PDC Team, concerned OPTCL officer for resolution of the cyber security issue.

4) Video Conferencing

To provide support for day-to-day various meeting held through video conferencing at OPTCL.

To configure different video conferencing platforms as per the need of OPTCL users.

Installation of admin and client software for video conferencing. Should ensure simultaneous video conferencing in different conference room of OPTCL.

Ensure work in close collaboration with the officer in charge of video conferencing in OPTCL.

5) Software Development Assistance

To assist in in-house application development assigned by respective owner of the IT Application in OPTCL. To configure and manage the current software application hosted in OPTCL.

To suggest state of the art technology in IT application development so as to enable OPTCL to migrate to the newer system to save money.

To gather requirement from user departments and suggest automation of legacy system.

To prepare MIS report from the different application environment.

The FM Service Provider Resource for S/w development assistance will report and assist to concerned OPTCL officer or attend the Service Request / Call Incident raised in this regard for resolution of the issue.

6) IT Support Service at Field Units

IT Support Service at field unit shall act as the first level of diagnosis of the users' calls/issues.

- i) **Hardware Maintenance Support Service:** (PCs, Printer, Scanner and other IT peripherals)
All the IT peripherals in field units of OPTCL are either under warranty/AMC or non warranty /Non AMC. The FM Service Provider shall try to resolve the issue upon analysing at the user's end or over telephonic support or through remote desktop

connection. If the issue needs escalation to the next level, then the FM Service Provider shall raise a ticket with the respective warranty/AMC vendor through central IT helpdesk team. If the equipment is neither under warranty nor AMC then, the FM Service Provider shall do market study and suggest required spare parts to be purchased and upon purchase by OPTCL the FM Service Provider shall perform necessary installation of the spare parts to make the system up, ready and running.

ii) **Software and OS Management Support Service:**

The FM Service Provider shall perform OS installation, update, performance tuning by taking proper back up of users' data. The FM Service Provider shall also install the required application softwares like office, adobe etc. OPTCL shall facilitate in providing the required Operating System, application software and USB drive for taking backup.

iii) **Application Management Support Service:**

Legacy Systems like ; Financial Accounting (TF), Payroll and Cash Management, SAP, ERP/eShakti, GIS, Digitization of Drawings etc. The FM Service Provider shall do necessary configuration changes and help the end users in operating the application hosted from OPTCL data center and through cloud. OPTCL shall provide before hand training to the FM Service Provider. The FM Service Provider shall provide HIGH level support for hardware and software, including incident logging, assigning incident numbers and dispatching the appropriate support personnel or vendor to remedy a problem.

iv) **Network support Service:**

The FM Service Provider shall ensure the following activities related to network management.

- a) Maintenance of passive components like CAT-6 Cable laying, crimping etc.
- b) The overall Management and Maintenance of Networking by Checking and Managing network status and taking remedial action in case of faults. This involves active coordination with the network Service providers.
- c) Identify network related problems and escalate to respective teams.
- d) Management of Network links and associated testing from time to time.
- e) Installation of VPN clients in the user's pc through remote desktop login.
- f) Preparation of reports related to network links, devices as per the requirement of OPTCL.
- g) Doing 1st level diagnosis of the user's calls related to network and try to resolve locally at the site office of OPTCL. If needs escalation, forward to network team through helpdesk and take appropriate action as per the SOP.
- h) Liaison with network vendors to resolve the network issues within ASL.
- i) Maintain and report network vendors' ASL for calculation of penalty from the network contracts.

j) In case of network cable cut, the FM Service Provider shall do site visit to diagnose the issue and suggest OPTCL for necessary spares and paid services required to restore the connectivity. The FM Service Provider shall be responsible for restoration of the fault till completion.

- v) **VC support Service:** The FM Service Provider shall assist over phone/ in person/ remote desktop connection to the end user in conducting day to day meeting held through video conferencing at OPTCL.

Installation of admin and client software provided by OPTCL for video conferencing. Should ensure simultaneous video conferencing in different field units of OPTCL under the respective ZITC jurisdiction.

- vi) **Training and Sensitization:** The FM Service Provider shall impart training on the IT applications, SAP modules, systems etc. to the end users of OPTCL from the base locations and/or any other location decided by OPTCL from time to time.

OPTCL shall impart necessary before-hand training to the FM Service Provider for further training to the users.

The FM Service Provider shall act as an interface between IT dept. and end users of OPTCL to sensitize the end users on the systems and services provided by IT department which shall bridge the communication gap and save time.

- vii) **On Tour Support :** The FM Service Provider might have to give onsite support at remote locations of the respective ZITC jurisdiction when no alternative mode of support is left. Per base location, the FM Service Provider may have an average of 5 days of tour per month on the higher side which shall be calculated on yearly basis. The jurisdiction of each ZITC/base location may vary up to 60 units across the radius of 150KMs. Movement of the Facility Management Service Resource as per the requirement of OPTCL within the radius of 7KM of the base location of the Facility Management Service Resources shall not be considered as tour rather it should be considered as the service in the base location.

Payment of bills for tours will be based solely on actual tours undertaken. No separate or fixed payment/reimbursement shall be made to the FM Service Provider for the act of organizing or undertaking the tour itself.

The tour should be initiated with a requisition from the end user where no other form of support like telephonic/ remote support is manageable then, approved by CGM (IT). The person doing the tour shall have to produce OPTCL end user request, approval mail of CGM(IT), duly signed in ITSR form having tri-party signature of OPTCL end user, Facility Management Service Resource and reporting officer of the Facility Management Service Resource after completion of the tour job successfully. The ITSR form shall contain a field which shall mention that, necessary tour advance has been provided by the FM Service Provider to the Facility Management Service Resource doing the tour without which the tour shall be considered vague.

E. REPORTING AND PERFORMANCE CERTIFICATION FOR INVOICE PROCESSING

The FM Service Provider Resource shall report to the officer nominated (*Purchaser's Representative*) by OPTCL at the respective base location for attendance.

At the end of every month based **on call incident, Records of complaints/ feedback from users of OPTCL if any**, officers as below will endorse attendance / work performance of the FM Service Provider resource.

Sl No	Service	Base location	Certify Attendance	Certify Service Quality*
1	Network Support Service	HQRS OPTCL	Biometric attendance or Consignee to FMS Contract or Purchaser's Representative	Officer in-charge of IT Networking in IT Deptt
2	IT Help Desk Service	HQRS OPTCL	-do-	1. Officer in-charge of FMS in HQRS OPTCL
3	IT Help Desk Service (Corporate Monitoring Cell)	HQRS OPTCL	Biometric attendance or Officer in CMC	Officer in CMC* or in his absence, officer in-charge of MS Projects in IT Deptt HQRS OPTCL
4	IT Maintenance Support Service	HQRS OPTCL	Biometric attendance or Consignee to FMS Contract or Purchaser's Representative	1. Officer in-charge of IT Maintenance Or officer in-charge of FMS in HQRS OPTCL other than 1. above
5	VC Support Service	HQRS OPTCL	-do-	-do-
6	Software Development Assistance Service	HQRS OPTCL	Biometric attendance or Officer in-charge of SAP Project Management	1. IT Officer in-charge of SAP Project / FICO Or officer in-charge of FMS in HQRS OPTCL in absence of 1. Above

7	Field IT Support Service	Field Units	Biometric attendance or Officer in Charge of Zonal IT Center in field unit or Officer concerned in OPTCL Zonal Office / PTC Chandaka / SLDC in respect of the FMS	Officer in Charge of Zonal IT Center in field unit or Officer concerned in OPTCL Zonal Office / PTC Chandaka / SLDC in respect of the FMS
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* any change needed, will be communicated

F. SERVICE TIMING WINDOW

Working hours of OPTCL is from 10.00 AM to 5.30 P.M normally. FMS is needed in the working hours and on exigency, beyond the normal working hours. OPTCL being an essential public service utility, FM Service Resource may be needed on holidays on account of exigency, for which no additional cost will be provided.

N:B The FM Service Provider shall ensure service as and when required and as the need arises from time to time for any other official IT requirements not mentioned hereunder the scope of work. The same may not be treated as beyond the scope of work and may not be charged extra on OPTCL as the arrangements of each and every IT work shall contribute towards smooth running of IT system and service as whole in OPTCL which is the goal of this FMS contract.

G. ATTENDANCE

The FM Service Provider may place time entry systems for attendance of Facility Management Service Resources. On unavailability of the same, the concerned representative Officer of OPTCL as above at clause E above will certify the attendance.

H. PRESCRIBED QUALIFICATION & EXPERIENCE OF THE FACILITY MANAGEMENT SERVICE RESOURCES

Sl no	FM Service	Qualification	Age Limit
1	Software Development Assistance Service	B.E./ B.Tech (CSE, IT) or MCA from a recognized University with minimum 2 year experience in Oracle Forms & Reports, Java, SAP ABAP	Minimum: 21 years & Maximum: 50 years as on date of deployment
2	IT Support Service at Field Units	B.E. / B.Tech (Any Discipline) or MCA from a recognized University, certificate in helpdesk professional course and having minimum 2 years' experience in similar work as per the Scope of Work	Minimum: 21 years & Maximum: 50 years as on date of deployment
3	N/W Support Service	Should have passed Graduation/Diploma from a recognized University with PGDCA and should have done at least one of the N/W Courses (DCHA, CCNA, and ADCHN), Knowledge of Cyber Security Essentials with having minimum 2 years' experience in similar work as per the Scope of Work	Minimum: 18 years & Maximum: 50 years as on date of deployment
4	VC Support and HW Maintenance	Should have passed Graduation/Diploma from a recognized University with PGDCA and should have done at least one of the H/W - N/W Courses (DCHA, CCNA, and ADCHN) with having minimum 2 years' experience in similar work as per the Scope of Work	Minimum: 18 years & Maximum: 50 years as on date of deployment

I. FMS and Liability

a. FM Service Provider and Facility Management Service Resources

1. For all intents and purposes, the FM Service Provider shall be the “Employer” within the meaning of applicable and prevailing laws in respect of Facility Management Service Resources deployed by him.
2. The Facility Management Service Resources deployed by the FM Service Provider under the Agreement shall remain the employees of the FM Service Provider only. Under no circumstances shall such Facility Management Service Resources have any claim or entitlement for employment, regularization or absorption in OPTCL, now or in future. The FM Service Provider shall make them known about their position in writing before deployment under the required service. Undertaking from the Facility Management Service Resources deployed may be made.
3. The FM Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to Facility Management Service Resources deployed. OPTCL shall, in no way, be responsible for settlement of such issues whatsoever.
4. The Facility Management Service Resources deployed should maintain polite and courteous behaviour towards the employees of the Buyer. “Misbehaviour” which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours, use of abusive language, theft, shall attract penalties as per provisions of the Tender Document or the Agreement.
5. In case of termination of the Agreement on its expiry or otherwise, the Facility Management Service Resources deployed by the FM Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
8. The FM Service Provider shall maintain records having personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Aadhaar, Bank Account, EPF/ESIC .
9. The FM Service Provider shall ensure that the Facility Management Service Resources deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
10. The FM Service Provider should have an empaneled list of trained/experienced Facility Management Service Provider Resources so that un-interrupted and continued services can be provided during the period of the Agreement. In the event of any Facility Management Service Provider Resources being on leave/absent, the FM Service Provider shall ensure suitable alternative arrangements to make up for such absence. Substitute / backup Facility Management Service Provider Resources will be provided to make up for the leave / unavailability of Facility Management Service Provider Resources.
11. The FM Service Provider shall nominate a coordinator who shall be responsible for periodic interaction with OPTCL so that optimal services of the resources deployed could be availed without any disruption.
12. The FM Service Provider will open/ provide a specific bank account for receipt of the payment.
13. The FM Service Provider shall neither deploy nor withdraw any Facility Management Service

Resources at any time without knowledge of CGM (IT) / GM (IT) in charge of the Facility Management Service, OPTCL Hqrs, Bhubaneswar. In case of withdrawal / leaving of any Facility Management Service Provider Resources due to resignation / termination / death or any other reason whatsoever the same needs to be substituted as per qualification norm above.

14. The FM Service Provider shall replace immediately any of its Facility Management Service Provider Resources who is found unacceptable to OPTCL because of security risk, incompetency, conflict of interest, improper conduct etc. upon receiving written notice from the concerned official of OPTCL.

b. Statutory Liability

1. The FM Service Provider shall be solely responsible for all statutory obligations for the Facility Management Service Provider's Resources.
2. The FM Service Provider shall comply with all the legal requirements of keeping valid Licenses needed throughout the period of Agreement, at his own part and cost.
3. The FM Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department of Buyer or office concerned or any other authority under Law.
4. In case, the FM Service Provider fails to comply with any liability under appropriate law, and as a result thereof, OPTCL is put to any loss/ obligation, monetary or otherwise, OPTCL will be entitled to get itself reimbursed out of the outstanding bills or the Bank Guarantee for Contract Performance of the FM Service Provider, to the extent of the loss or obligation in monetary terms.
5. The FM Service Provider should ensure regular payment of monthly salary to the Facility Management Service Provider Resources so deployed by the FM Service Provider by 7th day of the succeeding month after deduction of applicable statutory dues and deductions allowed under law / rules notified by appropriate Govt.
6. The FM Service Provider will submit the proof of deposit of PF / ESI etc to OPTCL on need.
7. The FM Service Provider shall indemnify OPTCL against any claims or legal proceedings arising out of the deployment of the Facility Management Service Resources or for loss caused to OPTCL due to conduct of any third party arising out of the Agreement.

c. General Liability

1. Non-Disclosure : The resources deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the FM Service Provider as well

as the resource deployed liable for penal action under the applicable laws besides, action for breach of contract.

2. Online Payment :The FM Service Provider will have to deposit the remuneration for the concerned billing period in the respective bank accounts of the deployed resource through online transfer only and submit the details to the authority on demand for necessary records.
3. Loss to resource : Buyer shall not be responsible for any financial loss or any injury to any resource deployed by the FM Service Provider in the course of performing the service or for payment towards any compensation.
4. Supervision and Control: The FM Service Provider shall exercise adequate supervision to ensure performance of resources deployed to provide the services in accordance with the requirements.
5. The FM Service Provider shall nominate/arrange a Supervisor/SPOC at his own cost who shall be responsible for immediate interaction with the GM(IT) in charge of FM Service Personnel.

d. Default Liability

Notwithstanding anything to the contrary contained in the contract, the principal vendor's aggregate liability arising out of or in connection with the Agreement, whether based on contract, tort, statutory warranty or otherwise, shall be limited to one month amount payable by OPTCL to the FM Service Provider in respect of the services to be provided upon execution of the Agreement.

J. Payment Terms

A Consolidated amount of **Rs.25,000/-** including all statutory dues (excluding Service Charges & GST) is fixed towards monthly service outsourcing of IT FMS and **Rs 56,000/-** is fixed towards monthly service outsourcing of IT FMS (Software Development Assistance Service) (excluding Service Charges & GST)

The FM Service Provider shall raise the monthly bill, in triplicate, along with Service Entry Sheet as below, duly verified as per Reporting and Performance Certification **Clause E. above** for processing the payment.

100% payment will be made after statutory deductions if any and price reduction on account of lapse in ASL if any.

Service Entry Sheet (Please certify the work performance of the FM SP resource, based on call incident / SR records and records of complaints/ feedback from users of OPTCL if any)

Month	Service Provided(No. of days)	Service Not Provided (No. of days)	Official Tours Attended (Nos.)	Official Tours not Attended (Nos.)	Performance	Remarks
					1.No of Pending Incidents / calls _____ 2. Issues / calls resolved satisfactorily Yes / No	
Signature			Signature		Signature	

The FM Service Provider shall submit a performance report in the above format (in hard copy or in soft copy) to OPTCL at the time of submission of invoice for processing of the invoice.

K. Price Reduction

(a) If the FM Service Provider fails to comply the minimum agreed service level, including exemption if any granted with waiver of Price Reduction schedule, OPTCL shall recover from the FMSP, price reduction for a sum of 0.5% of the value (excluding taxes) of the component of FMS Scope of work, for each % lapse in SL or part thereof. The total amount of price reduction schedule shall not exceed 5% of the value (excluding taxes) of the contracted value of the component of FMS Scope of work (for which SL falls)

(b) The Bidder / FM Service Provider shall provide a substitute well in advance if there occurs any probability of the personnel leaving the job due to his own personal reasons. The delay in providing a substitute (FMS Service Provider Resource) beyond 24 man-hours (three working days) from the date of absence of service would attract a price reduction @ Rs. 1000/-per day on the agency.

L. Contract and Contract Period

1. The FMS contract will be purely IT Service Outsourcing.
2. The FM Service Provider will submit the details of remuneration towards Facility Management Service Resource with break-up of consolidated amount with all statutory dues at the time of Agreement.
3. In case of replacement of Facility Management Service Resource during Agreement, prior approval of CGM(IT) in writing shall be obtained.
4. The term of the Agreement is 12 months from the date of issue of work order. The work order is extendable to another 2 years with same terms and conditions based on successful and satisfactory performance, with price increase of 7% annually.
5. The successful Bidder / FM Service Provider will be required to execute the Agreement within 15 (fifteen) days of issue of work order with CGM (IT), OPTCL Head Quarters Office in a non-judicial stamp paper amounting to Rs. 100.00 (Rupees One Hundred only) before execution of work. The agreement is terminable by giving 30 days' notice from either side during the period of agreement or on completion of the Agreement.
6. The Agreement may be extended, on the same terms and conditions for a further specific period as mentioned above at clause 4.
7. After successful selection in this bid, the FM Service Provider shall not be allowed to transfer, assign pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
8. The agreement can be terminated by either party by giving one month's notice in advance. In the event the FM Service Provider fails to provide one month's prior written notice for termination of the Agreement, an amount equivalent to one month's remuneration, along with any other dues payable to the FM Service Provider, shall be recovered by forfeiting the Bank Guarantee.
9. Costs: - In case the selected bidder does not take up the work bid security will be forfeited. If the FM Service Provider abandons the work, Buyer shall have the right to execute the work through any other agency/service provider at the cost of the FM Service Provider, in accordance with the Default Liability provisions of the Tender Document. Additionally, the FM Service Provider may be debarred from participating in future bids of the Buyer-OPTCL.

10. In case of delay in executing the agreement by the successful bidder beyond 15 days of the award of the contract / work order, may render, the letter of award / work order invalid terminated.

M. DISPUTE AND BREACH OF CONTRACT

1. The FM Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to Resources deployed for rendering of the above service. The Buyer shall, in no way, be responsible for settlement of such issues whatsoever.
2. In the event of any dispute arises out of or in connection with this Tender Document or the Agreement, Buyer and the FM Service Provider shall make every effort to resolve the matter amicably through mutual discussions within 15 days. Thereafter If the dispute cannot be resolved amicably, either OPTCL or Bidder/Agency may refer the matter in writing to the Chief General Manager (IT), OPTCL Ltd., Bhubaneswar, within 30 days from the date the dispute arises. The decision of the Chief General Manager (IT) shall be final and binding. If the dispute still remains unresolved, OPTCL and Bidder/Agency may refer the matter to the competent courts having jurisdiction in the State of Odisha.
3. This Agreement shall be subject to jurisdiction of the Hon'ble High Court of Odisha and Courts at Bhubaneswar to the exclusion of all other Courts.

N. PURCHASER'S PROCUREMENT RIGHTS

Without incurring any liability, whatsoever to the affected bidder or bidders, the Purchaser reserves the right to:

- a. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
- b. Change any of the scheduled dates stated in this tender.
- c. Reject proposals that fail to meet the tender requirements.
- d. Remove any of the scope at the time of placement of order.
- e. Increase or decrease no. of resources supplied under this project.
- f. Make typographical correction or correct computational errors to proposals
- g. Request bidders to clarify their proposal.

O. ACCEPTABLE SERVICE LEVEL(ASL)

1. Service execution: It consists of Response Time and Resolution Time

a. Service Calls requiring Technical Help Desk response and resolution at Technical Help Desk:

Max Response time : 15 mins Max

Resolution time : 2 hours

b. Service Calls requiring Technical Help Desk response and resolution by Technical Sections /

Officers in OPTCL / FM HW Maintenance team / FM Network Support Team

Max Response time : 15 mins

Max Resolution time : 48 Hrs

c. Service Calls requiring Technical Help Desk response and resolution by third party Vendors and Contractors

Max Response time : 15 mins Max

Resolution time : 48 Hrs

Sl No	Criteria and Service Level Measure In a Quarter	Level	Lapse in ASL
1	Average Total of Response and Resolution Time per quarter, for each FMS Scope of work SL = (Actual time / Allowed time)*100	Total SL Must be within 105%	Please refer Price Reduction Condition
2	For each unsettled, complaint / negative feedback received from users of FMS including IT officers on quality of FMS SL= SL + 0.5%		

Poor FMS quality are such as lack of taking ownership, recurring issue relating to a closed incident, misbehaviour.

Redressal and Closing / reopening of incidents of Poor feedback, User Complaints can be made at each decision level in the escalation order of 1. Consignee / Immediate representative officer of OPTCL -> 2. Officer i/c of FMS in IT Deptt / GM(IT) i/c of FMS -> 3. CGM(IT).

2. Service Ownership : For Service calls involving multi FMS Group eg Network Support and Maintenance , Technical help desk and Field IT Support, the related Service Provider Resource to which the incident is first assigned shall take ownership to resolve the incident till closure.
3. Round Robin : For HQrs Technical Help Desk(not Help Desk at CMC), incidents must be assigned to each FM Service Provider Resource in a round robin queue and serviced in distributed manner within a group. Any automated tool if utilised on premise must provide for this purpose.
4. Grievance Cell: As per the directive of Govt of Odisha, grievance cell constituted (consisting of GM(IT) in charge, Concerned officer in charge of FMS in IT Deptt, consignee to the Contract) is to attend the complaints of the Service Provider resource / Service provider Agency. Accordingly grievances relating to execution of FMS, complaints / negative feedback will be addressed in the grievance cell for resolution.

P. FORCE MAJEURE

If the execution of the Agreement is delayed by the FM Service Provider beyond the stipulated period due to the outbreak of war, declaration of an embargo or blockade, fire, flood, acts of God, pandemic, or similar unforeseen events, OPTCL may, at its discretion, grant an extension of time as deemed justified by the circumstances. The decision of OPTCL in this regard shall be final and binding.

Q. JURISDICTION

All disputes shall be under the jurisdiction of the court at Bhubaneswar.

R. EMD Exemption

There is no Exemption of EMD Submission by MSE Category Bidders. (Conforming to Odisha MSME Policy 2024)

T. Bank Guarantee

A Composite e-Bank Guarantee as per the Performa enclosed at Form-4 for 10% [Ten percent] of the total contract value shall be furnished from any nationalized/scheduled bank having a place of business at Bhubaneswar, to the office of Chief General Manager IT 3rd Floor, Multi Storey Building OPTCL Bhoi Nagar, Bhubaneswar,751022 within 15 days from the date of issue of the work order.

The e-BG shall be executed, valid for a period of **14 months** from the date of issue of the work order, for scrutiny and acceptance, failing which the work order will be liable for cancellation without any further written notices.

The BG should be invokable at Bhubaneswar and accompanied by a confirmation letter from the concerned bank, after which the Bank Guarantee is accepted.

The B.G will have to be extended or a new BG is to be submitted as above in the event the contract is extended beyond initial contract period.

OR

The Firm may deposit the equivalent amount in shape of Demand Draft to be drawn in favour of DDO HQRs OPTCL Bhubaneswar payable at Bhubaneswar.

No interest is payable on any kind of Bank Guarantee as above.

FORM-1: TECHNICAL COMPLIANCE SHEET

Bidders need to submit the Technical Compliance on Sheet or Deviations (if any) as per the bid invitation (Bidder's letter head, duly signed and stamped).

SL No.	ITEM	Compliance (Yes/No)	Deviations if any
1	All clauses specified in the bid document		
2	Bid Validity of 180 days from date of submission of bid		

Signature with Date

Name in Block Letters

Seal of the Company

Note: In case of any deviations, specific comments are to be filled in the deviation column. If the space is insufficient, a separate sheet may be enclosed.

FORM-2: UNDERTAKING REGARDING NON-BLACK-LISTING

To
 The CGM (IT)
 3rd Floor, IT Department, OPTCL Corporate office
 Janpath, Bhubaneswar -751022.

I, _____ (Name of the Authorized person) presently working in the capacity of _____ (designation) and I have been duly authorized by _____ (bidder name) having its Registered office/ Corporate Office / at _____ to furnish the aforesaid undertaking against the specific requirement as specified in Bid No. _____ and accordingly, I, on behalf of _____ (name of the bidder) from Notary hereby solemnly declare & affirm as under:-

1. ***That _____ (Name of the bidder) have not been blacklisted / debarred /***
 disqualified by any Govt. of India or any of its agencies, any State Govt. or any of its agencies, State or Central PSUs etc as on date of this tender notice.
2. ***That the _____ (Name of the bidder) and its directors have not been blacklisted, anywhere in India or by any Court of Law as on date of this tender notice.***

Signature of the Notary:

Signature of Company: Secretary/ Authorized Key Managerial Personnel (KMP) of the Bidder's organization [In full and initials]:

Name and Title of Signatory:

FORM-2 i: UNDERTAKING REGARDING DEPLOYMENT OF FMS RESOURCE

To
 The CGM (IT)
 3rd Floor, IT Department, OPTCL
 Janpath, Bhubaneswar -751022.

I, _____ (Name of the Authorized person) presently working in the capacity of(designation) and I have been duly authorized by(bidder name)having its Registered office/ Corporate Office / at _____ to furnish the aforesaid undertaking against the specific requirement as specified in Bid No. _____ and accordingly, I, on behalf of (name of the bidder) from Notary hereby solemnly declare & affirm as under:-

1. ***That I/we _____(Name of the bidder) undertake to deploy*** Facility Management Service Resource who have not any pending judicial proceedings or any criminal offence,

Signature

Form 3 BID SECURITY FORM (EMD)

*((To be stamped in accordance with **Digital e-Stamping** should be in the name of the issuing Bank. For the purpose of verification/confirmation of this e-Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.) (as per **Mandatory Electronic Bank Guarantee (e-BG)** through **NeSL PlaVorm** in line with **Clause no.37 of ITB**).*

Ref No:

e-Bank Guarantee No :

Date

:..... e-BG

Amount

:.....

... Validity Period

:.....

..

This Guarantee Bond is executed this..... day of by us the..... Bank at , P.O..... , Dist....., State..... and Code No.....

Whereas the ODISHA POWER TRANSMISSION CORPORATION Limited, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has invited Tender vide e-NIT No..... Dated..... for the purpose of work under Package(s) No...../ purchase of -- .

Now, therefore, in accordance with Notice Inviting Tender (e-NIT) No Dated of OPTCL, Ms/Shri.....Address Wish / wishes to participate in the said tender and as a Bank Guarantee for the sum of Rs.....

[Rupees in words-----] valid for a period ofdays is required to be submitted by the bidder, as per Tender Specification, we the _____) [indicate the name, Address & Code of the bank] [hereinafter referred to as “Bank”] at the request of Ms/Shri..... [hereinafter referred to as “Bidder”] do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period on written request by the Tender Issuing Authority, CGM(IT) ODISHA POWER TRANSMISSION CORPORATION Ltd. , Bhubaneswar an amount not exceeding Rs _____ to OPTCL., without any reservation. The guarantee would remain valid up to ... [Date] and if any further extension to this is required, the same will be extended on receiving instruction from----- on whose behalf this Bank Guarantee has been issued.

2. We, the _____[indicate the name of the Bank, Address, Code] do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees in words.....)

3. We undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputes so raised by the bidder in any suit or proceeding instituted/pending before any court (Bhubaneswar/Cuttack) relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the bidder shall have no claim against us for making such payment.

4. We, the _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of _____ days [in words] _____ (as per Tender Specification) and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said bidder and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at

Bhubaneswar of Issuing Bank> in writing on or before ___we shall be discharged from all liability under this guarantee thereafter.

5. We the _____ Bank further agree with OPTCL that OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by OPTCL against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation, postponement or extension granted to the Bidder or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6 This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and/or of the Bidder.

We _____ [indicate the name of Bank, Address & Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing .

8. We, the _____ Bank (Name, Address & Code) further agree that this guarantee shall also be invocable at our place of business at _____ Branch of Bhubaneswar (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.”

“Notwithstanding anything contained herein”

a) Our liability under the bank guarantee shall not exceed Rs.-----
--(Rupees in words) only.

b) This Bank guarantee shall be valid up to --.

c) We or our Branch at Bhubaneswar <Mention Name, Address & Code > shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch of Bhubaneswar a written claim or demand on or before
.....,

The Bank Guarantee is issued in **e-form** and Advice transmitted through SFMS with required details to the beneficiary's advising bank (ICICI Bank Bhubaneswar, IFSC Code ICIC0000061).

Dated, the _____ Day of _____

For _____ [Indicate name of Bank]

Signature

..... Full name

.....

Designation

.....

Power of Attorney No.

Date.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

(1)

Signature

Full name

(2)

Signature

Full name

N.B.:

Name of the Bidder.:

e- BG No & Date :.....

Amount (In Rs.):.....

Validity up to :.....

E-NIT No.....

Package/Works No.....

Name, Address & Code of Issuing Bank:.....

Name, Address & Code Bhubaneswar Branch of the Issuing Bank:.....

The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

Format for SFMS details (The Unique Identifier for field 7037 is "OPTCL541405793")

Sl. No	PARTICULARS	TYPE	DETAILS
1	Bank Guarantee No.	Mandatory	EMD
2	Currency & Amount	Mandatory	
3	Validity Period (from—to --)	Mandatory	
4	Effective Date/Issuing Date	Mandatory	
5	End date of lodgment of Claim	Optional	
6	Place of lodgment of claim	Mandatory	<u>Bhubaneswar,</u> (a) Branch Name----- (b) Branch code-----
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd

			IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Optional	
14	Purpose of Guarantee	Optional	EMD
15	Reference/Description of the underlined tender/contract	Optional	NIT No

Note:

In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Lead Partner.

1. The Bank Guarantee should be in accordance with the proforma as provided. "This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758."
2. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned.

"This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank."

Form 4 PERFORMANCE SECURITY BG FORM

(For the purpose of verification/confirmation of this **e-Bank Guarantee** by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc)in the covering letter of the Bank forwarding the Bank Guarantee.)

Ref No:-

e-Bank Guarantee No.

..... Date:

.....

e-BG

Amount:.....

. Validity

Period:.....

This Guarantee Bond is executed this..... day of by us the ...Bank at , P.O..... , Dist....., State..... and Code No.....

Whereas the ODISHA POWER TRANSMISSION CORPORATION Limited, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has issued Letter of Award (LOA) No..... Dated..... for the purpose of work under Package No..... (herein after called "the Agreement") to M/s/Shri , Address (herein after called the "FMS

Service Provider") for IT FMS Service under the above LoA and whereas OPTCL has agreed (1) to exempt demand of security deposit under the terms and conditions of the LOA (2) to release payment of the cost of the Contract Price to the Contractor on furnishing by the Contractor to OPTCL a Contract Performance Bank Guarantee (CPBG) of the value of 10% of the Contract Price of the said Agreement.

1. Now therefore, in accordance with the terms and conditions of LOA No. ____ dated _____ for the due fulfillment by the said Contractor of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs.____ (Rupees _____) only, we the bank _____ [Indicate bank Name , Address & Code] (hereinafter referred to as "the Bank") at the request of M/s/Shri _____

_____ FM Service provider do hereby undertake to pay to OPTCL, an amount not exceeding Rs. _____ (Rupees _____) only .

2. We, the _____ Bank [indicate the name of the Bank, Address & Code] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ In Words).

3. We, the _____ Bank also undertake to pay to OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding instituted / pending before any court (Bhubaneswar/Cuttack) relating thereto, our liability under this present being absolute and irrevocable. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the FM Service provider shall have no claim against us for making such payment.

4. We, the _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of _____ days and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said FM Service provider and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of issuing Bank> in writing on or before _____ (Date), we shall be discharged from all liability under this guarantee thereafter.

5. We, the _____ Bank [indicate the name of the Bank, Address & Code] further agree with the Board that OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time or performance by the said service provider(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by OPTCL against the said service provider(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted to the said service provider(s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style or constitution of the Bank and/or of the FM service provider(s).

7. We, the _____ Bank [indicate the name of the bank, Address & Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.

8. We, the _____ Bank (Name, Address & Code) further agree that this guarantee shall also be invocable at our place of business at Bhubaneswar (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.

“ Notwithstanding anything contained herein”

a) Our liability under the bank guarantee shall not exceed Rs.-----
--(Rupees in words) only.

b) This Bank guarantee shall be valid up to --.

c) We or our Branch at Bhubaneswar <Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch of Bhubaneswar a written claim or demand on or before ,

The Bank Guarantee is issued in **e-form** and Advice transmitted through SFMS with required details to the beneficiary's advising bank (ICICI Bank Bhubaneswar, IFSC Code ICIC0000061).

Dated, the _____ Day of _____

For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power Of Attorney.....

Dated.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

1. Signature.....

Full Name.....

2. Signature.....

Full Name.....

N.B.:

1. Name of the Contractor.:

2. BG No & Date :.....

3. Amount (In Rs.):.....

4. Validity up to :.....

5. LOA No.....
6. Package No.....
7. Name, Address & Code of Issuing Bank:.....
8. Name, Address & Code of Bhubaneswar Branch of the Issuing Bank:.....
11. The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

Format for SFMS details (The Unique Identifier for field 7037 is "OPTCL541405793")

Sl. No	PARTICULARS	TYPE	DETAILS
1	Bank Guarantee No.	Mandatory	EMD
2	Currency & Amount	Mandatory	
3	Validity Period (from—to --)	Mandatory	
4	Effective Date/Issuing Date	Optional	

5	End date of lodgment of Claim	Optional	
6	Place of lodgment of claim	Mandatory	<u>Bhubaneswar.</u> (a) Branch Name----- (b) Branch code-----
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Optional	
9	Name of applicant and its details	Optional	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Optional	
14	Purpose of Guarantee	Optional	CPBG
15	Reference/Description of the underlined tender/contract	Optional	NIT No

Note:

1. Contractor shall furnish single CPBG for the contract (IT FMS Service).
2. Strikeout the portion which are not required.
3. In case a FMS Service provider is a Joint Venture/Consortium, The CPBG shall be submitted by the Lead Partner mentioning the Name & Address of the Lead Partner & Other Partner.
4. For the purpose of executing the Bank Guarantee, the **Digital e-Stamping** of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee' **(as per Mandatory Electronic Bank Guarantee (e-BG) through NeSL PlaVorm in line with Clause no.37 of ITB).**
5. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at GCC clause 9.4 in SCC in their Trade Finance Portal.
"This Guarantee has been issued using SFMS PlaVorm and the requisite communication in this regard has been forwarded to the Beneficiary Bank."

Incorporation of Mandatory Electronic Bank Guarantee (e-BG) through NeSL Platform in Tender Specification.

- All Bank Guarantees required under this Tender, namely (a) Bid Security (Earnest money Deposit) (b) Performance Security (c) Security against Advance Payment shall be submitted only in the form of Electronic Bank Guarantee (e-BG) issued through National E-Governance Services Limited (NeSL) platform.
- Physical/Paper Bank Guarantees will not be accepted. Any Bid submitted with Physical BG shall be treated as non-responsive and rejected.
- The Bidder shall ensure that the e-BG is issued by any Scheduled Commercial Bank listed on NeSL platform and is delivered electronically to the OPTCL's official NeSL account : Name of the Organization/ Beneficiary : Odisha Power Transmission Corporation Limited, NeSL ID: AAACO7873L
- Procedure for submission:
 - Bidder / Contractor shall request the issuing bank to create and deliver the e-BG directly to the Employer's (OPTCL) NeSL ID
 - Upload the e-BG Acknowledgement/Unique Reference Number (URN) against Bid Security / EMD in the Technical bid.
 - The Employer (OPTCL) will verify the e-BG instantly on NeSL portal.
- Format, Amount and validity of e-BGs shall be strictly as per Tender specification.
- No charges towards stamping, verification or amendment of e-BG shall be borne by the Employer. All such charges shall be borne by the Bidder/Contractor.
- In case of amendment/extension, the Contractor shall submit the amended e-BG through NeSL platform only.
- A copy of the e-BG against Bid Security / EMD must be uploaded online with the bid documents. A copy of e-BG against Bid Security / EMD with Unique Reference Number (URN) shall also be submitted to the office of Chief General Manager, IT 3rd Floor IT Deptt Multi Story Building Bhoi Nagar Bhubaneswar 751022, OPTCL, Bhubaneswar- on or before scheduled date & time of opening of Tender
- **Information of Beneficiary required for issuance of Electronic Bank Guarantee (e-BG)**
 - i. Name of Beneficiary's Representative – UMESH KUMAR GUPTA
 - ii. Beneficiary Email ID (cgm.it@optcl.co.in)
 - iii. Beneficiary Mobile No. (9438907256)
 - iv. Beneficiary PAN / UIN – AAACO7873L
 - v. Beneficiary Date of Incorporation/Birth – 29-MAR-2004
 - vi. Beneficiary Legal Constitution – ODISHA STATE PUBLIC SECTOR UNDERTAKING
 - vii. Platform – NeSL

FORM NO. 5 BIDDER INFORMATION

Name of the Bidder		
Offer reference no with Date		
Sl No	Description	To be filled in by the Bidder [The Bidders are required to furnish the following details as per the format given below which is mandatory requirement for evaluation of bids].
1	Details of Bidder	
(a)	Name	
(b)	Address	
(c)	City	
(d)	State	
(e)	Country	
(f)	Pin Code	
(g)	Contact No	
(h)	Fax No	
(i)	Email ID	
(j)	GST registration No	
(k)	PAN No	
(l)	EPF Regd No	
(m)	ESI Regd No	
(n)	Bank Name, Branch	
2	Details of contact person	
(a)	Name	
(b)	Designation	
(c)	Email ID	
(d)	Contact No	
(e)	Fax No	
NOTE:-		
1) Bidder has to strictly follow this format while filling this schedule to establish meeting the qualifying requirement.		
2) Bidders are requested to fill the blue colour cells only.		

FORM-6 : AGREEMENT FOR PROVIDING FACILITY MANAGEMENT SERVICE

(To be executed on non-judicial stamp paper of Rs.100)

THIS CONTRACT made on this day of 2025, between ODISHA POWER TRANSMISSION CORPORATION LIMITED (OPTCL) represented through its authorised representative Sri _____, CGM (IT) OPTCL Hqrs, Bhubaneswar (hereinafter referred to as “Buyer” or “OPTCL” which expression shall include its successor, administrator and assigns), of the one part,

and

M/s represented by the, <Address>)
at..... (hereinafter referred to as “FM Service Provider” which expression shall include its successor, administrator and assigns), of the other part:

The Buyer and the FM Service Provider shall individually be referred as ‘Party’ and collectively as ‘Parties’.

Any terms or expressions used in this Agreement but not defined herein shall have the meaning given to them in the Tender Document and its annexures.

WHEREAS the Buyer issued a Notice Inviting Tender (NIT) No. _____ (“Tender Document”), inviting eligible and qualified bidders to submit their proposals for the execution of IT Facility Management Services;

WHEREAS in response to the said NIT, the FM Service Provider submitted its bid for undertaking the scope of work defined therein. After evaluation of the bid in accordance with the tender terms and conditions, the Performance Bank Guarantee (PBG) will be invoked by buyer, in case the performance of the vendor is not found satisfactory during the period of Work, accepted the bid submitted by the FM Service Provider;

WHEREAS consequent to the acceptance of the bid, the Buyer awarded the contract for the execution of the *IT Facility Management Services* to the FM Service Provider vide LOA No. _____ Dt.....and the FM Service Provider agreed to pay the estimated Contract Value for the sum of Rs...
_____ (Rupees... Only)
(hereinafter “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. General Terms and Conditions

- 1.1 In consideration of the payments to be made by the Buyer to the FM Service Provider as specified in this Agreement, the FM Service Provider covenants to provide the services, and to remedy any defects therein, in full conformity with the provisions of this Agreement.
- 1.2 In case the selected bidder does not take up the work bid security will be forfeited (GeM GTC Section 4. Xiii. (n)). If the FM Service Provider abandons the work, OPTCL shall have the right to execute the work through any other agency/service provider at the risk and cost of the FM Service Provider, in accordance with the default liability provisions of the Tender Document. Additionally, the FM Service Provider may be debarred from participating in future bids of OPTCL.
- 1.3 If the successful bidder fails to execute the Agreement within 15 days from the date of the award of the contract/work order, the Letter of Award/Work Order may be deemed invalid and shall stand terminated.
- 1.4 With FM Service Resources deployed, the FM Service Provider will submit the details of Facility Management Service Resources with break-up of consolidated amount with all statutory dues at the time of Agreement.
- 1.5 In case of replacement of Facility Management Service Resource during Agreement, prior approval of CGM(IT) in writing shall be obtained.
- 1.6 At the time of execution of this Agreement, the FM Service Provider shall submit a duly executed Power of Attorney or Authorization Letter, authorizing its representative to execute this Agreement and to perform all obligations arising hereunder.

2 Payment Terms

- 1.1 The breakup of consolidated amount payable to the Service Provider Resource shall be as below:

A) Software Development Assistance Service

1	Monthly amount payable for Service outsourcing	Rs 56000/-
Break up		
a.	Statutory Due (Name of element)	Rs. _____
b.	Statutory Due (Name of element)	Rs. _____
c.	Statutory Due (Name of element)	Rs. _____

d.	Statutory Due (Name of element)	Rs._____
e.	Statutory Due (Name of element)	Rs._____

B) IT Network Support Service / IT Help Desk Service / IT Maintenance Support Service / VC Support Service / IT Field Unit Support Service

1	Monthly amount payable for Service outsourcing	Rs 25000/-
Break up		
a.	Statutory Due (Name of element)	Rs._____
b.	Statutory Due (Name of element)	Rs._____
c.	Statutory Due (Name of element)	Rs._____
d.	Statutory Due (Name of element)	Rs._____
e.	Statutory Due (Name of element)	Rs._____

2.2. A Consolidated amount of Rs.25,000/- including all statutory dues (excluding Service Charges & GST) is fixed towards monthly service outsourcing of IT FMS and Rs 56,000/- is fixed towards monthly service outsourcing of IT FMS (Software Development Assistance Service) (excluding Service Charges & GST)

Service Charge in Outsourcing of Services, will be as per Govt of Odisha FDOM no 19595 Dt.11-07-2023. The quotations on Service Charge will be the primary Bid evaluation Parameter.

The Service Provider shall raise the monthly bill, in triplicate, along with Service Entry Sheet as below, duly verified as per Reporting and Performance Certification of tender **Clause E**. for processing the payment.

100% payment will be made after statutory deductions if any and price reduction on account of lapse in ASL if any.

Service Entry Sheet (Please certify the work performance of the Facility Management Service Resource, based on call incident / SR records and records of complaints/ feedback from users of OPTCL if any)

Month	Service Provided(No. of days)	Service Not Provided (No. of days)	Official Tours Attended (Nos.)	Official Tours not Attended (Nos.)	Performance	Remarks
					1.No of Pending Incidents / calls _____ 2. Issues / calls resolved satisfactorily Yes / No	
Signature			Signature		Signature	

The FM Service Provider shall submit a performance report in the above format (in hard copy or in soft copy) to OPTCL at the time of submission of invoice for Processing of the invoice.

3. Price Reduction

(a) If the FM Service Provider fails to comply the minimum agreed service level, including exemption if any granted with waiver of Price Reduction schedule, OPTCL shall recover from the FMSP, price reduction for a sum of 0.5% of the value (excluding taxes) of the component of FMS Scope of work, for each % lapse in SL or part thereof . The total amount of price reduction schedule shall not exceed 5% of the value(excluding taxes) of the contracted value of the component of FMS Scope of work (for which SL falls)

(b) The Bidder / FM Service Provider shall provide a substitute well in advance if there occurs any probability of the personnel leaving the job due to his own personal reasons. The delay in providing a substitute (FMS Service Provider Resource) beyond 24 man-hours (three working days) from the date of absence of service would attract a price reduction @ Rs. 1000/-per day on the agency.

4. Scope of Work

4.1 Sites:

	Network Support Service	Technical Help Desk Service	Maintenance Support Service	VC Support Service	S/W Development Assistance Service	Field IT Support Service
2025-26 Estimated MHRs	8 MHRs /day	48 MHRs /day	16 MHRs / day	16 MHRs / day	8 MHRs /day	104 MHRs / day
No of Service Resource / day	1	6	2	2	1	13
Site	OPTCL HQrs BBSR	OPTCL HQrs BBSR	OPTCL HQrs BBSR	OPTCL HQrs BBSR	OPTCL HQrs BBSR	Zones-4 IT Zones-8 PTC Chandaka -1
	<p>OPTCL Office Locations- OPTCL HQRS Office 1 no, Zones-4 nos, Circles-16 nos, Divisions 64 nos GRIDs 192 nos, Subdivisions/sections 79 nos, Zontal IT center-8 nos. PTC Chandaka- 1 no</p> <p>Broad Category of IT FMS service in HQRS OPTCL IT Helpdesk service (min 32 man hours per day HQ) + (min 16 man hours per day HQ/Field), IT Maintenance Support Service min 16 man MHRs/day, VC Support Service Min 16 MHRs/day, Software Development Assistance service Min 8 Man hours per day</p>					

N:B OPTCL has right to increase or decrease the needed scope of service in the above scope. On need, the FMS Service provider is required to provide additional FMS in any of the above scope for utilisation in OPTCL or its related entities (units / corporations) on the same terms and conditions as this bid.

4.2 Detail Scope

4.2.1 Technical Helpdesk Service

Helpdesk service includes ensuring service through an online Helpdesk System to

act as a single point-of contact, via a telephone number, email and Web Assistance for OPTCL's End Users needing assistance in the resolution of IT related problems, concerns, and questions and requesting services.

FM Service Provider will provide service through skilled Technical Help desk personnel during agreed service window.

The Users can call the centralized Service Helpdesk to log the call and get assistance through a designated person who will provide telephone support during such hours.

FM Service Provider is required to develop and document service processes confirming to reasonable ASL.

i. Technical Help Desk Services cover

Hardware: PCs, Printer, Scanner and other IT peripherals

Software: Legacy Systems like; Financial Accounting (TF), ERP Systems (e-Shakti), Newly implemented SAP modules, GIS, Digitization of Drawings, MS Project

- a. Provide high level support for hardware and software, by incident logging, provide first hand technical assistance on user call, forward the incident to appropriate section / officer for call resolution, assigning incident to appropriate support personnel or vendor to remedy a problem.
- b. Provide system status messages, as requested.
- c. Notify designated personnel of systems or equipment failures, or of an emergency.
- d. Provide OPTCL with complete and timely problem status through the problem tracking system, as requested;
- e. maintain an updated help desk personnel contact listing.

ii. Management Services

- a) Provide "ownership-to-resolution" of all help desk calls, monitor and report on the progress of problem resolution, confirm resolution of the problem with the End User, and log the final resolution in excel or in help desk tool;
- b) Record, analyse and report on calls received by the help desk, including:
 - i. Call volumes and duration.
 - ii. Incident & Problem trends.
 - iii. Call resolution time
- c) Assign priorities to problems based on queries, and requests based on the guidelines/ASL provided by OPTCL.
- d) Monitor and report to OPTCL on maintenance vendor performance.
- e) Provide input to OPTCL on End User training requirements based on help desk call tracking and analysis
- f) Update contact list of users initially provided by OPTCL.

(iii) User Oriented Services

A) FM Service Provider 's Responsibilities:

- a) Ensure availability for user requests, such as new user Ids, address changes, routing requests, and password changes.
- b) Advise the End User to take reasonable steps to backup information, if possible, prior to attempting to effect a resolution either by phone or hands-on during desk Side support service.
- c) Assist End Users with Office automation and e-Mail "HOW TO" and usage questions.
- d) Build FAQs and publish on help Desk so as to prompt avoidable calls.

B) OPTCL's Responsibilities:

- a) Help FM Service Provider define help desk call prioritization guidelines, as a one-time activity or if necessitated during periodic reviews and/or on change in requirements, problem severity codes and escalation procedures.
- b) Define FAQs on various problem areas in H/W or S/W to be incorporated in the IT tool.
- c) Provide updated contact listing, as a one-time activity for use by help desk personnel in contacting OPTCL. Appropriate personnel for assistance/notification, as specified above.
- d) Initially, ensure all OPTCL, End Users has a basic level of understanding of the new service delivery process, including the Hardware, Software and Services to be supported by the Help desk.
- e) Communicate support responsibilities and procedures to OPTCL business unit contact personnel.
- f) Assist FM Service Provider, as requested, in the resolution of problems outside the scope of FM
- g) FM Service Provider responsibilities or recurring problems, which are the result of End User error.
- h) Assist FM Service Provider in ensuring that OPTCL's other vendors report problem status and resolution back to the help desk.
- i) Provide an adequate level of system authority for all Hardware, Software and resources for which FM Service Provider has problem resolution responsibility and communications access.
- j) Assist FM Service Provider in the development of help desk operational procedures by providing input to and review and approval of such procedures. This will be a onetime exercise.
- k) Allow FM Service Provider, on case to case basis, to utilize remote access capability to remotely Diagnose problems if required; and l) Report problems and forward requests to the service desk.

4.2.2 IT Maintenance Service

- a. Maintenance Support includes attending the calls of users assigned by helpdesk team related to issues associated with IT Peripherals like PC, Printer, Scanner and any other IT equipment at the sites of OPTCL and equipment brought for repair and maintenance from field units to Hqrs. OPTCL. They shall act as L2 Support after getting the call from the L1 team i.e. OPTCL IT Helpdesk Team.
- b. This service provides maintenance for all IT equipment (desktop, laptop & peripherals such as printers etc.), including Warranty service management, coordination and claims processing. Any IT equipment not limited to desktop, laptop and printer not covered in warranty and AMC shall be checked by the team upon instruction from the concerned team for necessary maintenance. They shall pass on the status of the equipment to the concerned team in case escalation is required for the equipment to be made operational.
- c. Desk Side Technical Support Services: This service provides maintenance for IT equipment (desktop, laptop & peripherals such as printers etc.), including Warranty service management, coordination and claims processing.
- d. The IT maintenance service provider shall be the first point of contact to visit physically the equipment location for diagnosis of the problem after getting the call from the L1 Helpdesk team or from the end user. They shall escalate the call to the next level or to the concerned team only if the problem could not be resolved by their level and need special expertise/resource to resolve.
- e. FM Service Provider's Responsibilities
 - i) Provide single-point-of-contact to End Users for the resolution of Desk side related problems or to request an equipment upgrade or consultation.
 - ii) Provide Desktop Maintenance services, corrective maintenance to remedy a problem, and scheduled health check to maintain the Desktop in accordance with manufacturers' specifications and warranties;
 - iii) Ensure issue resolution with the appropriate vendor maintenance provider for Hardware maintained under third party agreement.
 - iv) Upgradation or modification of existing hardware or software on desktop machine and servers which include substitution of hard-

- disk driver, upgrading java, oracle database to specific version etc.
- v) Coordinate and schedule maintenance activities with the End User and OPTCL appropriate support functions, such as network support, facilities support, etc., subject to the Change Management Procedures.
 - vi) Implement Recovery Procedures. Escalate and render assistance to OPTCL for problems out of scope for FM Service Provider but are affecting the services.
 - vii) Identify network, operational and software related problems and escalate to respective teams.
 - viii) Implement Anti-Virus/Spam/Worm/Spy tools to be supplied by OPTCL.
 - ix) Support for Logical Security Control and loading of patches/signatures as available for OPTCL

f. OPTCL's Responsibilities

- i) Allow access by vendor maintenance personnel or FM Service Provider to OPTCL's designated locations for purposes of problem diagnosis and repair.
- ii) Provide a suitable environment for machines, as specified by the machine's manufacturer;
- iii) Provide all upgrades and replacements (not provided under a warranty or maintenance agreement);
- iv) Provide secured storage area for spare parts inventory.

4.2.3. IT Network Support Service

- i) Network support includes works related to network passive components like CAT-6 Cable laying, crimping etc.
- ii) The overall Management and Maintenance of Networking by Checking and Managing network status and taking remedial action in case of faults. This involves active coordination with the networking Service providers.
- iii) Identify network related problems and escalate to respective teams.
- iv) Management of Network links and associated testing from time to time.
- v) Installation of VPN clients in the user's pc through remote desktop login. IP Configuration as per the requirement.
- vi) Preparation of reports related to network links, devices as per the requirement of OPTCL.

- vii) Doing 2nd level diagnosis of the user's calls related to network forwarded through helpdesk and take appropriate action as per the SOP.
- viii) Liaison with network vendors to resolve the network issues within ASL.
- ix) Maintain and report network vendors' ASL for calculation of penalty from the network contracts.
- x). Extend required Support for the security vulnerability reported by the Cyber Security Team of OPTCL and Data Center, in co-ordination with Networking Service Providers, Internet Service Providers, IT maintenance team, Technical Help Desk Team. Shall provide required network related information to concerned Helpdesk team, IT Maintenance Team, PDC Team, concerned OPTCL officer for resolution of the cyber security issue.

4.2.4. Video Conferencing

To provide support for day-to-day various meeting held through video conferencing at OPTCL.

To configure different video conferencing platforms as per the need of OPTCL users.

Installation of admin and client software for video conferencing. Should ensure simultaneous video conferencing in different conference room of OPTCL.

Ensure work in close collaboration with the officer in charge of video conferencing in OPTCL.

4.2.5 Software Development Assistance

To assist in in-house application development assigned by respective owner of the IT Application in OPTCL. To configure and manage the current software application hosted in OPTCL.

To suggest state of the art technology in IT application development so as to enable OPTCL to migrate to the newer system to save money.

To gather requirement from user departments and suggest automation of legacy system.

To prepare MIS report from the different application environment.

The development assistance support service provider will report and assist to concerned OPTCL officer or attend the Service Request / Call Incident raised in this regard for resolution of the issue.

4.2.6 IT Support Service at Field Units

IT Support Service at field unit shall act as the first level of diagnosis of the users' calls/issues.

- i) **Hardware Maintenance Support Service:** PCs, Printer, Scanner and other IT peripherals
All the IT peripherals in field units of OPTCL are either under warranty/AMC or Non Warranty / AMC. The FM Service Provider shall try to resolve the issue upon analysing at the user's end or over telephonic support or through remote desktop connection. If the issue needs escalation to the next level, then the FM Service Provider shall raise a ticket with the respective warranty/amc vendor through central IT helpdesk team. If the equipment is neither under warranty nor AMC then, the FM Service Provider shall do market study and suggest required spare parts to be purchased and upon purchase by OPTCL the FM Service Provider shall perform necessary installation of the spare parts to make the system up, ready and running.
- ii) **Software and OS Management Support Service:**
The FM Service Provider shall perform OS installation, update, performance tuning by taking proper back up of users' data. The FM Service Provider shall also install the required application softwares like office, adobe etc. OPTCL shall facilitate in providing the required Operating System, application software and USB drive for taking backup.
- iii) **Application Management Support Service:**
Legacy Systems like ; Financial Accounting (TF), Payroll and Cash Management, SAP, ERP/eShakti, GIS, Digitization of Drawings etc. The FM Service Provider shall do necessary configuration changes and help the end users in operating the application hosted from OPTCL data center and through cloud. OPTCL shall provide before hand training to the FM Service Provider. The FM Service Provider shall provide HIGH level support for hardware and software, including incident logging, assigning incident numbers and dispatching the appropriate support personnel or vendor to remedy a problem.
- iv) **Network support Service:**
The FM Service Provider shall ensure the following activities related to network management.
- a) Maintenance of passive components like CAT-6 Cable laying, crimping etc.
 - b) The overall Management and Maintenance of Networking by Checking and Managing network status and taking remedial action in case of faults. This involves active coordination with the network Service providers.
 - c) Identify network related problems and escalate to respective teams.
 - d) Management of Network links and associated testing from time to time.
 - e) Installation of VPN clients in the user's pc through remote desktop login.
 - f)Preparation of reports related to network links, devices as per the requirement of OPTCL.

- g) Doing 1st level diagnosis of the user's calls related to network and try to resolve locally at the site office of OPTCL. If needs escalation, forward to network team through helpdesk and take appropriate action as per the SOP.
- h) Liaison with network vendors to resolve the network issues within ASL.
- i) Maintain and report network vendors' ASL for calculation of penalty from the network contracts.
- j) In case of network cable cut, the FM Service Provider shall do site visit to diagnose the issue and suggest OPTCL for necessary spares and paid services required to restore the connectivity. The FM Service Provider shall be responsible for restoration of the fault till completion.
- v) **VC support Service:** The FM Service Provider shall assist over phone/ in person/ remote desktop connection to the end user in conducting day to day meeting held through video conferencing at OPTCL.
Installation of admin and client software provided by OPTCL for video conferencing.
Should ensure simultaneous video conferencing in different field units of OPTCL under the respective ZITC jurisdiction.
- vi) **Training and Sensitization:** The FM Service Provider shall impart training on the IT applications, SAP modules, systems etc. to the end users of OPTCL from the base locations and/or any other location decided by OPTCL from time to time.
OPTCL shall impart necessary before-hand training to the FM Service Provider for further training to the users.
The FM Service Provider shall act as an interface between IT dept. and end users of OPTCL to sensitize the end users on the systems and services provided by IT department which shall bridge the communication gap and save time.
- vii) **On Tour Support :** The FM Service Provider might have to give onsite support at remote locations of the respective ZITC jurisdiction when no alternative mode of support is left. Per base location, the FM Service Provider may have an average of 5 days of tour per month on the higher side which shall be calculated on yearly basis. The jurisdiction of each ZITC/base location may vary up to 60 units across the radius of 150KMs. Movement of the FMS personnel as per the requirement of OPTCL within the radius of 7KM of the base location of the deployed personnel shall not be considered as tour rather it should be considered as the service in the base location.

Payment of bills for tours will be based solely on actual tours undertaken. No separate or fixed payment/reimbursement shall be made to the FM Service Provider for the act of organizing or undertaking the tour itself.

The tour should be initiated with a requisition from the end user where no other form of support like telephonic/ remote support is manageable then,

approved by CGM (IT). The person doing the tour shall have to produce OPTCL end user request, approval mail of CGM(IT), duly signed in ITSR form having tri-party signature of OPTCL end user, FMS personnel and reporting officer of the FMS personnel after completion of the tour job successfully.

The ITSR form shall contain a field which shall mention that, necessary tour advance has been provided by the agency to the personnel doing the tour without which the tour shall be considered vague.

5. Tenure

5.1. The term of the Agreement is 12 months from the date of issue of work order. The work order is extendable to another 2 years with same terms and conditions based on successful and satisfactory performance, with price increase of 7% annually.

5.2. The successful Bidder / FM Service Provider will be required to execute the Agreement within 15 (fifteen) days of issue of work order with CGM (IT), OPTCL Head Quarters Office in a non-judicial stamp paper amounting to Rs. 100.00 (Rupees One Hundred only) before execution of work. The agreement is terminable by giving 30 days' notice from either side during the period of agreement or on completion of the Agreement.

6. Obligations of the FM Service Provider

6.1 The FM Service Provider shall ensure the level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.

6.2 The FM Service Provider shall attend to emergency works in time. No extra payment will be made for working on odd hours for emergency works.

6.3 The FM Service Provider will be required to submit list of the Facility Management Service Resources being deployed with photo ID, address proof, police verification certificate and educational qualifications before deputing the workers. The service provider shall be solely responsible for the credentials/ acts of his personnel.

6.4 The FM Service Provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) and any other relevant acts

- as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws/Acts/Rules shall rest with the FM Service Provider only and the Buyer will not be liable in any manner.
- 6.5 The FM Service Provider shall be liable for depositing all taxes and statutory dues etc. on account of service rendered by the Agency to the concerned tax collection and statutory authorities, from time to time, as per the rules and regulations in the matter. Self-attested photocopies of such documents shall be furnished by the FM Service Provider to the concerned Authority of OPTCL.
- 6.6 The FM Service Provider shall comply with the provisions of all Labour Laws, which are applicable to the FM Service Provider or the FMSP Resources and shall be solely responsible for liabilities arising out of such compliance, non-compliance or implementation or non-implementation.
- 6.7 The FM Service Provider shall maintain records having personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Aadhaar, Bank Account, EPF/ESIC.
- 6.8 The FM Service Provider shall ensure that the Facility Management Service Resources deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
- 6.9 The FM Service Provider should have an empanelled list of trained/experienced resource so that un-interrupted and continued services can be provided during the period of contract. In the event of any personnel being on leave/absent, the FM Service Provider shall ensure suitable alternative arrangements to make up for such absence. Substitute / backup resource will be provided to make up for the leave / unavailability of a resource.
- 6.10 The FM Service Provider shall nominate a coordinator who shall be responsible for periodic interaction with OPTCL so that optimal services of the resources deployed could be availed without any disruption.
- 6.11 The FM Service Provider shall open/ provide a specific bank account for receipt of the payment.
- 6.12 The FM Service Provider and the FMSP Resources shall not be permitted to involve themselves in any type of strike, rally, bandh or dharana held during the contract

period and in the event of any such involvement of the FM Service Provider and their resources in such activities, the Buyer/OPTCL reserves the right to terminate this contract immediately without any notice and to take such action as it may deem fit.

- 6.13 The FM Service Provider shall cover its resources for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
- 6.14 The FM Service Provider shall also provide at its own cost all benefits statutory or otherwise to its deployed resources and the Buyer shall not have any liability whatsoever on this account.
- 6.15 The service provider should ensure regular payment of monthly salary to the resources so deployed by the service provider by 7th day of the succeeding month after deduction of applicable statutory dues and deductions allowed under law / rules notified by appropriate Govt.

7. Other Terms and Conditions

- 7.1. After successful selection in this bid, the FM Service Provider shall not be allowed to transfer, assign pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
- 7.2. The Facility Management Service Resources provided by the FM Service Provider shall not be deemed employees of OPTCL hence the compliance of the applicable labour laws and acts and other relevant laws will be the sole responsibility of the FM Service Provider. Under no circumstances shall such personnel have any claim or entitlement for employment, regularization or absorption in OPTCL, now or in future. The FM Service Provider shall make them known about their position in writing before deployment under the required service. Undertaking from the resources deployed may be made.
- 7.3. The FM Service Provider shall ensure that no Facility Management Service Resource is deployed without submitting a duly certified medical fitness certificate, issued by any Government Hospital confirming that the individual is fit to work.
- 7.4. The FM Service Provider shall verify the character and antecedent of Facility Management Service Resources to be deployed.

- 7.5. The personnel deployed during the course of their work shall perform integrity to the FM Service Provider and shall not disclose/ share any qualified documents and information which they are not supposed to divulge to the FM Service Provider / third parties.
- 7.6. The Facility Management Service Resources should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of OPTCL. The FM Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
- 7.7. The FM Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to resources deployed. OPTCL shall, in no way, be responsible for settlement of such issues whatsoever.
- 7.8. The Facility Management Service Resources deployed should maintain polite and courteous behavior towards the Buyer. "Misbehavior" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours, use of abusive language, theft, shall attract penalties as per provisions of the Tender Document or the Agreement.
- 7.9. In case of termination of this Agreement on its expiry or otherwise, the resources deployed by the FM Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- 7.10. The Bank Guarantee will be invoked by OPTCL, in case the performance of the Facility Management Service Provider or the Facility Management Service Resources is not found satisfactory during the period of work.

8. Indemnification and Limitation of Liability

- 8.1. The FM Service Provider shall indemnify Buyer/OPTCL from all liabilities arising out of any payment in respect of any claims made by the FM Service Provider Resource(s) against OPTCL under any statute/notification of the Government (Central/State) or statutory authority or otherwise. Furthermore, in the event that any litigation is initiated by personnel deployed by the FM Service Provider, or by their representatives or legal heirs, against the Buyer/OPTCL for any reason whatsoever, the FM Service Provider agrees to fully indemnify and hold harmless the Buyer from any award amounts, as well as all legal expenses and litigation costs incurred by the Buyer in defending such claims.
- 8.2. OPTCL will have no liability towards non-payment of remuneration to the personnels deployed by the Bidder/Agency and the outstanding statutory dues of the Bidder/Agency to statutory authorities. If any loss

or damage is caused to OPTCL by the personnel deployed, the same shall be recovered from the unpaid bills or adjusted from the Bank Guarantee.

- 8.3. In no event, the liability of the Buyer shall exceed to one month amount payable by OPTCL to the FM Service Provider in respect of the services to be provided upon execution of the Agreement.

9. Acceptable Service Level (ASL)

- 9.1. Service execution : It consists of Response Time and Resolution Time

a. Service Calls requiring Technical Help Desk response and resolution at Technical Help Desk:

Max Response time : 15 mins

Max Resolution time : 2 hours

b. Service Calls requiring Technical Help Desk response and resolution by Technical Sections / Officers in OPTCL / FM HW Maintenance team / FM Network Support Team

Max Response time : 15 mins

Max Resolution time : 48 Hrs

c. Service Calls requiring Technical Help Desk response and resolution by Vendors and Contractors

Max Response time : 15 mins

Max Resolution time : 48 Hrs

SI No	Criteria and Service Level Measure In a Quarter	Level	Lapse in ASL
1	Average Total of Response and Resolution Time per quarter, for each FMS Scope of work SL = (Actual time / Allowed time)*100	Total SL Must be within 105%	Please refer Price Reduction Condition
2	For each unsettled, complaint / negative feedback received from users of FMS including IT officers on quality of FMS SL= SL + 0.5%		

- 9.2. Poor FMS quality are such as lack of taking ownership, recurring issue relating to a closed incident, misbehaviour.

- 9.3. Redressal and Closing / reopening of incidents of Poor feedback, User Complaints can be made at each decision level in the escalation order of 1. Consignee / Immediate representative officer of OPTCL -> 2. Officer i/c of FMS in IT Deptt / GM(IT) i/c of FMS -> 3. CGM(IT)

10. Confidentiality

- 10.1. The FMS Resource deployed under this Agreement may, in the course of their engagement, have access to sensitive, confidential, or proprietary information and documents, which they shall treat with strict confidentiality.
- 10.2. Such information shall not, under any circumstances, be disclosed or communicated—whether directly or indirectly—to any third party, including the FM Service Provider itself, unless expressly authorized in writing by the Buyer or as required by law.
- 10.3. Each deployed resources shall be required to execute a confidentiality undertaking/oath, affirming their obligation to maintain the confidentiality of all such information accessed during the course of their engagement.
- 10.4. The FM Service Provider shall be liable for any breach of confidentiality, by the deployed personnel or by the FM Service Provider and OPTCL reserves the right to take appropriate legal action under applicable laws and liability for breach of contract.

11. Termination

- 11.1. Either Party may terminate this Agreement by way of 30 days prior notice.
- 11.2. Buyer reserves the right to terminate this Agreement with or without notice in the event of violation of any clause of this Agreement or Tender Document or due to non-performance, deviation of terms and conditions of this Agreement, non-payment of remuneration of deployed persons and non-payment of statutory dues. The Owner shall have no liability towards non-payment of wages/others to the Personnel deployed by the Bidder / Agency and the outstanding statutory dues of the Bidder / Agency to statutory authorities.
- 11.3. In the event the FM Service Provider fails to provide one month's prior written notice for termination of the Agreement, an amount equivalent to one month's remuneration, along with any other dues payable to the FM Service Provider, shall be recovered by forfeiting the Bank Guarantee.

12. Dispute Resolution

- 12.1. The FM Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to resources deployed for rendering the above services. The Buyer shall, in no way, be responsible for

settlement of such issues whatsoever.

- 12.2. In the event of any dispute arises out of or in connection with the FMS Service Contract, OPTCL and Bidder/Agency shall make every effort to resolve the matter amicably through mutual discussions. If the dispute cannot be resolved amicably, either OPTCL or Bidder/Agency may refer the matter in writing to the Chief General Manager (IT), OPTCL Ltd., Bhubaneswar, within 30 days from the date the dispute arises. The decision of the Chief General Manager (IT) shall be final and binding.. If the dispute still remains unresolved, OPTCL and Bidder/Agency may refer the matter to the competent courts having jurisdiction in the State of Odisha.
- 12.3. This agreement shall be subject to jurisdiction of the Hon'ble High Court of Odisha and Courts at Bhubaneswar to the exclusion of all other Courts.

13. Force Majeure

- 13.1. The FM Service Provider shall have no claim whatsoever against OPTCL for any loss / damage caused to the FM Service Provider by reasons of war, riot, commotion, disturbance, pestilence, epidemical sickness, strike, lockout, earthquake, fire, storm, flood, explosion or any change in the nature, breakdown of plant or machinery for whatever reasons.
- 13.2. The FM Service Provider shall resume the work as soon as such accountability has ceased to exist of which the Management of OPTCL shall be the sole judge. If the performance in whole or part of any terms / obligations under the contract is prevented or delayed by any such eventuality for a period exceeding seven days, the Agreement may be terminated at the discretion of the Buyer/OPTCL.

14. Consumables

IT consumables, such as cables, spares, and tools, required for carrying out the service or consumed in the course of providing the service for the OPTCL , shall be supplied by OPTCL to the Facility Management Service Resources. Upon termination of the Agreement, the Facility Management Service Resources shall return or hand over all such consumables to OPTCL. In case of failure to do so, OPTCL reserves the right to take any action it deems appropriate, including, but not limited to, forfeiture of the Bank Guarantee to recover the value of such consumables, as applicable.

15. Assignment

After successful selection in this bid, the FM Service Provider shall not be allowed to transfer, assign pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.

IN WITNESS whereof the parties hereto have caused this Contract to be duly executed at Bhubaneswar, Dist: Khurdha, Odisha in accordance with the prevailing laws as on the day, month and year indicated above.

For & on behalf of OPTCL:

Name:.....

Designation:

Signed by_____ (Authorized official of the M/s OPTCL)

For & on behalf of the FM Service Provider:

Name:
.....
.....
.....

Designation:
.....
.....
.....

Signed by_____ (Authorized official for the M/s)

In the Presence of

1. Witness – 1
(Name & Address)
&Address)

2. Witness – 2
(Name & Address)
Address

1. Witness – 1
(Name

2. Witness – 2
(Name &

Form 7- BREAKUP OF AMOUNT PAYABLE TO FACILITY MANAGEMENT SERVICE RESOURCES BY FM SERVICE PROVIDER (allowable as per Law)

A) Software Development Assistance Service

1	Monthly amount payable for Service outsourcing	Rs 56000/-
Break up		
a.	Statutory Due (Name of element)	Rs. _____
b.	Statutory Due (Name of element)	Rs. _____
c.	Statutory Due (Name of element)	Rs. _____
d.	Statutory Due (Name of element)	Rs. _____
e.	Statutory Due (Name of element)	Rs. _____

B) IT Network Support Service / IT Help Desk Service / IT Maintenance Support Service / VC Support Service / IT Field Unit Support Service

1	Monthly amount payable for Service outsourcing	Rs 25000/-
Break up		
a.	Statutory Due (Name of element)	Rs. _____
b.	Statutory Due (Name of element)	Rs. _____
c.	Statutory Due (Name of element)	Rs. _____
d.	Statutory Due (Name of element)	Rs. _____
e.	Statutory Due (Name of element)	Rs. _____

Section V Price Schedule

NAME OF THE WORK		IT Facility Management Service							
Name of the Bidder									
Sr.No.	Work Description	Unit	Qty	Base Price Per Annum	Service Charge excluding GST (in Rs.) Per Annum	Basic with Service Charge	GST	Total	Grand Total
			1	2	3	4 = (3+2)	5 = 4x18%	6 = 5+4	7 = (6 x1)
1	Network Support Service	Nos	1	3,00,000.00		3,00,000.00	54,000.00	3,54,000.00	3,54,000.00
2	Technical Help Desk Service	Nos	6	3,00,000.00		3,00,000.00	54,000.00	3,54,000.00	21,24,000.00
3	Maintenance Support Service	Nos	2	3,00,000.00		3,00,000.00	54,000.00	3,54,000.00	7,08,000.00
4	VC Support Service	Nos	2	3,00,000.00		3,00,000.00	54,000.00	3,54,000.00	7,08,000.00
5	Software Development Assistance	Nos	1	6,72,000.00		6,72,000.00	1,20,960.00	7,92,960.00	7,92,960.00
6	Field IT Support Service	Nos	13	3,00,000.00		3,00,000.00	54,000.00	3,54,000.00	46,02,000.00
									92,88,960.00
Notes									
(*) Bidders requested to fillup the blue colour cell only									
* Service Charge Shall be minimum 3.85 % (please refer Govt of Odisha Finance Deptt Memorandum No 19595 Dt.11/07/2023)									