

# **Request for Proposal for**

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**RFP for Selection of Managed Service Provider (MSP)  
to carryout services associated to Oracle EBS Cloud  
Migration and Operations & Maintenance Services  
Post Migration**

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**GMDC/CO/IT/OCI/01/2023-24**



**Gujarat Mineral Development Corporation Limited  
Khanij Bhavan, 132-ft Ring Road, Gujarat University Ground,  
Vastrapur, Ahmedabad- 380052**

**October 2023**

## DISCLAIMER

This RFP is being issued by the Gujarat Mineral Development Corporation Ltd (GMDC) (hereunder called "Authority"/ "GMDC") to the Bidders/service providers interested in assisting GMDC in its Oracle Cloud Migration and Post Migration Operations & Maintenance services project.

It is hereby clarified that this RFP is not an agreement, and the purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals/Bids. While the RFP has been prepared in good faith with due care and caution, GMDC does not accept any liability or responsibility for the accuracy, reasonableness, or completeness of the information, or for any errors, omissions, or misstatements, negligent or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied or referred herein. This RFP may not be appropriate for all persons. It is not possible for GMDC to consider the investment objectives, financial situation and particular needs of each Proposer/Bidder who reads or uses this RFP. Each Proposer/Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP and where necessary, obtain independent advice from appropriate sources.

Bidder should carefully examine and analyze the RFP and bring to the notice of GMDC any error, omission or inaccuracies therein that are apparent and to carry out its own investigation with respect to all matters related to the captioned subject, seek professional advice on technical, financial, legal, regulatory and taxation matters and satisfy himself of consequences of entering into any agreement and / or arrangement relating to the captioned subject. GMDC and its employees make no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the information contained in the RFP or in any material on which this RFP is based or with respect to any written or verbal information made available to any Proposer or its representative(s).

GMDC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements. GMDC reserves the right not to proceed with the project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a Proposal. No reimbursement of cost of any type will be paid to persons, entities submitting a Proposal/Bid.

The bidder shall bear all costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GMDC or any other costs incurred in connection with or relating to its bid, regardless of the conduct or outcome of the bidding process.



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## DEFINITIONS

In this RFP, the following word (s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:

1. **“GMDC”/Authority** shall mean the Gujarat Mineral Development Corporation Ltd who shall appoint the MSP for the captioned work.
2. **“Bidder”** shall mean any firm or body corporate which is a Limited Liability Partnership registered under LLP act or a company under the Indian Companies Act 1956/2013 which submits a Bid to provide Cloud Migration and Managed Services to GMDC along with Bid Security and RFP Fees as per the terms of this RFP within the stipulated time for submission of Bids. Consortiums are not permitted.
3. **“Bid/Proposal”** means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Pre-Qualification, Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
4. **“Bid Due Date”** means last date of Bid submission as set out in clause 1.6 of SECTION VI
5. **“Service Agreement/Agreement/Contract”** is the agreement entered into between ‘Gujarat Mineral Development Corporation Ltd (GMDC)’ and ‘Managed Service Provider (MSP) comprising of all terms and conditions stated in this RFP.
6. **“Corrupt practice”** shall have the meaning ascribed thereto under clause 8 of SECTION VI.
7. **“Conflict of Interest”** shall have a meaning specified in clause 9 of SECTION VI.
8. **“Services Fees /Fees/Service Charges”** shall mean the charges payable by GMDC for the Consultancy Services rendered by the MSP.
9. **“Composite Score”** shall mean score obtained by MSP as per the formula provided in clause 6.6 of Section VI
10. **“Pre-Qualification Criteria”** means criteria specified in clause 5.1 of SECTION VI
11. **“Evaluation Process”** means steps of evaluation specified in clause 5.3 of SECTION VI
12. **“EMD/ Bid Security”** means the Bid security/ earnest money deposit to be submitted by the Bidder as per clause 2.5 of SECTION VI.
13. **Financial Score** shall mean score obtained by MSP as per the formula provided in clause 5.3 of SECTION VI.
14. **Letter of Award”** shall have the meaning ascribed thereto under clause 7 of RFP SECTION VI.
15. **“Managed Service Provider (MSP)/Service Provider/Bidder”** shall mean the successful Bidder who is selected by Authority/GMDC as per the process outlined in this RFP Document for assisting GMDC in executing the Scope of Work specified in this RFP.
16. **“Parties”** means the parties to the Service Agreement and “Party” means either of them, as the context may admit or require.

- 17. “Preferred Bidder”** shall have a meaning specified in Clause 7 of RFP SECTION VI.
- 18. “Successful Bidder”** means the Preferred Bidder selected in terms hereof and to whom GMDC shall issue the Letter of Award in accordance with the provisions hereof and who shall undertake the Terms of Reference as per the terms specified in RFP.
- 19. “Terms of Reference/Scope/Scope of Work”** means all the activities as per Terms of reference or Scope of work mentioned in the RFP which the MSP is required to carry out as per the Good Industry Practice. Detailed Terms of Reference is specified in SECTION III of RFP.
- 20. Technical Score** shall mean score obtained by consultant as per the Technical Score system provided in clause 5.2 of RFP SECTION VI.
- 21. “Third Party”** means any Person other than GMDC and the MSP.

Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

## ABBREVIATIONS

Abbreviation	Full Form
AIX	Advanced Interactive executive
AOA	Articles of Association
AP	Access point
APEX	Application Express
ASM	Automatic Storage Management
BIOS	Basic Input Output System
BYOL	Bring your own Model
CERT	Computer Emergency response Team
CGM	Computer Graphics Metafile
CPU	Computer Processing Unit
CS	Computer Science
CSP	Cloud Service provider
CV	Curriculum Vitae
DAP	Database Access Protection
DBA	Database Administrator
DC	Data Center
DR	Data recovery
EBS	e-Business Suite
EMD	Earnest Money deposit
ERP	Enterprise Resource Planning
FAR	Field Area Router
FY	Financial year
GB	Giga Byte
GL	General ledger
GMDC	Gujarat Mineral Development Corporation
GoG	Government of Gujarat
HMC	Hardware management Console
HR	Human resource
HRMS	Human Resource management System
IaaS	Infrastructure as a Service

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<b>Abbreviation</b>	<b>Full Form</b>
ID	Identification
IPT	Inter Project Transfer
IR	Internal Requisition
ISMS	Information Security Management System
ISO	International Organization for Standardization
ISP	Internet Service Provider
ITB	Information Technology
ITB	Instructions to Bidders
LPAR	Logical Partition
LTU	Line Termination Unit
MIS	Management Information System
MLOP	Machine Learning Operations
MOA	Memorandum of Agreement
MPLS	Multi-Protocol Label Switching
MRR	Material Receipt
MSP	Managed Service Provider
O&M	Operations and Maintenance
OCI	Oracle Cloud Infrastructure
ODS	Oracle Directory Services
OEM	Operations Manager
OS	Operating System
OTL	Oracle Time and Labor
PMP	Project management professional
PO	Purchase Order
PQ	Pre-Qualification
PR	Purchase Requisition
QCBS	Quality Cum Cost Based
RBI	Reserve Bank of India
RFP	Request for proposal
RPO	Recovery Point Objective

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<b>Abbreviation</b>	<b>Full Form</b>
RTO	Recovery Time Objective
SaaS	Software as a Service
SAN	Storage Area Network
SFMS	Structured Finance Messaging System
SOP	Standard Operating Procedure
SSD	Solid State Drives
SSL	Secure Sockets Layer
TB	Terabyte
TCO	Total Cost Ownership
TOR	Terms of Reference
TQ	Technical Qualification
UAT	User Acceptance Test
UOM	Unit of Material
VAPT	Vulnerability Assessment and penetration Testing
VLB	Virtual Road Balancer
VM	Virtual Machine
VRS	Virtual reference Station
WAF	Web Application Firewall

## SECTION I: BACKGROUND

Gujarat Mineral Development Corporation Ltd (GMDC) is the leading State-owned Mining and Minerals Company of Gujarat with operational experience over 60 years and having product portfolio across mining, value added products and power.

GMDC is a zero-debt company listed on National and Bombay Stock Exchanges. The Government of Gujarat (GoG) disinvested 26% stake to the public shareholders vide an IPO in 1997 while the balance ownership is held by the Government of Gujarat.

GMDC's mining activities are spread across the state of Gujarat in Kutch, Devbhoomi Dwarka, Panchmahal, Bhavnagar, Bharuch, Surat and Chhota Udepur districts. It currently mines Lignite, Bauxite, Manganese, Ball Clay, Silica Sand, Bentonitic Clay and Limestone. It has five (5) operational lignite mines and six (6) upcoming lignite mines. GMDC also value adds to minerals through works such as pyrite removal from lignite, beneficiation of bauxite, and beneficiation of Low-Grade Manganese. The Company has set up 2 x 125 MW lignite based Thermal Power Station at Nani Chher in Kutch as a forward integration, wind power plant of 200.9 MW at Maliya, Jodiya, Godsar, Bhanvad, Bada, Verbal, Rojmal and Solar Power plant of 5 MW at Panandhro Project.

GMDC has undertaken a strategic transformation exercise over the last year with a view to achieve growth milestones, diversify its product portfolio, leverage existing assets, provide inputs to the industry and contribute to the growth of the state's economy. As part of its strategic transformation exercise, GMDC is already in the process of expanding its mining operations by setting up six new lignite- based projects in Kutch and South Gujarat. Further, GMDC through its metal division also intends to expand and develop metal mining portfolio by developing existing metal mining projects and exploring new opportunities in metal mining sector in India. A number of other projects are in the pipeline based on identified thrust areas.

Leveraging its capabilities in lignite thus, one of the key strategic diversifications for GMDC is in the area of domestic coal mining, where it would like to access domestic coal mostly occurring in the eastern part of the country. As part of this strategy, it has recently bid for a number of coal blocks in the recently concluded commercial mine auctions by the Ministry of Coal, Govt. of India. The PSU won the bids for Burapahar block and the Baitarani West Coal Mine in Odisha.

As a part of strategic transformation exercise, GMDC intends to undertake digital transformation by moving its existing data center and Oracle EBS ERP applications on Cloud infrastructure. By adopting cloud, GMDC intends to streamline its operations, enhance service delivery and data security while facilitating remote work and efficient resource allocation. GMDC also identified key objectives to GMDC's Cloud migration journey as below.

- Enables scalability of resources for business needs due to availability of flexible infrastructure (presence of remote machines).
- Facilitate superior user experience through agile and robust cloud services.
- Lowering maintenance and support costs through seamless integration of applications and thereby reducing the overhead costs.

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- Intend to use existing license to Oracle cloud. This will result in predictable operation expenditures with minimum deployment costs and almost zero capital expenditure.
- Reduce IT Infrastructure Maintenance costs through automatic security and software updates.
- Reduction in cost of total cost of ownership (TCO) via cost savings associated with application development, maintenance and development of new capabilities.

Considering the above objectives, GMDC is planning to Migrate its existing ERP – Oracle EBS, Data Center (DC) and third-party integrated applications to Oracle Cloud Infrastructure (OCI) using the infrastructure as a service (IAAS) model. Under this RFP, GMDC intends to select the Managed Service Provider who will undertake the lift and shift/migration activities pertaining to its ERP – Oracle EBS and Data Center to OCI cloud and also act as Managed Service Provider for a period of three years after the migration to OCI. The procurement cost pertaining to OCI shall be borne by GMDC.

## SECTION II: EXISTING SOLUTION BRIEF

GMDC's existing DC infrastructure, Oracle ERP- EBS applications and integrated third party applications are specified below for the purpose of preliminary understanding of the existing infrastructure of on-premises DC.

- GMDC operates ERP system using Oracle Database 19c and Oracle EBS 12.2.8. The ERP is hosted on GMDC's servers at Data Center (DC) located in GMDC office, Ahmedabad, Gujarat. The EBS is under upgradation from 12.2.8 to 12.2.12.
- GMDC's existing on premise servers at DC are of IBM make. DC servers are using AIX operating system and using RISC processors / Power 8 servers. GMDC intends to shift on-premises DC, Oracle EBS and third party integrated applications to OCI cloud which will offer Oracle Linux operating system on X86 servers in the IAAS model and on this post creation of Virtual machines the Oracle EBS Licenses and associated database will be migrated from the On-premise DC to OCI.
- Details of all existing Hardware and Software at DC including Oracle EBS modules are specified in Annexure 10 of this RFP.
- GMDC is owning valid Oracle Licenses for Oracle EBS ERP and software modules specified in above Annexure 10. All specified software and modules have been installed on IBM Servers at on premise DC. GMDC intends to shift all software modules on OCI Cloud using Bring Your Own Software License Model (BYOL).
- Brief details of the existing on-premises data center are specified below.
  - Existing on-premises servers at DC are of IBM make which are using AIX operating system and following RICS architecture.
  - Presently there are two environments that are activated on DC servers. These are Production and Development.
  - Production Environment LPAR
  - Development and Test environments LPAR
  - External Portal LPAR
  - Access to GMDC users and Customers
    - Login id is created in the Oracle EBS for each user.
    - GMDC users at corporate offices access the ERP over intranet.
    - GMDC users at project site offices access the ERP over MPLS Link.
    - GMDC Customers access the ERP for order bookings and payment transactions using internet through any of the devices like Desktops, PCs, Laptops or Phones.

The detailed Hardware Infrastructure, Oracle licensing details and Virtual machines details are mentioned in Annexure 10 of this document for quick reference to Bidders.

## SECTION III: SCOPE OF WORK

### 1. SCOPE OF WORK

The Scope of Work is broadly divided into seven parts as mentioned below. Work on all seven parts shall be executed as defined hereunder by the selected Managed Service provider (MSP):

- Part 1: Review of the Existing Infrastructure & Applications for AS IS Study and provide recommendations of required Oracle Cloud DC & DR Hardware & Software along with any tweaking requirements for cloud migration.
- Part 2: O&M of existing on-premises EBS applications, DB, APEX, third party integrations DC database till the time migration to OCI is completed (optional scope).
- Part 3: Migration of Existing on Premises DC Oracle Database, Oracle EBS applications and third party integrated applications/APIs/Interfaces along with any tweaking requirements whatsoever to GMDC procured OCI Cloud Infrastructure and setting up a new Cloud DR.
- Part 4: Post Migration to undertake Operations and Maintenance services of Cloud DC & DR for 3 years along with required training's to GMDC staff.
- Part 5: Efficient Usage Management: Gap Analysis for efficient usage management of ERP applications.
- Part 6: Preparation of Architecture and Roadmap for migrating to Software as a Service (SaaS) model of cloud services.
- Part 7: Additional indicative services/ activities to be undertaken related to Change Requests if need for such services so arise and as indented/instructed by GMDC.

Detailed tasks under each of above part is specified as below:

**Part 1: Review of the Existing Infrastructure & Applications for AS IS Study and provide recommendations of required Oracle Cloud DC & DR Hardware & Software along with any tweaking requirements for cloud migration.**

The Managed Service Provider (MSP) shall carry out the following tasks under Part 1.

- As a part of AS IS Assessment, the MSP shall be expected to comprehend the complete architecture of existing on-premises DC, Oracle ERP- EBS applications, third party integrated applications and processes which are necessary for undertaking smooth migration of applications and databases including interdependencies between third-party integrations of applications and its database.
- Basis the As Is Assessment, the MSP shall prepare detailed Lift and Shift/ cloud migration plan comprising but not limited to followings.
  - Prepare and suggest suitable cloud architecture for Oracle Cloud Infrastructure (OCI) DC and DR.

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- The MSP in consultation with OCI shall suggest detailed quantities and configuration of Virtual Machines (development database servers and EBS servers, production database servers and EBS Servers etc.) , Storage (SSD type, load balancer, block volume performance units etc.), Security (Web application firewall, identity and access management for accessing the Oracle EBS applications in secured environment), Back up and Data Protection (Data Backup solution for real time data backup, Data protection services etc.) or any other for Cloud DC setup and Cloud DR setup as required for undertaking the successful migration of entire on-prem DC setup to Cloud DC and DR set up activity.
- Suggest strategies for optimizing storage, security and data protection.
- Prepare a continuity plan of all existing Oracle EBS ERP applications and third-party applications presently integrated with Oracle EBS ERP during the cloud migration.
- The MSP shall assist GMDC in price discovery of OCI Infrastructure and negotiating business/commercial arrangements (prices of infrastructure including any software or licenses) with OCI for Cloud DC and Cloud DR procurement.
- The MSP shall submit AS IS Assessment report and a report on cloud migration plan to GMDC for its review and comments.
- MSP shall be responsible for ensuring adequacy of suggested quantities for Cloud DC and DR infrastructure and obtain sign off from Authority's Cloud Service Provider /i.e. OCI for adequacy of cloud DC and DR infrastructure. For this purpose, the MSP shall undertake below mentioned activities.
  - Finalise the quantities required for Cloud DC and Cloud DR migration in consultation with CSP and GMDC.
  - Undertake necessary process to finalise proposed Cloud DC and Cloud DR infrastructure quantities and gets its sign off from CSP/OCI for its adequacy on behalf of GMDC . This task shall be completed before GMDC undertakes the procurement of OCI cloud infrastructure.

**Part 2: O&M of existing on-premises EBS applications, DB, APEX, third party integrations DC database till the time migration to OCI is completed (optional scope).**

The Bidders shall need to mandatorily quote Service Fees separately as per the Price Bid format provided in this RFP for this task. However, the award of the work pertaining to Part 2 is optional and GMDC shall in its sole discretion decides to award the work pertaining Part 2 to the MSP. The Prices quoted by Bidders for Part 2 shall be considered for the price bid evaluation.

The Managed Service Provider (MSP) shall take over the O&M of on-Premises DC and existing Oracle EBS ERP from GMDC's existing vendors and undertake its O&M till migration is completed. In case this scope of O&M is not awarded to MSP then co-ordination with existing O&M provider to GMDC will be responsibility of MSP till the time Migration activity under this RFP is completed successfully.

**A. Activities to be undertaken for taking over of O&M of existing on-Premises DC and existing ERP applications from GMDC's existing vendor.**

- In order to ensure the capabilities to handle the on-premises DC and before undertaking the migration, MSP shall undertake handover and takeover from the existing vendors of GMDC's ERP applications DC database management services provider, Oracle APEX Application and any third party integrated applications/API/connectors.
- The handover and takeover shall be expected to be completed as per the timelines mentioned in Section-4 of this document.
- This activity shall be undertaken in parallel with the As-Is assessment (Part 1) post award of the contract. The MSP shall note that this process is one of the parts of As-Is study and is to be performed in parallel with the as-is assessment study and migration plan preparation.

**B. O&M of the existing on-Premises DC and existing ERP applications**

- The MSP shall undertake Operation and Maintenance services of the on-premises DC database for all GMDC existing Oracle EBS ERP applications, Oracle APEX Application and any third party integrated applications/API/connectors as per the defined timelines in Section 4 of this RFP document and maintain the SLAs specified in section V of this RFP. This shall only be undertaken till the migration to Cloud DC services is completed.

MSP shall deploy two separate teams onsite at GMDC premises for (i) O&M of existing on-Premises DC and (ii) Cloud Migration as per the scope specified in Part 3. The MSP shall deploy experts as stated below but not limited to following for carrying out O&M activities for on premise DC.

Such experts shall consist of System Administrator, Storage administrators, security experts, DBA, Helpdesk and Incident support team, Cybersecurity experts and documentation specialists as may be required. The MSP shall need to quote lumpsum monthly charges for O&M for a period of 3 months. If the migration to OCI cloud delayed on account of reasons attributable to the MSP, in such case the MSP shall be responsible for undertaking O&M of on-premises DC without any cost to GMDC. If such delay is on account of reasons not attributable to the MSP, in such case the MSP shall undertake O&M of on-Premises DC and GMDC shall make payment for additional period on Pro rata basis. MSP shall depute similar team for O&M activity as per mentioned in the Part 4 of the Post Migration O&M.

**Part 3: Migration of Existing on Premises Data Center Database and Oracle EBS applications to GMDC procured Cloud DC Infrastructure and setting up a new Cloud DR.**

The MSP will carry out migration of the existing Oracle EBS ERP applications, third party integrated applications and database installed at the on-premises Data Center (DC) to Oracle Cloud Infrastructure (OCI) with installation and configuration on Cloud in compliance with the cloud migration plan for implementation using Infrastructure as a Service Model (IAAS)

model of OCI offering. The MSP will also carry out installation and configuration of new Cloud Disaster Recovery (DR) post migration of DC.

The MSP will carry out the following activities for Migration to Cloud DC:

- The MSP will create Oracle Linux environment on OCI. Subsequently it shall carry out Lift and shift of all existing Oracle EBS ERP modules, Oracle Database, Oracle Apex Application and any third-party integrated applications/API/Connector.
- The MSP shall, in coordination with Oracle, ensure availability of temporary licenses of GMDC if any for on Cloud DC and EBS to ensure continuity / near zero downtime while undertaking cloud migration and lift and shift activities on cloud.
- The MSP will undertake all activities for creation of Cloud DC on behalf of GMDC as part of this project.
- Upon up and running of cloud DC in live environment, the MSP shall undertake following activities.
  - Upon successful cloud DC set up, the MSP will undertake detailed checking and testing of all EBS modules, Database, DC and third-party integrations of third-party applications on OCI including performance and load testing. Such assessment shall be intended to (i) check complete migration of database , all software modules, and their respective functionalities for all locations earlier happening with onsite DC and (ii) check up and running of all such modules in live environment on cloud.
  - MSP shall perform all the checks pertaining to the Cloud DC upkeep and shall submit a detailed report for the same to GMDC mentioning the undertaken resolution activities for any issue or threats so arise in Cloud DC infrastructure.
  - VAPT testing of the Cloud DC and DR shall be undertaken by third party vendor appointed by GMDC. The MSP shall cooperate and coordinate with GMDC appointed vendor for VAPT tests. The MSP shall be responsible for correcting or implementing fixes/breaches/ vulnerabilities as identified during such VAPT tests at no extra cost to GMDC.
  - Upon verification and successful tests as specified above, the MSP will submit declaration of successful Cloud DC setup with appropriate documented report to GMDC. The submission of such declaration shall indicate readiness for undertaking UATs.
  - MSP shall prepare UAT plan and also assist GMDC in undertaking User Acceptance Test (UAT). Upon successful testing/UAT, GMDC will issue the User Acceptance Certificate to MSP.
- Upon receiving the User Acceptance Certificate from GMDC, the System shall be made Live. GMDC shall issue the go-Live certificate once System made live on OCI cloud. Upon issuance of Go- Live Certificate the MSP shall undertake the stabilization activities as specified below for a period of 2 months.
- The MSP will undertake activities pertaining to system stabilization which shall be considered as post Go-Live support / warranty period support after the issuance of Go-

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Live certificate with no extra cost to GMDC. During this period the MSP shall carryout necessary configuration changes/patch loading activity /version upgradations if required in existing EBS applications / interfaces / APIs / tweaking required in existing EBS applications or software for completing the seamless migration within the ambit of Lumpsum prices for migration activities quoted by it without considering it as change request. The MSP shall be responsible for O&M of cloud DC during the stabilization period at no extra cost to GMDC.

- The MSP shall completely monitor the new setup of ERP applications migrated to Cloud infrastructure and report & resolve any threats pertaining to the setup during the stabilization period/post go-live support period.
- The MSP shall undertake Setting up Cloud DR after issuance of Go-Live certificate during the stabilization period as per the recommended and GMDC procured infrastructure in the OCI.
  - The MSP will test the efficacy of Cloud DR in live environment by undertaking DR drill on Cloud DR before moving to the Operations and Maintenance Part for Cloud DR.
  - The MSP shall note that activities pertaining to setting up of new DR setup shall only be commenced after issuance of Go-Live certificate of Cloud DC and with reflecting new changes/functionalities as implemented in Cloud DC.
- The MSP shall note that post Go-live support and setting up of Cloud DR shall be undertaken within 2 months period from the date issuance of Go-Live certificate.
- Upon successful completion of post Go-Live support period/ stabilization period and setting up of Cloud DR, GMDC shall issue completion certificate for the said activity. The Project shall enter into O&M stage after the issuance of the completion certificate.

**Part 4: Post Migration to undertake Operations and Maintenance services of Cloud DC & DR for 3 years along with required training's to GMDC staff and maintain the required SLAs for the contract period.**

The MSP shall be responsible for providing O&M support for 24\*7\*365 days to GMDC for managing Oracle Cloud Infrastructure (OCI), Oracle EBS ERP, Oracle database and other applications which are migrated (third party) to OCI for 03 (three) years from the date of completion of stabilization period (the "O&M Period"). During O&M period, the MSP shall be completely responsible for O&M support for ensuring availability of all ERP modules and OCI infrastructure (in consultation with Oracle and network service provider) as per the SLAs defined in Part V of this RFP. The MSP shall provide O&M support on turnkey basis. The maintenance and support activities will include followings.

- A. The MSP shall provide O&M support for OCI, EBS ERP, all migrated modules on turnkey basis. The **maintenance and support activities** will include followings:
- Ensuring availability/uptime of the Oracle Cloud infrastructure in consultation with Oracle and network/Internet service provider of GMDC. GMDC shall provide access to the MSP for OCI infrastructure during the contract period. The MSP shall be responsible for maintaining the SLA as defined in this RFP.

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- Ensuring Uptime for Oracle ERP applications and utilization of the cloud resources as per SLA's defined in this RFP document.
  - Provide support in carrying out any required version/Software/Hardware upgrades, Patch upgrades, bug fixing and version upgrades, etc. at the Cloud DC and DR during the Contract Period at no extra cost to GMDC.
  - VAPT testing of the Cloud DC and DR shall be undertaken by third party vendor appointed by GMDC at every interval of six months. The MSP shall cooperate and coordinate with GMDC appointed vendor for VAPT tests. The MSP shall be responsible for correcting or implementing fixes/breaches/ vulnerabilities as identified during such VAPT tests in Cloud DC and DR infrastructure at no extra cost to GMDC.
  - The MSP shall develop appropriate policy, checklists in line with ISO 27001 & ISO 20000 framework for failover and fall back to the appropriate Cloud DR. DR drills shall need to be performed by the MSP at an interval of every six months to assess disaster management preparedness. There should be a minimum of 90 days interval between two DR Drills. In the event of occurrence of disaster/ issues at cloud-based DC, the MSP shall activate the services from Cloud DR.
  - The MSP shall make provisions of additional VMs when utilization exceed a threshold level and inform GMDC well in advance to maintain uptime as per the SLAs.
  - The MSP shall deploy minimum two personnel onsite at GMDC office during the O&M Period as per GMDC's working schedule consisting of Database Administrator (DBA) and Coordinator cum Financial Function Consultant for being the single point of contact between the offsite team (working for this project) and Authority for this project activities related work. The MSP shall also deploy minimum team of experts as specified in technical marking Section on its own office premises/offsite for undertaking O&M activities as specified in this section. The On-site and Offsite team shall include following but not limited to: Oracle Cloud Infrastructure Consultant, Database Administrator Expert, APEX Techno Functional Consultant, EBS Techno Functional Consultant and Coordinator. The MSP shall also deploy additional experts if required to maintain SLAs at no extra cost to GMDC.
  - MSP shall undertake assessment of new features of EBS versions as and when developed by Oracle in future during the Contract Period and suggest to GMDC for its implementation based on the assessment. These activities can also be communicated to the MSP by GMDC team for undertaking its assessment for implementation.
- B. The MSP shall also undertake following O&M activities on regular basis during the Contract Period.**
- OS Administration including troubleshooting, hardening, patch/ upgrades deployment, upgrade as and when required/ necessary for Linux or any other OS proposed as part of this solution.
  - Ensure proper configuration of server parameters, operating systems administration, hardening and tuning.
  - Scheduled data backup as per the backup & restoration policies stated/as defined and agreed by GMDC from time to time.

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- carryout necessary configuration changes/patch loading activity /version upgradations if required in existing EBS applications/ interfaces/APIs.
  - Ensure uptime of OCI infrastructure/ ISP link in coordination with OCI/ Internet service provider of GMDC.
  - Undertake space management/monitoring of database.
  - Performance tuning of Databases.
  - Partition creation & management of database objects, Archiving of database objects on need basis.
  - Implementing Patch upgrades as received from Oracle, upgrade & backup activity and restoring the database backup as per defined interval.
  - Configuration, installation and maintenance of Automatic Storage Management (ASM), capacity planning/sizing estimation of the Database setup.
- C. The MSP shall also undertake following **O&M activities associated with Network** on regular basis during the Contract Period:
- Network and Security Management: Monitoring & management of network link proposed as part of this solution.
  - Bandwidth utilization, latency, packet loss etc.
  - Call logging and co-ordination with vendors for restoration of links, if need arises.
  - Addressing the ongoing needs of security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion protection, content filtering and blocking, virus protection, Web Application Firewall (WAF), Database Access Protection (DAP), Oracle Directory Services (ODS) and vulnerability protection through implementation of proper patches and rules.
  - Ensuring that patches / workarounds for identified vulnerabilities are patched / blocked immediately.
  - Adding/ Changing network address translation rules of existing security policies on the firewall.
  - Managing configuration and security of OCI infrastructure alerts / advise GMDC about any possible attack / hacking of services, unauthorized access / attempt by internal or external persons etc.
  - Administrative support for user registration, User ID creation, maintaining user profiles, granting user access, authorization, user password support along with secure Password policy.
  - Have current vulnerability assessments scanning performed for all the Network and Security infrastructure of the cloud.

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- MSP shall also manage the ISPs SLA in order to have utmost availability as required by GMDC on Cloud DC.

**D. Application Security activities**

MSP will be responsible for full-proof security of EBS ERP applications. The MSP shall need to provision all tools / real time monitoring to ensure the security of the application.

- Applications / Software Solutions shall comply with ISO 27001 Information Security Standard
- Applications/Software Solutions and infrastructure shall have Authentication – Authorization – Access audit trails.
- Applications / Software Solutions shall be protected from security breaches and vulnerabilities.
- All Service end-points- exposed over internet or intranet shall be secured with at least 256 bits SSL Certificates.
- All Servers, Services, Applications / Software Solutions shall have hardened security and reviewed regularly.
- Any unauthorized access / attempt shall be reported immediately.
- The MSP shall be responsible for Monitoring of performance, resource utilization and other events such as failure of services, degradation of services, availability of network, storage, Database systems, OS etc.

**E. Service Level Monitoring and Maintenance System (SMMS)**

The MSP shall develop/provide performane monitoring tool (SMMS) customised as per the SLA defined in order to analyse & monitor the installed applications, to monitor the applications performance, identify issues, diagnosing issues, and managing the log data with helpdesk management tool in line with the defined SLA in this RFP.

- The SMMS shall be customized for GMDC, and the monitoring parameters shall be approved by mutual agreement with GMDC before the start of the O&M period in line with the requirement of the RFP.
- The SMMS shall be capable to monitor the overall state of the deployed applications, its systems and its usage with user experience as well.
- The SMMS shall have well designed customized dashboards for key performance measures and their interpretation for issues identified in the applications.
- The SMMS shall detect problems like crashed or overutilized computing or storage nodes and send an alert to the appropriate stakeholders.
- The SMMS must be able to report on any application errors that occurred while executing application functionalities and pinpoint exact place of error within the transaction call stack.

- The proposed solution must gather available performance indicator metrics from all within real-time production environments and real user transactions 24x7 with minimal overhead on monitored applications without sampling.
- It must provide flexibility of logging, viewing, updating and closing incident manually via web interface along with historical data inputs.
- It must provide classification to differentiate the incident via multiple levels/tiers of categorization, priority levels, severity levels and impact levels.
- All the reports from the tool shall be system generated reports as required by GMDC.
- SMMS shall be capable to ensure the upkeep of the application with security compliance.

**F. The MSP shall also meet reporting requirements as below:**

- **MIS Reports** – The MSP shall submit the reports on a regular basis in a mutually decided format. The MSP shall workout the formats for the MIS reports and get these formats approved by the GMDC . The MIS reports shall be from SMMS and the format for the same shall be finalised after mutual agreement with GMDC. Tentative list of MIS report envisaged at this stage is specified below.
- **Below is the non-exhaustive list of report to be submitted by MSP to GMDC. After the issuance of LOA, MSP shall undertake final/Exhaustive List from GMDC team.**
- **Daily reports**
  - Summary of resolved, unresolved and escalated issues / complaints
  - Log of backup and restoration undertaken
- **Weekly Reports**
  - Summary of systems rebooted.
  - Summary of issues / complaints logged with the OEMs.
  - Summary of changes undertaken in the Cloud Data Centre including major changes like configuration changes, patch upgrades, etc. and minor changes like log truncation, volume expansion, user creation, user password reset, etc.
  - Hypervisor patch update status of all servers including the Virtual Machines running
  - Application monitoring reports
- **Monthly Reports**
  - Component wise server as well as Virtual machines availability and resource utilization
  - Consolidated SLA / Non- conformance report. Summary of component wise uptime.
  - Log of preventive / scheduled maintenance undertaken Log of break-fix maintenance undertaken
  - All relevant reports required for calculation of SLAs
- **Quarterly Reports**
  - Consolidated component-wise availability and resource utilization.

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- All relevant reports required for calculation of SLAs.
- The MIS reports shall be in-line with the SLAs and the same shall be scrutinized by the GMDC.
- The MSP shall provide necessary details including sizing, current loads, utilization, expected growth/demand and other details for scale up/scale down on monthly basis or as and when required by the GMDC.
- The MSP shall not delete any data before without approval of GMDC during the period of Contract and will not delete any data after the expiry of Contract without written approval from GMDC.
- The MSP should ensure and meet all standard data formats for data transfer /portability from cloud to GMDC machines and vice-versa.
- The MSP shall be responsible for any Risk Management and planning, or issues related to migration of data from DC to DR.
- On expiration / termination of the contract, the MSP will handover complete data in the desired format to GMDC which can be easily accessible and retrievable.
- The MSP will train and transfer the knowledge to the replacement agency or GMDC to ensure continuity and performance of services post expiry of Contract.

**Part 5: Gap Analysis for efficient usage management of ERP applications.**

The Bidders shall need to mandatorily quote Service Fees separately as per the Price Bid format provided in this RFP for this task. However, the award of the work pertaining to Part 5 is optional and GMDC shall in its sole discretion decides to award the work / commission the scope pertaining to Part 5 to the MSP. The Prices quoted by Bidders for Part 5 shall be considered for the price bid evaluation. It may also be possible that GMDC may commission this study more than once (i.e. during Part 1). GMDC shall make additional separate payment each time it commissions such study as per the payment terms.

With the objective of maximizing usage of Oracle EBS modules on cloud, the MSP will undertake following activities:

**Gap Analysis Report**

- Assessment of usage pattern of all migrated Oracle EBS modules on cloud.
- Conduct GAP analysis and identify the modules having non/limited usage/ non optimal usage.
- Interact with all GMDC departments and identify causes of non/ limited/ non optimal usage of modules.
- To analyze the operational and customization requirements in Oracle EBS reporting and functionalities if so needed.

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- Prepare strategies for increasing the usage of ERP Modules.
- The monitoring post implementation should be done and productivity enhancement reports should be submitted by the MSP

The MSP shall submit the Gap analysis Report to GMDC.

### **Implementation of Customization in functionalities**

- In case GMDC intend to undertake customized changes as suggested in Gap analysis report, then such customization shall be either undertaken by the MSP or any third Party as the GMDC may decide. In case GMDC ask MSP to undertake such changes then it shall be treated as Change request as per the Part 7.
- The MSP shall note that O&M of the newly developed functionalities will be part of current O&M services at no extra cost to GMDC. Even if GMDC shall get these changes developed by the third-party vendor, the current MSP will have to do the O&M services at no extra cost to GMDC.

### **Training Module and Training**

- Post implementation of such changes, the MSP will conduct offline training sessions for GMDC staff to enhance optimal usage of existing and newly developed modules during the entire tenure of the contract period. MSP shall provide module-wise user guides and required training as defined at no extra cost to GMDC for GMDC staff in the form of user guides and sessions.

### **Part 6: Preparation of Architecture and Roadmap for migrating to Software as a Service (SaaS) model of cloud Services.**

The Bidders shall need to mandatorily quote Service Fees separately as per the Price Bid format provided in this RFP for this task. However, the award of the work pertaining to Part 6 is optional and GMDC shall in its sole discretion decides to award the work / commission the scope pertaining to Part 6 to the MSP. The Prices quoted by Bidders for Part 6 shall be considered for the price bid evaluation.

GMDC also intends to explore migration to SAAS model (any leading SaaS ERP providers) on cloud from IAAS model. In this perspective, GMDC intends the MSP to prepare SAAS migration plan comprising but not limited to followings.

- Undertake business need assessment by coordinating with the internal and external stakeholders. Based on business need analysis create a technical document comprising of followings.
  - The details of GMDC's needs.
  - IaaS vs SaaS comparison along with Cost benefit analysis for migrating to SaaS.
  - Suggested SaaS architecture.

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- Market assessment pertaining to available solution options which will meet GMDC needs including different ERP solutions available on cloud. This will also include CSP's offerings.
- Best Fit recommended solution for GMDC both in terms of various functionality and commercial aspects.
- Long terms business benefits of using the solutions on SAAS model to GMDC.

**This activity shall be undertaken as and when instructed by GMDC during the contract period. Timelines as mentioned in Section IV for this Part are tentative and may change at the sole discretion of GMDC.**

**Part 7: Indicative services to undertake for Change Request related activities if so, indented by GMDC.**

The Change request shall be recommended by the MSP or Authority as and when required. A complete Change Request process shall be followed starting with the submission of Change Control Notice by MSP to GMDC as per the given format in Annexure 15 of this RFP document.

**Indicative list of items which may be treated as change request inter alia includes.**

- Change in Customer Portal
- Addition of Payment Gateway
- Development of new module
- Development of new functionality
- Third party integration of new applications

The payment for change request shall be made as per the payment terms specified in this RFP. The MSP shall also be responsible for carrying out O&M of components developed as part of Change Request till the end of Contract Period.

**2. ROLES AND RESPONSIBILITIES**

The roles and responsibilities of GMDC and MSP are specified in table below.

#	List of Activities (The activities shall be completed as per the defined scope details in Section III of the RFP.)	Responsibility	
		Authority	MSP
1.	As-is Assessment report of existing infrastructure		✓
2.	Support for any historical operational document's requirement	✓	
3.	Continuity Plan for Migration to Cloud DC and Cloud DR		✓
4.	Cloud Migration Plan and propose required Cloud DC infrastructure		✓
5.	Procurement of Cloud DC and DR infrastructure from OCI	✓	
6.	Handover Takeover of existing on-premises DC		✓

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#	List of Activities (The activities shall be completed as per the defined scope details in Section III of the RFP.)	Responsibility	
		Authority	MSP
7.	Support for coordination multiple vendors for handover and takeover	✓	
8.	O&M for on-prim applications post takeover with MIS reports		✓
9.	Migration from on premises to Cloud DC		✓
10.	User Acceptance Testing Plan	✓	✓
11.	User Acceptance Testing activity	✓	✓
12.	User Acceptance Certificate	✓	
13.	Go-Live of the project	✓	✓
14.	Cloud DR set up		✓
15.	O&M post migration with MIS reports as required by Authority		✓
16.	Review and Gap analysis for efficient Usage management in O&M period		✓
17.	Architecture assessment for SaaS migration		✓
18.	Change Request Procedure	✓	✓
19.	Approval for Change Requests	✓	
20.	Implementation of Change Requests as per the provided approval		✓
21.	Maintain SLA throughout O&M period and submit documents for the same		✓
22.	Monitoring of the SLA throughout O&M contract period		✓
23.	Security related tests		✓
24.	DC-DR drills		✓
25.	Deployment of on-site personnels (as per Technical score criteria)		✓
26.	Undertaking all require measures for safe and secure database of GMDC		✓
27.	Raise timely invoices as per the RFP defined Payment Terms and price bid along with supporting document		✓
28.	Payment to the MSP as per the RFP defined Payment Terms and price bid of the MSP	✓	

Note: "✓" in the above table represents the respective activity to be done by respective stakeholder i.e.: Authority / MSP.

## SECTION IV: LIST OF DELIVERABLES AND ITS TENTATIVE TIMELINES

As part of the project scope, MSP shall follow the below timelines with the deliverables list as per the defined scope of work activities.

Sr. No	Deliverables	Timelines (In Months) (T=Within 30 days from Issuance of Letter of Award)	Cumulative Timeline for reference (In Months)
1)	<b>As-Is Assessment and Migration Plan</b> a. As Is Assessment Report of existing infrastructure and applications. b. Continuity Plan for Migration to Cloud DC and Cloud DR. c. Cloud Migration Plan	T1=T+1 month	1 month
2)	<b>O&amp;M of existing on-premises DC (optional scope)</b> - O&M of existing on-premises DC and its third-party applications with O&M services	T2=T1+3 months [3 months of O&M]	4 months
3)	<b>Migration and DC Formation &amp; Testing and Go-Live of the project</b> - Migration from on-premises to Cloud		
4)	<b>Stabilization period for Cloud DC (Post Go-Live support)</b>	T3=T2+2 months (2 months from the date of Go-Live Certificate)	6 months
5)	<b>Setting up of Cloud DR</b>		
6)	<b>Operation and Maintenance post Migration, Review and Training:</b> MIS Reports as mentioned in the Scope of Work Chapter 3	T4=T3+3 years from the date of Completion Certificate for Stabilization Period	42months
7)	<b>Review and Gap analysis for Usage enhancement (To be undertaken when</b>	Activity during O&M stage	

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Sr. No	Deliverables	Timelines (In Months) (T=Within 30 days from Issuance of Letter of Award)	Cumulative Timeline for reference (In Months)
	<p><b>such scope is commissioned by GMDC during O&amp;M Period)</b></p> <ul style="list-style-type: none"> <li>- Gap Analysis report of undertaken migration activity for Cloud DC and Cloud DR</li> <li>- Strategies for optimizing usage management of the ERP services</li> </ul>	This activity shall be undertaken when asked by GMDC	
8)	<b>Architecture Assessment for SAAS Migration (To be undertaken when such scope is commissioned by GMDC during O&amp;M Period)</b>	This Scope shall be undertaken when asked by GMDC	
9)	<b>Change Request Scope</b>	This scope shall be undertaken when asked by GMDC	

## SECTION V: SERVICE LEVEL AGREEMENTS

In order to maintain and improve the quality of the Cloud Services, the Authority shall monitor the MSP's performance through a comprehensive Service level described in this section.

The responsibility matrix specified hereunder attempts to impart clarity on roles and responsibilities of different stakeholders involved in these activities.

Particulars	MSP Responsibility	OCI Responsibility	Internet provider's responsibility
Infrastructure services on cloud		✓	
Management of Infrastructure services	✓	✓	✓
Software services – Application Availability	✓		
ISP links			✓
Resource utilisation management (Infrastructure Resources utilisation)	✓	✓	
Reports management	✓		
Backup and Storage Management	✓		
Maintain RPO/RTO	✓	✓	
Vulnerability and Patch Management	✓	✓	

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Above matrix is useful to understand SLAs requirements from each stakeholder.

The Service levels specified in this section shall have to be adhered to by the MSP during the Migration Period and maintenance period.

It is to be noted that the list of identified performance parameters is not exhaustive and can be added/ modified during the course of Contract as per mutual agreement of Authority and Service Provider. Further the Damages payable for breach of SLAs specified hereunder shall be limited to 10% of Contract Price/ Contract Value.

Information for evaluation of the SLA Parameters shall be collected through System generated Reports from the tool, manual inspection, issue logged through call centre/helpline/emails, and other tools.

The SLAs are categorised into three parts as below.

- A. SLAs until migration including O&M of On-Premises DC and Oracle EBS Applications** - Applicable to the MSP if on premise O&M is awarded to the MSP.
- B. SLAs for applications and related activities during O&M of Cloud DC and DR** – Applicable to the MSP
- C. SLAs for Cloud Infrastructure and Network Infrastructure** – Management and monitoring by MSP

Each of above are further described below.

- A. Above SLAs are further elaborated below. SLAs until migration including O&M of On-Premises DC and Oracle EBS Applications** - Applicable to the MSP if on premise O&M is awarded to the MSP. The MSP shall have to ensure continuity of all EBS applications with 99.95% availability. The applicable SLAs during this period is specified below.
  - 1) Availability of only EBS applications as per the sr no 1 of table provided in section B
  - 2) Availability of regular reports for only EBS applications as per the sr no 2 of table provided in section B
  - 3) Data backup and Restore management for only ERP database as per the sr no 4 of table provided in section B

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4) Security breach including Data Theft/Loss/Corruption related to ERP applications and database as per the sr no 6 of table provided in section B

**B. SLAs for applications and related activities during O&M of Cloud DC and DR – Applicable to the MSP**

The MSP shall have to abide by SLAs as specified below. The preventive maintenance shall be carried out during the scheduled down time by the MSP. In case of Non meeting the SLA’s, the corresponding damages as defined in SLA’s table shall apply.

S. No.	Service Objective	Level	Measurement Methodology	Measuring duration	Target/Service Level	Measured by	Damages
<b>Availability/Uptime of services (Availability of applications and reports)</b>							
<b>1</b>	Availability of Applications	of	Availability (as per the definition in the SLA) will be measured for each of the ERP and third party integrated applications over both the User / Admin Portal and APIs (where applicable)	Monthly	>= 99.5%	System generated report from application monitoring tool.	Damages as indicated below (on per occurrence): <ul style="list-style-type: none"> <li>• for every reduction of 0.5% in availability: INR 25,000 damages.</li> <li>• Maximum damages shall be 10% of Quarterly payments.</li> </ul>
<b>2</b>	Availability of regular reports		Regular reports as specified in Section III Part 4 should be submitted to GMDC by 5 <sup>th</sup> of every month.	Monthly	Regular reports should be submitted to the authority by 5 <sup>th</sup> of every month.	Reports defined by GMDC.	Damages as indicated below (on per occurrence): <ul style="list-style-type: none"> <li>• Each day Delay in submission of reports beyond the date specified in</li> </ul>

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S. No.	Service Objective	Level	Measurement Methodology	Measuring duration	Target/Service Level	Measured by	Damages
							column no 5 : INR 200 penalty.
<b>Data Recovery and Data Backup management</b>							
3	DR Drills		At least two DR drills in a year (once every six months) or as per the agreement	Every Six months	At least two DR drills in a year (once every six months) or as per the agreement		No of DR Drill for a tenure of six months than 4% damages of Six months O&M bill shall be deducted as damages.
4	Data backup and Restore management		Data backup from the source Cloud DC to destination system Cloud DR and it should be T-4 hours	Daily	100%	System generated report from application monitoring tool.	Damages as indicated below (per occurrence): <ul style="list-style-type: none"> <li>• Per occurrence: 5% Quarterly bill amount.</li> <li>• Maximum damages shall be 10% of Quarterly payments.</li> </ul>
<b>Support Channels - Incident and Helpdesk</b>							
5	Time to Resolve - Severity 1,2,3.		Time taken to resolve the reported ticket / incident from the time of logging.	Daily	<ul style="list-style-type: none"> <li>• <b>Severity 1</b> : All incidents should be resolved within 2 Hours of problem reporting.</li> </ul>	System generated report from application monitoring tool.	Damages as indicated below (per occurrence): <ul style="list-style-type: none"> <li>a) For Severity 1 if the resolution is provided beyond permissible days, then for every additional 1-</li> </ul>

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S. No.	Service Objective	Level	Measurement Methodology	Measuring duration	Target/Service Level	Measured by	Damages
	(Severity Levels are defined below this table)				<ul style="list-style-type: none"> <li><b>Severity 2:</b> All incidents should be resolved within 12 Hours of problem reporting.</li> <li><b>Severity 3:</b> All incidents should be resolved within 1 days of problem reporting</li> </ul>		<p>hour of delay the damages of INR 25,000 shall be applicable.</p> <p>b) For Severity 2 if the resolution is provided beyond permissible time, then for every additional 2 hours of delay the damage of INR 15,000 shall be applicable.</p> <p>c) For Severity 3 if the resolution is provided beyond permissible days, then for every additional 1 day of delay the damage of INR 5000 shall be applicable.</p>
<b>Vulnerability Management</b>							
<b>6</b>	Security breach including Data Theft/Loss/Corruption		Any incident where in system compromised or any case wherein data theft occurs (including internal incidents)	Monthly	No breach	System generated report from application	For each breach/data theft, penalty will be levied as per following criteria.

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S. No.	Service Objective	Level	Measurement Methodology	Measuring duration	Target/Service Level	Measured by	Damages
						monitoring tool.	<ul style="list-style-type: none"> <li>• Damages for per occurrence of security breach incident: 5% Quarterly bill amount</li> <li>• Above will not be part of overall SLA penalties cap per month. In case of serious breach of security wherein the data is stolen or corrupted, GMDC reserves the right to initiate penal actions as per the rights available under laws and or terminate the contract.</li> </ul>

**Severity Details:**

**Severity 1:** Access to the Application is impacted (Unavailability of CSP shall be excluded) and (GMDC) users affected. E.g., Application on IAAS is not up, or Logins are blocked, or Application timeout.

**Severity 2:** GMDC users are affected for issue in accessing reports module e.g.: users are not able to view reports or carry out normal functions.

**Severity 3:** A user is affected for issues. e.g.: User is not able to enter / process the transaction, specific login issues, mails / alerts / SMS not being sent.

**Uptime Calculation for the calendar month:** (Uptime Hours in the calendar month + Scheduled Downtime in the calendar month) / Total No. of Hours in the calendar month] x 100}

Schedule down time in a month shall be decided by the Authority and the MSP in consultation with each other.

**C. SLAs for Cloud Infrastructure and Network Infrastructure – Management and monitoring by MSP**

The MSP being the Turnkey Service Provider for undertaking cloud migration and its O&M thereafter, the MSP shall be completely responsible for the management and monitoring of the performance of Cloud Infrastructure and Network Infrastructure. The MSP shall try to ensure availability of Cloud Infrastructure and Network Infrastructure from Authority appointed CSP and Network Service Provider by employing performance monitoring tool. Therefore, below mentioned SLAs shall also become applicable to the MSP provided reasons for breach are not applicable to OCI and Network Service Provider.

For the reasons/ issues associated entirely with OCI and Network Service provider, the MSP will have to submit substantiate proof with system generated reports (to be assessed/of the identified issue highlighting the root cause analysis associated from OCI and / or Network provider’s side and not linked with MSP’s obligations for the services linked with this project components). If the MSP fails to submit the said RCA/proof for the identified issue within one week from the issue log date, then MSP will be responsible for the damages as mentioned in the table below. For the issues attributed to OCI or network service provider, then below mentioned damages shall not become applicable to the MSP. In such case, the MSP shall support and undertake coordination activities in providing quick resolution for the issues.

S. No.	Service Objective	Level	Measurement Methodology	Measuring duration	Target/Service Level	Measured by	Damages
1.	Availability of cloud infrastructure services Resources (VMs, Storage, OS, VLB, Security services)		Availability (as per the definition in the SLA) will be measured for each of the underlying components (e.g., VM,	Monthly	>= 99.5%	System generated report from application	Damages as indicated below (on per occurrence): <ul style="list-style-type: none"> <li>For every reduction of 0.5% in availability: INR 25,000 damages.</li> </ul>

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S. No.	Service Objective	Level	Measurement Methodology	Measuring duration	Target/Service Level	Measured by	Damages
			Storage, OS, VLB, Security Components) provisioned in the cloud.			monitoring tool.	<ul style="list-style-type: none"> <li>Maximum damages shall be 10% of Quarterly payments.</li> </ul>
2.	Availability of the network links at DC and DR (links at DC / DRC, DC-DRC link )		Availability (as per the definition in the SLA) will be measured for each of the network links provisioned in the cloud.	Monthly	>=99.5%	System generated report from application monitoring tool.	Damages as indicated below (on per occurrence): For every reduction in 0.5% availability INR 2000 damages.
3.	Recovery Objective (RTO)	Time	Measured during the regular planned or unplanned (outage) changeover from DC to DR or vice versa.	Monthly	RTO <= 30 minutes	System generated report from application monitoring tool.	Damages as indicated below (on per occurrence): <ul style="list-style-type: none"> <li>For every additional 30 minutes breach INR 25,000 penalty.</li> </ul>
4.	Recovery Objective (RPO)	Point	Measured during the regular planned or unplanned (outage) changeover from DC to DR or vice versa.	Monthly	No breach	System generated report from application monitoring tool.	Damages as indicated below (on per occurrence): <ul style="list-style-type: none"> <li>For every additional 30 minutes breach INR 25,000 damages.</li> </ul>

## SECTION VI: INSTRUCTIONS TO BIDDERS

### 1. INTRODUCTION

#### 1.1. Bidding Process

- a. GMDC has adopted a two-stage online bidding system separately for Technical Bid and Financial Bid with evaluation as per Quality cum Cost Based System (QCBS) Method as detailed out in **RFP for Selection of Managed Service Provider (MSP) to carryout services associated to Oracle EBS Cloud Migration and Operations & Maintenance Services Post Migration** (the “**Bidding Process**”). Eligibility Bid and Technical Bid shall be submitted physically whereas Financial Bid shall be submitted online through <https://tender.nprocure.com>. The Bidders are required to place pen drive comprising of soft copy of Eligibility and Technical proposal/Bid as part of Technical Bid submission along with Physical copy. The Bids for which the Financial Bid is submitted in hard copy / physical form/ pen drive shall be rejected as non-responsive. Complete Bid shall be submitted on or before the time and date fixed for submission of Bid (“**Bid Due Date**”). Bid delivered after Bid Due Date will be rejected.
- b. The Bidders need to offer their Bid which conforms to Terms of Reference and Terms and Conditions provided as part of this RFP Document.
- c. In a first step, evaluation of Technical Bid will be carried out as specified in Clause 6.2 of SECTION VI. Based on Technical evaluation, the Financial Bids of only Bidder’s meeting Responsiveness Test, Pre-Qualification Criteria and Technical Criteria as specified in clause 6.2(a), 5.1 and 5.2 respectively shall be opened.
- d. In the second stage, a Financial Bid/Price Bid Evaluation of Technically Qualified Bidders will be carried out as per Clause 5.3. The Bids will finally be ranked from the highest to lowest according to Composite Score derived from Quality cum Cost based method (the “QCBS”) specified in Clause 6.5 of RFP SECTION VI. The Bidder obtaining highest composite score shall be considered as Preferred Bidder (the “**Preferred Bidder**”).
- e. The bidders are required to quote Services Fees as defined in the financial bid format as provided in Annexure 9 of this RFP for executing TOR as specified in SECTION VI.

#### 1.2. Due Diligence

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment, scope of work, all instructions, forms, terms and conditions of RFP, local condition and any other matters considered relevant by them before submitting the Bid by paying a visit to the site, sending written queries to GMDC, and attending a Pre-Bid meeting.

#### 1.3. Acknowledgement by Bidder

By submitted the bid or proposal, the bidder acknowledges that:

- 1) Made a complete and careful examination of the RFP.
- 2) Received all relevant information requested from GMDC;
- 3) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP

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or furnished by or on behalf of GMDC relating to any of the matters referred to in Clause 1.2 above; and

- 4) Acknowledged that it does not have a Conflict of Interest
- 5) Agreed to be bound by the undertakings provided by it under and in terms hereof.

GMDC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by GMDC.

**1.4. Cost of Bidding**

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. GMDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

**1.5. RFP Fee**

- a) Bidder will need to submit nonrefundable RFP Document/Tender Fee **of INR 5,900 (i.e. RFP fees of INR 5,000 plus 18% GST)**. The RFP Document Fees shall be submitted (i) in the form of a Demand Draft in favor of **“Gujarat Mineral Development Corporation Limited”** and payable at Ahmedabad along with the Bid as per marking and sealing section **or** (ii) by depositing the stated amount directly into GMDC bank account through NEFT/RTGS. In such a case, while submitting the online bid on npccure, when Bidders are prompted to input the DD number, the Bidder may enter the NEFT/RTGS transaction number. Details for payment in favor of GMDC Limited through electronic mode is specified below:

ICICI Bank, Ahmedabad Branch

Account Number: 002405019379

- b) If payment is made through electronic mode, then Bidder shall submit the receipt of the same in the technical bid documents as per the format provided in Annexure 5.
- c) In case of Demand Draft then Demand Draft shall be from any bank among the list of scheduled commercial Bank in India published by RBI. This demand Draft for RFP document shall be non-refundable. Bids that are not accompanied by the RFP fees in acceptable amount and form shall considered non- responsive and shall be summarily rejected.

**1.6. Schedule of Bidding**

<b>Event Description</b>	<b>Date, Time and Address</b>
<b>Brief Description of work</b>	Services associated to Oracle EBS Cloud Migration and Operations and Maintenance Services Post Migration

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Event Description	Date, Time and Address																				
Date from which RFP documents will be available	RFP shall be available from <b>27/10/2023</b> from website <a href="http://www.gmdcltd.com">http://www.gmdcltd.com</a> & <a href="https://tender.nprocure.com">https://tender.nprocure.com</a>																				
Last date for receiving Pre-Bid queries/clarifications	<p>Bidders may send their queries by <b>06/11/2023</b> up to 17:00 hrs to following contacts or reach out for any assistance.</p> <p><b>Mr. R K Dash,</b>  <b>General Manager (IT)</b>            Email: <a href="mailto:tenderit@gmdcltd.com">tenderit@gmdcltd.com</a>            Address: Khanij Bhavan, 132 ft Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad.</p> <p>The queries to be submitted in following format in excel format:</p> <table border="1" data-bbox="635 904 1437 1671"> <thead> <tr> <th colspan="4" data-bbox="635 904 1437 972">Bidders Request for Clarification</th> </tr> <tr> <th data-bbox="635 972 855 1196">Name and Address of the Organization submitting request</th> <th data-bbox="855 972 1062 1196">Name and Position of Person submitting request</th> <th colspan="2" data-bbox="1062 972 1437 1196">Contact details of the Organization / Authorized Representative</th> </tr> </thead> <tbody> <tr> <td data-bbox="635 1196 855 1379"></td> <td data-bbox="855 1196 1062 1379"></td> <td colspan="2" data-bbox="1062 1196 1437 1379">Tel: Mobile: Email:</td> </tr> <tr> <th data-bbox="635 1379 855 1603">Sr. No.</th> <th data-bbox="855 1379 1062 1603">RFP Document Reference (Section and Page no.)</th> <th data-bbox="1062 1379 1254 1603">Content of RFP requiring clarification</th> <th data-bbox="1254 1379 1437 1603">Clarification sought</th> </tr> <tr> <td data-bbox="635 1603 855 1671">1.</td> <td data-bbox="855 1603 1062 1671"></td> <td data-bbox="1062 1603 1254 1671"></td> <td data-bbox="1254 1603 1437 1671"></td> </tr> </tbody> </table>	Bidders Request for Clarification				Name and Address of the Organization submitting request	Name and Position of Person submitting request	Contact details of the Organization / Authorized Representative				Tel: Mobile: Email:		Sr. No.	RFP Document Reference (Section and Page no.)	Content of RFP requiring clarification	Clarification sought	1.			
Bidders Request for Clarification																					
Name and Address of the Organization submitting request	Name and Position of Person submitting request	Contact details of the Organization / Authorized Representative																			
		Tel: Mobile: Email:																			
Sr. No.	RFP Document Reference (Section and Page no.)	Content of RFP requiring clarification	Clarification sought																		
1.																					
<b>Pre-Bid Meeting</b>	<p>Pre-Bid Meeting will be held on 08/11/2023 at 15.00 Hours. Venue of pre-bid meeting will be Corporate Office, GMDC, Ahmedabad (Gujarat).</p> <p>Join from the meeting link : <a href="https://webex.com">https://webex.com</a>  <a href="https://gmdcltd.webex.com/gmdcltd/j.php?MTID=m654c5500f1b8c3f0f5fc88218553b220">https://gmdcltd.webex.com/gmdcltd/j.php?MTID=m654c5500f1b8c3f0f5fc88218553b220</a></p>																				

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Event Description	Date, Time and Address
	<p>Meeting number (access code): 2518 921 0525</p> <p>Meeting password: Meeting@1234 (63384641 from video systems)</p>
Online Submission of Price Bid	<p>The Price Bid is to be submitted online <b>only</b> at designated place on <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> <b>28/11/2023</b> up-to 17:00 hrs. and (i) any submission of offline price bid (i.e., physical submission) or (ii) submission of price bid along with technical bid will lead to disqualification.</p> <p>A copy of instruments or information pertaining to it may be required to be submitted online at the time of submission of Price bid.</p> <p>Technical Bid is not to be submitted online, but should be submitted in <b>physical offline mode after the submission of the Price Bid</b> at the designated address by the deadline mentioned.</p>
Last Date and Time of Submission of Technical Bid, RFP Fees & EMD in Hard Copy	<p>The Technical Bid is to be submitted offline, strictly before the due date for online submission of price bid but on or before <b>28/11/2023 up to 17:00 Hrs.</b> at GMDC office situated at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052, <b>by Speed Post/RPAD/Hand delivery/Courier</b> in sealed cover duly super scribed as mentioned in the RFP.</p>
Opening of Technical Bid	On <b>28/11/2023 AT 18:00 Hrs.</b> at GMDC office
Opening of Price Bid	To be indicated to later after completion of Technical Evaluation
Signing of Agreement	Within 30 days from the date of issuance of LOA.
<b>General and Important Terms and Conditions</b>	<p>GMDC reserves absolute right/discretion to accept and/or reject any or all the RFPs received or invite fresh bid at any stage or split the work between more than one Bidders as the case may be.</p> <p>The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the RFP document.</p>

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Event Description	Date, Time and Address
	<p>Conditional RFP shall not be entertained and will be rejected summarily without assigning any reasons.</p> <p>GMDC may issue amendments/corrigendum in the RFP documents, schedule, forms etc. at any time during the period between publication of notice and submission of bids of the RFP on website. The Bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid. No separate newspaper advertisement will be released for amendments /corrigendum.</p> <p>GMDC reserves the rights to modify or alter any Condition of the RFP.</p> <p>The Bidders are advised to submit their price bid online on <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> only. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons.</p> <p>Failure to submit bid online in stipulated time due to any reason whatsoever by any Bidder shall result in disqualification of bid. In such circumstances, bid submitted physically along with supporting documents, RFP processing fees, EMD amount etc. shall not be considered as bid submitted and the same will be returned back to the Bidder without opening the same. GMDC reserves the right to take suitable decision in this regard.</p>

GMDC shall endeavor to adhere to the bidding schedule as specified above. However, there may be changes due to unavoidable circumstances. Any change shall be informed by placing the Corrigendum on the website and n-procurement portal.

## **2. GENERAL**

### **2.1. Bid Validity**

- a. Bids shall remain valid for a period of not less than 180 days (One Hundred and Eight days) from the Bid Due Date/Bid Submission Date (the **“Bid Validity Period”**). The Bid of the Bidder shall be considered non-responsive if such Bid is valid for a period less the Bid Validity Period.
- b. In exceptional circumstances, prior to expiry of the original Bid Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period.

The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with Clause 2.5 of RFP SECTION VI in all respects.

## **2.2. Numbers of Bids by Bidder**

No Bidder shall submit more than one Bid pursuant to this RFP. If a Bidder submits or participates in more than one Bid, such Bids shall be disqualified.

## **2.3. Governing Law and Jurisdiction**

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

## **2.4. Authority's Right to Accept and Reject any Bids or all Bids**

- a) Notwithstanding anything contained in this RFP, GMDC reserves the right to accept or reject any Bid and to annul the Bidding Process /Bid Evaluation Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b) It shall be deemed that by submitting the Bids, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- c) Without prejudice to the generality of Clause (a) and (b) above, GMDC reserves the right to reject any Proposal/Bid if:
  - 1) Bid does not meet the Pre-qualification qualification criteria specified in this RFP.
  - 2) at any time, a material misrepresentation is made or discovered, or
  - 3) The Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.
  - 4) the Bidder does not provide, within the time specified by GMDC, the supplemental information sought by GMDC for evaluation of the Bid.
  - 5) Bidder submits conditional Bid.
- d) If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then GMDC

reserves the right to consider the next best Preferred Bidder or take any other measure as may be deemed fit in the sole discretion of GMDC, including annulment of the Selection Process.

## **2.5. Earnest Money Deposit (EMD)/Bid Security**

- a) The bidder shall furnish, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for Captioned work as part of his Bid as per the given format. The Bid Security/EMD shall be sealed in a separate sealed envelope along with RFP Fees and super scribing "Earnest Money Deposit and RFP Fees ". An Earnest Money Deposit of amount **INR 10 lakh (INR Ten Lakh)** shall be provided in favor of "**Gujarat Mineral Development Corporation Ltd**", in any one of the following forms/formats. The List of Approved Banks is provided in Annexure 14.
  - i. Account payee Demand Draft /Banker's Cheque from any bank among the list of scheduled commercial Bank in India published by RBI.
  - ii. An irrevocable Bank Guarantee (the "**Bank Guarantee**"), payable at Ahmedabad from Approved Bank (except Cooperative Banks)to Authority as per the Annexure 14 and valid for a period of 210 days (Two Hundred and Ten Days) from the Bid Due Date in the format prescribed in the bid documents. The validity of Bank Guarantee may be extended as may be mutually agreed between Authority and Bidder from time to time as per clause 2 of RFP SECTION VI. In case Bidder intends to provide Bank Guarantee then it should be provided Compulsory e-Bank Guarantee Confirmation through ICICI Bank through SFMS<sup>1</sup> under our IFS Code: ICIC0000024 and UIC GMDC530265584 for Field 7037. Bank Name: ICICI BANK LTD.
- b) Any bid not accompanied with valid Earnest Money Deposit and RFP fee in the acceptable amount, form and validity period will be summarily rejected by GMDC as being non-responsive and bids of such Bidder shall not be evaluated further.
- c) GMDC shall not be liable to pay any interest on the Bid Security/EMD deposit and the same shall be interest free. The EMD shall be furnished in Indian Rupees only.
- d) The Bid Security of unsuccessful Bidders will be returned by GMDC, as promptly as possible on acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding Process. Bidders may by specific instructions in writing to GMDC give the name and address of the person in whose favor the said demand draft shall be drawn by GMDC for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- e) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof or if and when GMDC cancels the bidding.
- f) GMDC shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia

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<sup>1</sup> Structured Finance Messaging System (SFMS) is a RBI mandated Bank Guarantee Messaging System.

in any of the events specified below. The Bidder, by submitting its Bid, shall be deemed to have acknowledged and confirmed that GMDC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

- i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 8 of this RFP SECTION VI;
- ii. If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and GMDC;
- iii. In the case of Successful Bidder, if it fails within the specified time limit –
  - 1) to sign and return the duplicate copy of LOA
  - 2) to sign the Agreement within the time period specified by GMDC.
  - 3) to furnish the Performance Security within the period prescribed therefore in the RFP; or
  - 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

### **3. DOCUMENTS AND PRE-BID CONFERENCE**

#### **3.1. Content of RFP**

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 3.4 of this section.

##### **Notice Inviting Tender**

- SECTION I: Background
- SECTION II: Existing Solution Brief
- SECTION III: Scope of Work
- SECTION VI: List of Deliverables and Project Timelines
- SECTION V: Service Level Agreements
- SECTION VI: Instructions to Bidders (ITB)
- SECTION VII: Payment Terms
- SECTION VIII: Contract Terms & Conditions
- SECTION VIII: Annexure

### **3.2. Clarification to RFP Documents**

- a) Bidders requiring any clarification on the RFP may notify GMDC in writing through email at the address provided in clause 1.6 of Section 6. They should send in their queries on or before the date mentioned in clause 1.6 in order to enable Authority to have adequate notice of the said queries so that the same can be addressed at the Pre-Bid Meeting or shortly later. GMDC shall Endeavour to respond to the queries at short span of time prior to Bid Due Date. The responses to queries will be uploaded on website of GMDC <http://www.gmdcltd.com> and <https://tender.nprocure.com>. GMDC is not bound to take cognizance of any queries raised after the date mentioned in the Bid Sheet Section for sending queries.
- b) GMDC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, GMDC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring GMDC to respond to any question or to provide any clarification.
- c) GMDC may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to RFP. All clarifications and interpretations issued by GMDC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority, or its employees or representatives, shall not in any way or manner be binding on GMDC.

### **3.3. Pre-Bid Meeting**

- a) A pre-bid meeting would be held at time and an address specified in clause 1.6 of Section 6. Bidders shall bear their own cost of attending any pre-bid meeting.
- b) During the course of pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of GMDC. GMDC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, considered appropriate for facilitating a fair, transparent and competitive Bidding Process.
- c) Clarifications/responses would be shared by uploading such responses online only at website of Authority (i.e. <http://www.gmdcltd.com> and <https://tender.nprocure.com>) if required in the form of an addendum and or corrigendum.
- d) Non-attendance at the pre-bid conference shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

### **3.4. Amendment of Bidding Documents**

- a) At any time prior to the Bid Due Date, GMDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/corrigendum.
- b) Any Addendum/Corrigendum issued hereunder and shall be uploaded only on Authority website <http://www.gmdcltd.com> and <https://tender.nprocure.com>,

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- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, GMDC may, in its sole discretion, extend the Bid Due Date.

#### **4. PREPARATION AND SUBMISSION OF BIDS**

##### **4.1. Language of Bid**

- a) The Bids and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder.
- b) The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event, there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

##### **4.2. Bid Currency**

All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

##### **4.3. Format and Signing of Bid**

- a) The Bidder shall provide all the information sought under this RFP. GMDC will evaluate only those Bids that are received in the required formats and complete in all respects.
- b) The Bid must be properly signed by the authorized signatory (the "Authorized Signatory") as detailed below:
- (1) by a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited Company or a Limited Liability Partnership firm.
- c) In case of the Bidder being Company incorporated under Indian Companies Act 1956/2013, the Power of Attorney shall be supported by a Board Resolution in favor of the person vesting power to the person signing the Bid.

##### **4.4. Submission Format & Sealing and Marking of Proposals**

- a) The original instruments of the Bid Security of the required value and in approved format as specified in clause 2.5 of Section VI and RFP Fees as specified in clause 1.5 of Section VI shall be sealed in an envelope on which the following shall be superscribed:
- "RFP for Selection of Managed Service Provider for services associated to Oracle EBS Cloud Migration and Operations and Maintenance Services Post Migration – EMD and RFP Fees."***
- b) **The Technical Bid** shall be submitted in **Hard copy**. The documents and format to be

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submitted for Technical Bid shall be as follows.

Sr. No	Annexure No.	Particulars
1.	1	Letter of Bid Submissions signed by authorized signatory of Bidder
2.	2	Bidder's Organization details: Certificate of registration in India along with RBI approval certificate, GSTIN certificate, PAN details <b>OR</b> Partnership deed, GSTIN registration, PAN details <b>OR</b> Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details as may be applicable.
3.	3	Statutory Auditor/Registered Chartered accountants statement specifying audited Turnover for last three Years as per clause 5.1 of Section VI Audited Financial statements for last three years as per clause 5.1 of Section VI
4.	4	No Blacklisting certificate on Stamp Paper
5.	8	Work Experience details
6.	11	Description of Approach, Methodology and Work Plan for Performing the Assignment/SOW
7.	12	Curriculum Vitae (CV) for Proposed Team and Support Staff
8.	13	Undertaking for information and document provided are true.
9.		Authorization of signatory in the form of Board Resolution/ or Power of Attorney (POA notarized and Applicable in case of bid not being signed by the person directly authorized by the firm), as applicable
10.		Original RFP documents issued along with updated addendums /amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.
11.		A pen drive comprising of soft copy of Technical Bid also to be submitted as part of Technical Bid

The documents of Technical Bid shall be submitted in hard copy (physical submission) as per the list of submittals provided in table hereinabove of this RFP and should comprise of all documents required to be submitted as per the said Annexure. All documents of the technical proposal/Bid shall be placed and sealed in an envelope on which the following shall be super scribed:

**“RFP for Selection of Managed Service Provider (MSP) for services associated to Oracle EBS Cloud Migration and Operations & Maintenance Services Post Migration - *Technical Bid*”**

***Both envelopes specified in sub clause a) and b) shall be placed in outer envelopes, super scribed and delivered by the Due date as per the address given :***

**“RFP for Selection of Managed Service Provider(MSP) for services associated to Oracle EBS Cloud Migration and Operations & Maintenance Services Post Migration – *Bid submission*”**

*RFP for Selection of Managed Service Provider for services associated to Oracle EBS  
Cloud Migration and Operations & Maintenance Services Post Migration.*

Addressed to :

Mr. R K Dash, General Manager IT,  
Gujarat Mineral Development Corp.

Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052

- c) **Financial Bid (Online)** to be filled up at designated places **only on <https://tender.nprocure.com>** as per the format provided in the Annexure 9.
- d) The Bidders are required to submit their Bids (i.e. Technical Bid and Price Bid) on or before the Bid Due Date specified in clause 4.5 of Section VI.

#### **4.5. Bid Due Date**

- a) The last date and time of submission of the Bids (the “Bid Due Date/Bid Submission Date”) is specified in clause 1.6 of Section 6.
- b) GMDC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders as per clause 3.4. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Bid Due Date as extended. Any such change in the Bid Due Date shall be notified to the Bidders by dissemination of requisite information in this behalf by uploading the Addenda on Authority website of GMDC <https://tender.nprocure.com>.

#### **4.6. Late Submission**

- a) Physical submissions for Technical Bid and EMD&RFP fees received by GMDC after the specified time and Date shall not be eligible for consideration and shall be summarily rejected.
- b) Authority shall not be responsible for any delay or non-receipt / non-delivery of any documents/ or technical issues pertaining to online Bid. The bidder is expected to take its registration for e tendering well in time and complete all procedure relating to e submission well in time so that there is time for handling any technical glitches. Bidders who are not familiar with the procedure for online bidding may advantage of training made available by e bidding platform nprocure. The contact details of (n)Procure are as follows:

**(n)Code Solutions (A Division of GNFC Ltd.)**

**403, GNFC Info tower, Bodakdev,**

**Ahmedabad - 380054. India**

**Sales : 079- 4000 7323**

**Support : 079- 4000 7300**

**Email : [nprocure@ncode.in](mailto:nprocure@ncode.in)**

**4.7. Modification and Withdrawal of Bids**

- a) Bidder shall not be able to modify any part of its Bid after the Bid Due Date. In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after online submission thereof. The Bidder may online modify, substitute or withdraw its bid after submission, prior to the Bid Due Date and time.
- b) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by GMDC, shall be disregarded.

**5. BID EVALUATION CRITERIA**

All bids must be considered responsive as described in **clause 5.4** in order to be considered fit to be evaluated. To be considered eligible and qualified, each Bidder should meet Pre-Qualification Criteria and obtaining minimum **70 marks** in the technical scores specified hereunder and will progress to the next stage of Price Bid opening. The Pre-Qualification Criteria and Technical Score are described below.

**5.1. Pre-Qualification Criteria**

A Bidder must meet Pre-Qualification Criteria as specified hereunder in order to qualify for next stage of evaluation.

#	Pre-Qualification Criteria	Required docs
1.	MSP should be a legal entity registered in India, since last 10 (Ten) years under either Indian Companies Act 1956/2013 or LLP Act 2008.	A copy of the Certificate of Incorporation
2.	Experience of implementing at least one project involving Migration of Oracle EBS ERP from on-premises data center to OCI during the last Five years in India/ globally.	Copy of Work Orders / Contracts/relevant evidence of work from client.  As per format provided in Annexure 8 of this RFP document.
3.	Experience of at least one project involving Operation and Maintenance of Oracle ERP applications and database for at least one year in last five years on OCI cloud in India/ globally.	Copy of Work Orders / Contracts/relevant evidence of work from client.  As per format provided in Annexure 8 of this RFP document.

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#	Pre-Qualification Criteria	Required docs
4.	The MSP should have average audited annual turnover of at least INR 100 Crore in any 3 consecutive financial years out of last 4 financial years (FY 19-20, FY20-21, FY 21-22, FY 22-23).	<p>Certificate(s) from statutory auditor with all relevant details from the MSP.</p> <p>The MSP shall provide a copy of any 3 of audited annual report to ascertain its turnover &amp; net worth.</p> <p>As per format provided in Annexure 3 of this RFP document.</p>
5.	The MSP Should be a profitable organization in any two financial years out of last three financial years namely FY20-21, FY 21-22, FY 22-23.	Annual Audited Financial Statements for FY 2020-21, FY 2021-22, FY 2022-23/ Statutory Auditor Certificate
6.	<p>Non- Blacklisting</p> <p>The MSP should not have been blacklisted by State/ Central Government Agencies in India as on the date of bid Submission.</p>	Self-Certification from the authorized signatory of the MSP as per the Annexure 4.
7.	<p><b>Experienced Manpower</b></p> <ul style="list-style-type: none"> <li>• The MSP should have at least 100 experienced manpower/ resources for its oracle practice.</li> <li>• The MSP must also showcase qualified and experienced manpower in areas as below as per the minimum qualifications and experience provided in clause 5.2 below.</li> </ul> <p>Oracle ERP applications experts, CRM experts, Database expert, Cloud service implementation expert, Cloud database experts, IBM AIX experienced expert.</p>	<p>Compliance on the company's letter head with details of Oracle experienced manpower details with respective domain and experience details.</p> <p>CVs of resources as per second bulleted point in adjacent column</p>

## 5.2. Technical Score Criteria

The Bids of the Bidders meeting Pre-Qualification criteria shall be considered for assessment and assigning of Technical Score. The Technical Score of the Bidder shall be evaluated as per Technical Score system provided hereunder.

Sr. No	Criterion	Conditions	Max. Marks	Total Marks for the Sub head
<b>1</b>	<b>Organizational Strength: Turnover and Employee Strength; Implementation References &amp; Certifications</b>			<b>60</b>
1.1	Average Annual audited turnover of Turnover of the Bidder in any 3 consecutive financial years out of last 4 financial years (FY 19-20, FY20-21, FY 21-22, FY 22-23).	100 $\geq$ Crore < 150 Crore	02	
		150 $\geq$ Crore < 200 Crore	04	
		> 200 Crore	06	
1.2	No. of experienced resources Team for Oracle EBS, Oracle Cloud Infrastructure and Project Management		<b>10</b>	
	Oracle Cloud Infrastructure Consultant	Minimum Qualification and Marking criteria for Project Team are specified in table below.	3	
	Database Administrator Expert		3	
	APEX Techno Functional Consultant		2	
	EBS Techno Functional Consultant		2	
1.3	Experience of Implementing Project in last five years.	> = 1 Project of similar nature	4	
	<b>Type of Project:</b> Experience of implementing project involving Migration of Oracle ERP from on-premises data center to OCI Cloud Infrastructure.  <b>Scope of Project:</b> ERP DB migration, EBS/ERP Upgrade, DB Upgrade, hosting custom application, Cross Platform migration from on premise to Cloud Infrastructure  <b>Period of Experience:</b> Last five years in India/ Global.	> = 3 Projects of similar nature	12	
		> = 5 Projects of similar nature	20	

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Sr. No	Criterion	Conditions	Max. Marks	Total Marks for the Sub head
	<b>Client:</b> Corporates/Private Sector/ Government/PSUs			
1.4	Experience of similar project involving Operation and Maintenance of Oracle ERP applications on OCI cloud for at least one year in last five years.  <b>Period of Experience:</b> Last five years in India/ Global.  <b>Client:</b> Corporates/Private Sector/ Government/PSUs.	> = 1 Project of similar nature	4	
		> = 3 projects of similar nature	12	
		> = 5 Projects Purchase orders of similar nature	20	
1.5	Certifications owned by the MSP organization	CMMI Level 5 / ISO 9000:2015 – 2 Marks  ISO 27001:2013 – 2 Marks	04	
<b>2</b>	<b>Technical Solution Offered:</b> The MSP to submit the complete document with Approach Methodology mechanism on task to be executed (Cloud Migration, Review & Gap analysis, O&M post migration) and insights of Architectures for SaaS migration highlighting the solutions USPs that with benefit GMDC in the long run (MSP to submit the document and GMDC will invite for the presentation)			<b>40</b>
2.1	<ul style="list-style-type: none"> <li>• Understanding of the key processes involved in migration and O&amp;M in GMDC’s requirements perspective – <b>10 Marks</b></li> <li>• Experience pertaining to Cloud migration and O&amp;M services on OCI for Oracle ERP applications through case studies (min 2) – <b>10 Marks</b></li> <li>• Given the industry status, best practices and objectives of GMDC, what is the suggested best fit approach and methodology for this work – <b>10 Marks</b></li> <li>• Insights of Architectures for SaaS migration highlighting the solutions USPs that with benefit GMDC in the long run – <b>5 Marks</b></li> </ul> Work Plan and Timelines – <b>5 Marks</b>			
<b>Total (1+2)</b>				<b>100</b>

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Bidder must Score minimum **70 marks** out of total 100 marks in Technical Marking Section specified herein above. The bids of bidders obtaining lower than 70 score will be declared disqualified and not be processed further for price bid evaluation stage.

The Qualification and evaluation criteria for Proposed Team as specified in 1.2 of table hereinabove is specified below. The deployment of the Team consisting of Database administrator and Coordinator is expected full time on site as per GMDC's calendar days.

Position	Minimum Qualification	Marking
<b>Oracle Cloud Infrastructure Consultant</b>	<ul style="list-style-type: none"> <li>• Graduate /Postgraduate with Minimum of 8 years of total experience in IT.</li> <li>• Minimum 4 years' experience in Cloud Infrastructure Admin in OCI out of total experience.</li> </ul>	<p><b>1.Relevance of experience: 2 marks</b></p> <ul style="list-style-type: none"> <li>• 2 relevant projects / assignments: 1 mark</li> <li>• 4 or above relevant projects / assignments: 2 marks</li> </ul> <p><b>2. Length of total experience: 1 mark</b></p> <ul style="list-style-type: none"> <li>• 8 – 10 years of experience: 0.5 mark</li> <li>• More than 10 years of experience: 1 mark</li> </ul> <p><b>Total (1+2) : 3 Marks</b></p>
<b>Database Administrator Expert</b>	<ul style="list-style-type: none"> <li>• Graduate /Postgraduate with Minimum of 8 years of total experience in IT.</li> <li>• Minimum 4 years' experience in database management in cloud services projects out of total experience.</li> </ul>	<p><b>1.Relevance of experience: 2 marks</b></p> <ul style="list-style-type: none"> <li>• 2 relevant projects / assignments: 1 mark</li> <li>• 4 or above relevant projects / assignments: 2 marks</li> </ul> <p><b>2. Length of total experience: 1 mark</b></p> <ul style="list-style-type: none"> <li>• 8 – 10 years of experience: 0.5 mark</li> <li>• More than 10 years of experience: 1 mark</li> </ul> <p><b>Total (1+2) : 3 Marks</b></p>

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<b>Position</b>	<b>Minimum Qualification</b>	<b>Marking</b>
<b>APEX Techno Functional Consultant</b>	<ul style="list-style-type: none"> <li>Graduate /Postgraduate with Minimum of 8 years of total experience in IT.</li> <li>Min 4 years' experience in projects with Oracle ERP services out of total experience</li> </ul>	<p><b>1. Relevance of experience: 1 mark</b></p> <ul style="list-style-type: none"> <li>2 relevant projects / assignments: 0.5 mark</li> <li>4 or above relevant projects / assignments: 1 mark</li> </ul> <p><b>2. Length of total experience: 1 mark</b></p> <ul style="list-style-type: none"> <li>8 – 10 years of experience: 0.5 mark</li> <li>More than 10 years of experience: 1 mark</li> </ul> <p><b>Total (1+2) : 2 Marks</b></p>
<b>EBS Techno Functional Consultant</b>	<ul style="list-style-type: none"> <li>Graduate /Postgraduate with Minimum of 8 years of total experience in IT.</li> <li>Min 4 years' experience in Oracle EBS out of total experience</li> </ul>	<p><b>1.Relevance of experience: 1 mark</b></p> <ul style="list-style-type: none"> <li>2 relevant projects / assignments: 0.5 mark</li> <li>4 or above relevant projects / assignments: 1 mark</li> </ul> <p><b>2. Length of total experience: 1 mark</b></p> <ul style="list-style-type: none"> <li>8 – 10 years of experience: 0.5 mark</li> <li>More than 10 years of experience: 1 mark</li> </ul> <p><b>Total (1+2) : 2 Marks</b></p>
<b>Coordinator</b>	Experience of working on site with PSUs / Government /Private sector clients	-

### **5.3. Evaluation of Price Bid and Financial Score**

The Price Bid of only Technically qualified (Bidders meeting Pre-Qualification Criteria and obtaining minimum 70 marks in the technical score system as specified in clauses 5.1 and 5.2 respectively) Bidders shall be opened. The bidders are required to fill the price bid as per the Price Bid format provided in Annexure 9 of this document.

The aggregate services fees shall be considered for Price Bid Evaluation and determination of Financial Score as below.

Financial Score (FiS) =  $100 \times \text{FiL} / \text{FiC}$

Where;

FiL is the L1 (Lowest Bidder)'s Consulting Fees

FiC is the Services Fees quoted by Bidder

Services Fees refers to the total aggregate services Fees as per the Price Bid Format specified in Annexure-9.

Bidder scoring Lowest charges shall be given 100 marks

### **5.4. Composite Score**

- (i) The Composite Score of the Bidder shall be determined by combining Technical and Financial Scores based on following formula;

Composite Score (CS) =  $\text{Technical Score (TeS)} * 0.70 + \text{Financial Score (Fis)} * 0.30$

The technical experience has been assigned 70% of weightage while price quote is assigned 30% weightage.

- (ii) The Bidder Obtaining Highest Composite Score shall be generally declared as Preferred Bidder. After negotiations at the discretion of GMDC, the LOA would be granted to the preferred bidder who would then be the Successful Bidder with whom the Agreement shall be signed.
- (iii) In the event of any preferred bidders withdrawing or disqualifying for any reason, the respective Rank lists for shall be used to arrive at the next Preferred Bidder.

## **6. EVALUATION PROCESS**

### **6.1. Opening of Technical Bid**

- (i) GMDC shall open the Technical Bids received to this RFP, at time, date and Place specified in clause 1.6 of Section VI in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing

their attendance as a witness to the Bids opening process.

- (ii) The Bidder's name, the presence or absence of requisite RFP Fees and Bid Security and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.
- (iii) GMDC will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in clause 5.2.

## **6.2. Evaluation of Technical Bid**

The Bidders shall be required to submit documents as listed in this RFP document as per **clause 5.2 of Section VI** along with supporting documents. GMDC shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

### **a) Test of Responsiveness for EMD, RFP Fee, Timely and proper Submission**

- 1) Prior to evaluation of Technical Bids (i.e., Qualification Criteria), GMDC shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
  - (i) The Technical Bid is submitted in Hard copy and Price Bid online properly as per the terms of the RFP.
  - (ii) Technical Bid is accompanied by RFP fee and the EMD as specified in the clause 1.5 and 2.5 of ITB respectively.
  - (iii) Physical submission of Technical Bid, RFP fee and EMD is made within specified timeline.
  - (iv) The Bid and physical submissions are received by the Bid Due Date including any extension thereof pursuant hereto.
  - (v) It contains all the information (complete in all aspects) as requested in this RFP and/or Bid Documents (in formats same as those specified in the RFP);
  - (vi) It does not contain any conditionality; and
  - (vii) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) GMDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GMDC in respect of such Bid.
- 3) Evaluation of Pre-Qualification Criteria and document checks of only those Bidders shall be carried out whose Bids are determined to be responsive.

### **b) Assessment of Pre-Qualification Criteria**

- 1) GMDC shall examine and evaluate the Pre-qualification of each received Bid upon determining its responsiveness as per sub clause (a) above.
- 2) The Bidder must meet Pre-Qualification Criteria specified in clause 5 and have

submitted all documents as per clause 5.1 in order to qualify for next stage of assessment.

- 3) Assessment of technical bids to assign Technical Score of only those Bidders shall be carried out whose Bids are meeting Pre-Qualification Criteria and submitted all required documents pursuant to sub clause 2) above.

**c) Determination of Technical Score**

- 1) GMDC shall examine and assign technical score to each pre-qualified Technical Bid as per Technical Marking System provided clause 5.2 of Section 6 of Bid Evaluation Criteria Section.
- 2) Responsive and Pre-Qualified Bidders may be called to make presentation on "Approach and Methodology" by GMDC as part of the technical evaluation process.
- 3) The Bids of the Bidder determined to be responsive, meeting Pre-Qualification criteria and securing minimum score of **70** in Technical Score shall be declared Technically Qualified Bids (the "Qualified Bids"/ "Qualified Bidder").
- 4) The Financial Bids of only Qualified Bids shall be opened. Evaluation of Financial Bids of only Qualified Bids shall be carried out.

**6.3. Opening of Financial Bid**

- (i) The Financial Bid shall be filled up by the Bidder as per E-Tendering at designated places through <https://tender.nprocure.com> as per the indicative format specified in Annexure 9 to this RFP.
- (ii) The Price Bids of only the Bidders determined to be Responsive and meeting the Pre-Qualification Criteria and obtaining required Technical Score in accordance with Clause 5.2 shall be opened in the presence of such of the Bidders and/or their authorized representatives who choose to attend.
- (iii) The time and date of opening of Financial Bids shall be informed to the Bidders who are declared as Qualified Bidders pursuant to sub clause 6.2 in advance. The Bidders' authorized representatives who are present shall be required to sign and record their attendance. The name of Bidder, bid rates, etc. will be announced at such opening.
- (iv) GMDC shall allot Financial Score to each eligible bid in accordance with the provision set forth in clause 5.3.

**6.4. Composite Score**

- (i) The Technical Score and Financial Score obtained by the Bidder shall be combined as per the formula provided in clause 5.4.
- (ii) The Bidder achieving "Highest Composite Score" shall be generally declared as Preferred Bidder (the "Preferred Bidder") and considered for award after following the due process including negotiation.

**6.5. Clarification of Bids and Request for additional/missing information**

To facilitate evaluation of Bids, GMDC may, at its sole discretion, seek in writing clarifications / documents / missing information in writing from any Bidder regarding its Bid. If the response from the Bidder is not received by GMDC before the expiration of the deadline prescribed in the written request, GMDC reserves the right to proceed with evaluation

process at the total risk and cost of the Bidder.

## **6.6. Verification and Disqualification**

(i) GMDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by GMDC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by GMDC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of GMDC there under.

(ii) GMDC reserves the right to reject any Bid and/or appropriate the EMD if:

- at any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
- Bidder is blacklisted/banned by any Government Agency.
- In case of fraudulent Bid and the Bidder found to be involved in fraudulent and corrupt practice as per RFP Clause 8 of section 6.
- In case the Bidder has Conflict of Interest as per clause 9 of Section 6.
- a Bidder makes an effort to influence Authority in its decisions on Evaluation process/Selection process.
- while evaluating the Bid, if it comes to Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal.
- Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
- A bidder who submits or participates in more than one Bid under this RFP.

Such misrepresentation/ improper response/blacklisting/record of poor performance shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Preferred Bidder gets disqualified / rejected, then GMDC reserves the right to:

- a) invite the remaining Bidders to submit their Bids or
- b) take any such measure as may be deemed fit in the sole discretion of GMDC, including annulment of the Bidding Process.
- c) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification criteria/ Technical Score Criteria /conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the

Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by GMDC to the Successful Bidder or the Consultant, as the case may be, without GMDC being liable in any manner whatsoever to the Successful Bidder or the Consultant. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the RFP and/or the Contract.

#### **6.7. Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time GMDC makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, GMDC and/ or their consultants/ employees/representatives on matters related to the Bids under consideration.

#### **6.8. Correspondence with Bidder**

Save and except as provided in this RFP, GMDC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

#### **6.9. Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising GMDC in relation to, or matters arising out of, or concerning the Bidding Process. GMDC will treat all information submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. GMDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or GMDC or as may be required by law or in connection with any legal process.

### **7. SELECTION OF MANAGED SERVICE PROVIDER (MSP) AND SIGNING OF AGREEMENT**

#### **7.1. Notification of Award**

- (i) Prior to expiry of the Bid Validity Period, Authority shall notify the Preferred Bidder(s) as the Successful Bidders through letter that his/their Bid has/have been accepted (the "Successful Bidder(s)"). This letter ("Letter of Award"/ "LOA") shall be issued, in duplicate and shall specify the sum which GMDC shall pay to the Successful Bidder and sum that the Successful Bidder shall pay to Authority in consideration of Project scope as per the terms of Contract.

- (ii) Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, GMDC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next Eligible and Qualified Bidder may be considered.

## **7.2. Signing of Agreement**

- (i) After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the performance security as per the RFP provisions, to execute/sign the Agreement within the 30 (thirty) days from the date of LOA (the "Execution Date"). The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Draft Agreement
- (ii) The Draft copy of Agreement (the "Contract") is specified in Section VIII of this RFP.
- (iii) The Successful Bidder shall get correct amount of Stamp Duty adjudicated (Stamp Paper of Rs. 100 denominations can be used), at Ahmedabad in accordance with applicable law, and submit the same in two copies duly stamped and executed within thirty (30) days from the dispatch of Letter of Award. GMDC shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.
- (iv) After the signing of Agreement, the Successful Bidder shall be called the "Managed Service Provider (MSP)".

## **7.3. Performance Security**

- (i) The Successful Bidder shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the Agreement, within 20 days from the LOA, in the form of Demand Draft or an unconditional and irrevocable bank guarantee (Annexure 6) for amount of equivalent to **10% (Ten percent) of cumulative Services Fees (without GST) quoted for the Scope of Work of Part 1, Part 3 and Part 4 of Scope of Work** payable to GMDC by the Successful Bidders (the "Performance Security") from Approved Bank to Authority. Such performance Security shall be in favor of **Gujarat Mineral Development Corporation Ltd** and admissible and payable at Ahmedabad branch from Approved Bank to Authority.
- (ii) The MSP shall maintain a valid and binding Performance Security for the Contract Period. The Consultant shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Agreement Period and thereafter until expiry of three months. In case Contract Period is extended then the MSP shall have to renew Performance Security for a period of extended Contract Period.
- (iii) If the Bidder fails to furnish the Performance Security, it shall be lawful for GMDC to forfeit the EMD and cancel the contract or any part thereof.

- (iv) GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
  - a) in the event GMDC requires to recover any sum due and payable to it by the MSP including but not limited to Damages; and which the MSP has failed to pay in relation thereof; and
  - b) in relation to MSP's breach in accordance with the terms contained in the Agreement.
- (v) At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by GMDC in accordance with the provision of the Agreement. The Consultant shall within 15 (fifteen) days of such encashment either replenish, or provide fresh performance security, as the case may be, failing which GMDC shall be entitled to terminate this Agreement.
- (vi) At the end of the Contract Period, the Performance Security shall be returned to the MSP without any interest, subject to any deductions which may be made by GMDC in respect of any outstanding dues under the terms of the Agreement.

#### **7.4. Commencement of Work/Assignment**

The Consultant shall commence the services within one month of the Signing of Agreement, or such other date as GMDC may permit. If the MSP fails to either sign the Agreement as specified in Clause 7.2 of Section 6 or commence the assignment as specified herein, GMDC may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

#### **7.5. Proprietary Data**

Subject to the provisions of Clause 6.9, all documents and other information provided by GMDC or submitted by Bidder to GMDC shall remain or become the property of GMDC. Bidder and the MSP, as the case may be, are to treat all information as strictly confidential. GMDC will not return any Bid or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the MSP to GMDC in relation to the MSP Assignment pursuant to TOR shall be the property of GMDC.

#### **7.6. Tax Liability**

- (i) The rates quoted in Price Bid Annexure 9 shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable ("Price Quote") except applicable Goods and Service Tax. Applicable GST at the time of invoicing shall be reimbursed by GMDC.
- (ii) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

### **8. FRAUD AND CORRUPT PRACTICES**

- a) The Bidders and their respective officers, employees, agents and advisers shall observe

the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, GMDC may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the Bidding Documents and/ or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.

- b) Without prejudice to the rights of GMDC under sub Clause (a) hereinabove and the rights and remedies which GMDC may have under the LOA or the Contract or otherwise if a Bidder or MSP as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by GMDC during a period of 2 (two) years from the date such Bidder or MSP as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- c) For the purposes of this Clause 8, the following terms shall have the meaning hereinafter respectively assigned to them:
  - (i) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GMDC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or
  - (ii) after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of GMDC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of GMDC in relation to any matter concerning the Project;

- (iii) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (iv) **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (v) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by GMDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (vi) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **9. CONFLICT OF INTEREST**

- a) The Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, GMDC shall forfeit and appropriate the Bid Security, if available, or as mutually agreed genuine pre-estimated compensation and damages payable to GMDC for, inter alia, the time, cost and effort of GMDC including consideration of such Bidder’s Proposal/Bid, without prejudice to any other right or remedy that may be available to GMDC hereunder or otherwise.
  - b) GMDC requires that the MSP provides professional, objective, and impartial advice and at all times hold GMDC’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The MSP shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of GMDC.
  - c) Without limiting the generality of the above, shall be deemed to have a Conflict of Interest affecting the Selection Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 26% holding of equity/profit sharing in another company/firm, or in each other and other terms as specified hereunder;
- A. The Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Limited Liability Partnership Firm is defined as follows. Associates of the Bidding firm shall mean Parent and/or Subsidiary and/or sister concerned firm having meaning specified in **definition section**.
- (1) **If Bidder is a Company:** In such case, the Bidder (including its Associate or any

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shareholder thereof of Bidder and/or its Associates) possessing over 26% of the paid up and subscribed capital in its own company or Associate as the case may be, also holds:

- a) more than 26% of the paid up and subscribed equity capital in the other Bidder, its member or Associate of such other Bidder or Associates is Company; and/or
  - b) more than 26% of profit sharing in other Bidder or Associates such other Bidder or Associates is a Limited Liability Partnership firm. and/or
- (2) **If Bidder is a Limited Liability Partnership Firm:** In such case, the Bidder or its Partners or Associate having a profit sharing of more than 26% of such Bidder or its Partners or Associate as the case may be also holds;
- a) more than 26% of the paid up and subscribed equity capital in the other Bidder or Associate of such other Bidder, its member or Associates is Company; and/or
  - b) more than 26% of profit sharing in other Bidder or its Associates such other Bidder or its Associates is a Limited Liability Partnership firm. and/or
- B. a constituent of such Bidders is also a constituent of another Bidders; or.
- C. such Bidders receives or has received any direct or indirect subsidy or grant from any other Bidder/s, or has provided any such subsidy to any other Bidders; or
- D. such Bidder has the same legal representative for purposes of this Bid as any other Bidders; or
- E. such Bidders has a relationship with another Bidders, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidders; or
- F. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the MSP will depend on the circumstances of each case. While providing consultancy services to GMDC for this particular assignment, the MSP shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- G. Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current contracts, engagements, or affiliations with Authority. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

## **10. MISCELLANEOUS**

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

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- b) GMDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - (i) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (ii) consult with any Bidder in order to receive clarification or further information;
  - (iii) retain any information and/ or evidence submitted to GMDC by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
  
- c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
  
- d) **No Partnership:** Nothing contained in the RFP shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever other than as per provisions laid out in this Agreement.
  
- e) The MSP shall be deemed to be acting as an independent contractor of Authority and shall not be deemed an agent, legal representative, joint venture or partner of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

## SECTION VII: PAYMENT TERMS

### 1. SERVICE FEES

- a) Authority hereby covenants to pay the Fees to the MSP for Scope of the Work / TOR specified in SECTION – III of the RFP and as per the payment terms specified in clause 2 of this section at agreed price specified hereunder.

Sr. No.	Scope Items and Deliverable	Unit (A)	Quantities (B)	Service Fees (Rs/ Unit) (C)	Total Quote in INR (D = B X C)
1.	Part 1: As Is Assessment Services and Migration Plan	Lumpsum	1		
2.	Part 2: O&M of existing on-premises DC and its third-party applications (Payable only if GMDC commission on-premises O&M)	Quarterly	1		
3.	Part 3: Migration and DC Formation & Testing	Lumpsum	1		
4.	Part 4: Operation and Maintenance post Migration, Review and Training	Quarterly	12		
5.	Part 5: Gap analysis for Usage enhancement (Payable only if GMDC commission Gap analysis)	Lumpsum	1		
6.	Part 6: Architecture Assessment for SAAS Migration (Payable only if GMDC commission SaaS migration assessment)	Lumpsum	1		
7.	Part 7: Change Request (Payable only if GMDC commission change request)	Man-days	100*		
<b>Total Fees (INR)</b>					

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*\*Tentative for the purpose of Bid evaluation*

- b) It is to be noted that total Service Fees for the Part 3 of the Scope shall not exceed the 35% of the fees quoted for Part 4 of the Scope of Work. In case the Bidder's Service Fees for the Part 3 is exceeding the 35% of the Part 4 then the Authority/ GMDC shall have right to rebalance it and the Bidder shall have to abide by this provision.
- c) The Service Fees specified in subclause a) hereinabove represent the net amounts payable exclusive of GST but inclusive of all other applicable taxes, duties, surcharge, and levies. Applicable GST, over and above Service Provision Fees, at the time of invoicing shall be reimbursed by GMDC.
- d) The Service Fees specified in subclause a) hereinabove also includes remuneration of MSP's staff, Travel expense at Ahmedabad, expense towards dine, hotel stay, office rents, conveyance, stationary and any other expense to be incurred for executing Scope of Work.

## 2. PAYMENT TERMS

- a) The payment shall be made by GMDC as per the payment terms specified hereunder.

Scope Items	Payment Milestone/ Frequency of Payment	Submission and Approval required for the Payment
Part 1: Preparation of As-Is Assessment and Migration Plan	100% upon submission and approval of Report	1) Submission of Invoice 2) Submission and approval of reports as specified below (i) As Is Assessment Report of existing infrastructure and applications. (ii) Continuity Plan for Migration to Cloud DC and Cloud DR. (iii) Cloud Migration Plan
Part 2: O&M of existing on-premises DC and its third-party applications (optional)	100% at the end of the quarter	1) Submission of Invoice 2) Submission of following report (i) SLA Reports (ii) MIS Reports as specified in clause Part 4 F of section III. Payment shall be made subject to subclause C) hereunder.
Part 3: Migration and DC Formation & Testing	100% upon issuance of Completion Certificate for Stabilization Period.	1) Submission of Invoice 2) Submission of Completion Certificate for Stabilization Period

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<b>Scope Items</b>	<b>Payment Milestone/ Frequency of Payment</b>	<b>Submission and Approval required for the Payment</b>
Part 4: Operation and Maintenance post Migration, Review and Training	The O&M period shall commence from the date of issuance of Completion Certificate for Stabilization Period.  Quarterly Payment at the end of each quarter as per the quarterly rate specified in a table placed in clause 1a) hereinabove shall be applicable	1) Submission of Invoice 2) Submission of following report (i) SLA Reports (ii) MIS Reports as specified in clause Part 4 F of section III.
Part 5: Gap analysis for Usage enhancement	100% upon submission and approval of Report	1) Submission of Invoice 2) Submission and approval of Gap analysis and Usage enhancement report
Part 6: Architecture Assessment for SAAS Migration	100% upon submission and approval of Report	1) Submission of Invoice 2) Submission and approval of SAAS Architecture assessment report.
Part 7: Change Request	As per the approved man-days rate for approved man-days upon completion of task as specified in Change Control Note	Payment to be disbursed on actual usage of resources and upon completion of change request (if any). If change request is not requested, then payment shall not be made.

**b) Other payment terms for Scope of Work pertaining to Part 1, Part 3, Part 5 and Part 6.**

- (i) The MSP shall submit invoices upon achieving corresponding milestones for Part 1, Part 3, Part 5 and Part 6 of the Scope of Work respectively as stated in subclause a) herein above. Authority shall make payment within 15 days of submission of invoices upon verifying the milestone for which invoice is submitted subject to deduction of any damages pursuant to SLAs and contract conditions.
- (ii) Applicable GST, over and above approved Service Provision Fees, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Service Provider.

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- (iii) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.
- (iv) In case GMDC requires to repeat the activities pertaining to Part 5 during the contract period, then GMDC shall make additional payment on actual to the MSP as per the details mentioned in the above Clause a) of Service Fees section.
- (v) In case, GMDC commissions Scope pertaining to Part 5 more than once, in such case GMDC shall make additional payment for Part 5 each time it commissions such study as per the payment terms specified in clause 2a).

**c) Other payment terms for Scope of Work pertaining to Part 2 of the Scope of Work**

- (i) The Bidders shall need to mandatorily quote Service Fees separately as per the Price Bid format for Part 2 of the Scope of Work. However, the award of the work pertaining to Part 2 is optional and GMDC in its sole discretion shall decide to award the work pertaining Part 2 to the MSP.
- (ii) In case GMDC decides to award of the Work pertaining to Part 2 of the Scope to the MSP, in such case MSP shall submit invoices at the end of the Quarter from the date of takeover of O&M of On-premise DC and Oracle EBS ERP as per the payment specified in a) herein above.
- (iii) If the migration to OCI cloud delayed on account of reasons attributable to the MSP, in such case the MSP shall be responsible for undertaking O&M of on-premises DC without any cost to GMDC for an additional period till the time migration is completed. If such delay is on account of reasons not attributable to the MSP, in such case the MSP shall undertake O&M of on-Premises DC and GMDC shall make payment for additional period on Pro rata basis.
- (iv) Authority shall make payment within 15 days of submission of invoices upon verifying the milestone for which invoice is submitted subject to deduction of any damages pursuant to SLAs and contract conditions.
- (v) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

**d) Other payment terms for Scope of Work pertaining to Part 4 of the Scope of Work**

- (i) The O&M period for Part 4 shall commence from the date of issuance of Completion Certificate for the Stabilization Period.
- (ii) The MSP shall submit an invoice at the end of each quarter for a period of 3 years of O&M period. Authority shall make payment within 15 days of submission of invoices upon verifying the milestone for which invoice is submitted subject to deduction of any damages pursuant to SLAs and contract conditions.

- (iii) Applicable GST, over and above approved Service Provision Fees, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties, and levies except GST, shall rest with the Service Provider.
- (iv) Subject to the satisfactory performance of the MSP, the Authority may, at its sole discretion, extend this Contract Period beyond three years for an additional period of one + one year. In case of extension, the rates shall be revised with 5% annual escalation.
- (v) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

**e) Other payment terms for Scope of Work pertaining to Part 7 of the Scope of Work**

- (i) Change Management can be initiated by MSP or by Authority during the project contract period if need so arise.
- (ii) For every Change Request initiated by MSP or Authority, Change Control Note (as per Annexure 15 of this RFP document) shall be submitted by the MSP mentioning the details w.r.t. to brief details of work to be undertaken, no. of resources required, man days required, work completion timelines and Impact details.
- (iii) Upon receipt of the Change Control Note, GMDC shall have the right to vet the change request details and its quotation from third party at its sole discretion.
- (iv) If GMDC concludes that the cost of the change request is higher than the prevailing market rates then In such cases GMDC shall have the right to execute the said Change request from the third party for which the O&M shall be undertaken by the MSP until the entire contract period at no additional cost.
- (v) In case where Change Request is to be executed by MSP, then GMDC shall issue the indent mentioning Change Request brief, No. of resources and work completion timelines and man days required to the MSP for undertaking the Change Request work and there by undertaking the O&M of the same until the entire contract period.
- (vi) Upon execution of the work, MSP shall submit the invoice. The Authority shall make payment within 15 days of submission of invoices upon verifying the milestone for which invoice is submitted subject to deduction of any damages pursuant to SLAs and contract conditions.
- (vii) Applicable GST, over and above approved Service Provision Fees, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties, and levies except GST, shall rest with the Service Provider.
- (viii) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

## SECTION VIII: CONTRACT TERMS AND CONDITIONS

THIS AGREEMENT is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

### **BETWEEN**

Gujarat Mineral Development Corporation Ltd, a company incorporated under Indian Companies act, 1953 and having its corporate office at Khanij Bhavan, 132-Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052 (hereinafter referred to as the “Authority/GMDC” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns) of ONE PART.

### **AND**

\_\_\_\_\_, having its registered office at \_\_\_\_\_, hereunder referred to as the “**Managed Service Provider (MSP)**” which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

GMDC and the MSP are hereinafter individually referred to as “Party” and collectively as “Parties”.

### **WHEREAS**

- A. GMDC vide its Request for Proposal, dated \_\_\_\_ invited Bids from competent parties through transparent and competitive bidding process for **RFP for Selection of Managed Service Provider for services associated to Oracle EBS Cloud Migration and Operations & Maintenance Services Post Migration** as per the terms specified in RFP and this Agreement (hereinafter called the “**Project/ Work/ Assignment**”);
- B. Pursuant to the evaluation of the bids received, GMDC has accepted the bid of the MSP dated \_\_\_\_\_ as per the terms and conditions specified in RFP documents, subsequent Addendum and terms specified in this Agreement and issued a Letter of Award (LOA) No. \_\_\_\_\_ dated \_\_\_\_\_ accepting the particular Bid Proposal.
- C. The MSP has accepted the LOA by its letter dated \_\_\_\_\_, requiring inter alia the execution of the Contract. GMDC hereby agrees to appoint and avail services of the Selection of MSP for providing Cloud migration services on the terms, conditions and covenants hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties (GMDC and MSP) hereto **hereby agree as follows:**

The following documents attached hereto shall be deemed to form an integral part of this Agreement:

This Agreement along with all Annexure/schedule hereto.

1. Request for Proposal Document issued by GMDC in its entirety including all its parts/sections, annexure, corrigendum, and Addendums thereto.
2. Letter of Acceptance (LOA) no. \_\_\_\_\_ issued on \_\_\_\_\_.

3. Terms of Reference/Scope of Work provided in RFP SECTION IV.
4. Payment Terms provided in RFP SECTION VII.
5. Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Contract for validating and clarifying any points in the Contract or by way of revised or improved understanding of any terms of the Contract as appended herein.

While all above documents are deemed to be part of the Agreement, in the event of any discrepancy / conflict in the terms of the above referred documents or interpretation thereof, the provisions of the more recent document, date wise, shall prevail over the older document.

## **1. GENERAL**

### **1.1. Definition and Interpretation**

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

**“Applicable Law”** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, including without limitation those laws/regulations applicable to the Project;

**“Applicable Clearances”** means all clearances, permits, no-objection certifications, exemptions, authorisations, consents, and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of this Agreement;

**“Authority”** or **“GMDC”** means the Gujarat Mineral Development Corporation Ltd having its office at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052 and responsible for implementation of IT projects and shall include its authorized successors and assigns at all times [including without limitation its authorized representatives];

**“Contract”** means the Contract signed by the Parties and all the attached documents listed in Preliminary and the Annexures/schedules.

**“Contract Period”/“ Agreement Period”** shall have a meaning specified in clause 2.4 of this Agreement.

**“Day”** means calendar day.

**“Dispute”** shall have a meaning specified in clause 12 of this Agreement.

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**“Effective Date”** shall have meant specified in clause 2 of this Agreement.

**“Force Majeure”** shall have a meaning specified in clause 2.7 of this Agreement.

**“Insurance”** shall have a meaning specified in clause 3.12 of this Agreement.

**“Local Currency”** means Indian Rupees.

**“Liquidated Damages”** shall have a meaning specified in clause 8 of this section of this Agreement.

**“Managed Service Provider’s (MSP) Event of Default”** shall have a meaning specified in clause 7.1 of this Agreement.

**“Obligations of the (MSP) Managed Service Provider”** shall mean Managed Service Provider’s responsibilities specified in this Service Provider Agreement with respect to the Project unless such responsibilities/obligations are waived by the Authority.

**“Obligations of the Authority”** shall mean Authority’s responsibilities specified in this Managed Service Provider Agreement with respect to the Project unless such responsibilities/obligations are waived by the Service Provider.

**“O&M Report”** shall have a meaning specified in Scope of Work of this Agreement.

**“Operation Period”** shall start on the date of issuance of Go Live Certificate and ends on Termination of the Agreement.

**“Operations and Maintenance”** shall include the activities as mentioned in Scope of Work of this Agreement.

**“Project Acceptance Certificate”/“ Go Live Certificate”** means the certificate issued by the Authority upon successful completion of migration of existing on premises database to Cloud DC and it’s related all services and testing as specified in RFP Section III.

**“Party”** means the “Authority”.

**“Performance Security”** shall have a meaning specified in clause 7.3 of section VI of this RFP document.

**“Personnel”** means professionals and support staff provided by the MSP assigned to perform the Services or any part thereof.

**“Managed Service Provider/MSP/Service Provider/Bidders”** shall mean the person selected pursuant to this RFP for services associated to Oracle EBS Cloud Migration and Operations & Maintenance Services Post Migration.

**“Services”/ “Scope of Services/ Scope of Work”** means the work to be performed by the MSP pursuant to this Contract, as described in RFP SECTION III;

**“Termination”** shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

**“Termination Date”** shall mean the date specified in the Termination Notice or Notice of Termination as the date on which Termination occurs.

**“Termination Notice”** means communication issued in accordance with this Agreement by one Party to the other Party specifying intention of terminating this Agreement.

**“Termination Payment”** means the amount payable by the Authority to the Service Provider upon early Termination.

**“Test”** means the Tests carried out by the Managed Service Provider to determine the conformity of the Project and Operations and Maintenance procedures to the requirements set in this Agreement.

**“Taxes and Duties”** shall mean all taxes, duties, fees etc. payable as per applicable laws in India in connection with the procurement, development, installation, operation, maintenance, and management of Project.

**“Terms of Reference” (“TOR”)** are the description of scope of Service to be performed by the MSP. Detailed TOR is specified in RFP SECTION III;

**“Third Party”** means any person or entity other than the “Authority”, or the MSP.

All other/Remaining Definitions are specified in section III of RFP and elsewhere in the Agreement.

## **1.2. Principles of Interpretation**

- a. The table of contents, numbers, headings, and marginal headings in this Agreement are solely for the purpose of facilitating reference and shall not impact the construction or interpretation of this Agreement.
- b. Words importing Persons or Parties shall include firms, companies, corporations, trusts, associations, and any organizations having legal capacity to sue and be sued in their names.
- c. Words importing the singular also include the plural and vice versa where the context requires.
- d. Words importing one gender also include other gender.

e. In case of ambiguities or discrepancies in this Agreement, the following shall apply:

- (i) Between the Articles and the Schedules, the Articles shall prevail:
- (ii) Between any value written in numerals and that in words, the latter shall prevail.

### **1.3. Relationship between Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between GMDC and the MSP. The MSP shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### **1.4. Rights and Obligations**

The mutual rights and obligations of GMDC and the MSP shall be as set forth in the Agreement, in particular:

- (i) the MSP shall carry out the Services in accordance with the provisions of the Agreement; and
- (ii) GMDC shall make payments to the MSP in accordance with the provisions of the Agreement.

### **1.5. Governing Law and Jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Ahmedabad shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

### **1.6. Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

### **1.7. Table of Content and Heading**

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

### **1.8. Notices**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to

whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified hereunder.

If to Authority.

\_\_\_\_\_.

Gujarat Mineral Development Corporation Ltd, Ahmedabad

If to MSP;

\_\_\_\_\_

### **1.9. Location**

The Services shall be performed at GMDC Corporate office Ahmedabad and its associated places.

### **1.10. Authorised Representative**

- a) Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Authority" or the MSP may be taken or executed by the officials specified hereunder.
- b) GMDC may, from time to time, designate one of its officials as GMDC Representative. Unless otherwise notified, GMDC Representative shall be: -----
- c) The MSP may designate one of its employees as MSP's Representative. Unless otherwise notified, the MSP's Representative shall be: -----

## **2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

### **2.1. Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

### **2.2. Commencement of Services**

The MSP shall commence the Services within a period of one month from the Effective Date, unless otherwise agreed by the Parties.

### **2.3. Termination of Agreement for failure to commence Services.**

If the MSP does not commence the Services within the period specified in Clause 2.2 above, GMDC may, by not less than 1 (one) weeks' notice to the MSP, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the MSP shall be deemed to have accepted such termination.

#### **2.4. Expiration of Agreement**

- a) Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent as per the sub clause (b) hereunder, the Agreement shall remain in force for a period of **forty six months** from the Effective Date. Upon Termination, GMDC shall make payments of all amounts due to the MSP hereunder for which milestone achieved/services delivered.
- b) Subject to the satisfactory performance of the MSP, the Authority may, at its sole discretion, extend this Contract Period beyond three years for an additional one + one year. In case of extension, the rates shall be revised with 5% annual escalation.
- c) In case, the execution of Scope of work (i.e. Part 2 Migration activities) delayed due to reasons not attributable to the MSP then the Contract Period shall be extended suitably until completion of Scope. In case, the execution of Scope of work delayed due to reasons attributable to the MSP then the Contract Period shall be extended suitably at no extra cost to GMDC and subject to recovery of Liquidated damages as per clause 8.2

#### **2.5. Entire Agreement**

- a) This Agreement and the Annexes/ schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the MSP arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- b) Without prejudice to the generality of the provisions of Clause 2.5(a), on matters not covered by this Agreement, the provisions of RFP shall apply.

#### **2.6. Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

#### **2.7. Force Majeure**

Force Majeure Event means occurrence of any act, event or circumstance or a combination of events and circumstances which affects the Party claiming such Force Majeure Event from performing its obligations under this Agreement (“Affected Party”), which act or event satisfies all the following conditions:

- (i) are beyond the reasonable control of the Affected Party and materially and adversely affects the performance of an obligation by a Party;

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- (ii) the Affected Party could not have prevented or reasonably overcome the event or circumstance with the exercise of Good Industry Practices or reasonable skill and care;
- (iii) does not result from the negligence or misconduct of the Affected Party or the failure of such Party to perform its obligations hereunder; and
- (iv) any consequences of which, prevent, hinder, or delay in whole or in part the performance by such Party of its obligations under this Agreement.

**2.7.1. Definition**

Force Majeure includes the following events and/ or circumstances to the extent that they or their consequences satisfy each of the requirements set forth in this Clause.

- a) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage, act of terrorism, Industry wide or state wide or India wide strikes or industrial action which prevents the operation of the Project, Facilities and Facilities sites for a period exceeding a continuous period of 15 (Fifteen) days in an accounting year.
- b) The occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, fire or explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Project, unless the source or cause of the explosion, contamination, radiation or hazardous substance is brought to or near the Project Site by the Service Provider or any affiliate of the Service Provider or any Contractor or any such affiliate or any of their respective employees, servants or agents;
- c) strikes, go-slows and/or lockouts or other industrial action or labor dispute which are in each case widespread, nationwide, or political and other than those involving the Service Provider, Contractors or their respective employees/representatives or attributable to any act or omission of any of them.
- d) Any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon, or tornado, and other unusual or extreme adverse weather or environmental conditions or actions of the elements within India;
- e) Epidemic or plague within India;
- f) Compliance with a request from the Authority pursuant to the directions of any Government decree, the effect of which is to close all or any part of the Project Site.
- g) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Service Provider in any proceedings for reasons other than failure of the Service Provider to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of Service Provider Agreement or exercise of any of its rights under of Service Provider Agreement by the Authority;
- h) any public agitation which prevents the operation of the Facility for a continuous period exceeding 15 (Fifteen) days in an accounting year.

- i) Change in Law, only when provisions pertaining to the Clause on Change in Law cannot be applied; expropriation or compulsory acquisition by any Government Agency of Project site or rights of Service Provider.
- j) any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Service Provider.
- k) any event or circumstances of a nature analogous to any events set forth above within India.
- l) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **2.7.2. Procedure in case of Force Majeure Event**

- a) If a Party (Affected Party) claims relief on account of a Force Majeure Event, then the Party claiming to be affected by the Force Majeure event shall, immediately on becoming aware of the Force Majeure Event, give notice of and describe in detail:
  - i. the Force Majeure Event(s) that has occurred;
  - ii. the date of commencement, nature, and estimated duration of such event of Force Majeure Event and
  - iii. the manner in which the Force Majeure event affects the Affected Party's obligation(s) under this Agreement.
  - iv. the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event
  - v. any other relevant information.
- b) Within a reasonable time following the date of such notice of such event of Force Majeure Event, the Affected Party having invoked such Force Majeure Event as a cause for such delay shall submit to the other Party sufficient proof of the nature of such delay or failure and its anticipated effect upon the time for performance.
- c) No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given notice specified above.

#### **2.7.3. Excuse from performance of obligations by Party affected by Force Majeure.**

- a) If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations, upon delivery of the notice of the occurrence of a Force Majeure Event to the other Party to the extent it is unable to perform on account of such Force Majeure Event provided that:
- b) the Suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

- c) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence.
- d) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder.
  - (i) Where the Affected Party is the Service Provider and the Force Majeure Event has reduced the Service Provider incapable /unable to perform the Scope of work, then in such an event the Payment for Services shall stand suspended until such time as the Service Provider resumes activities in terms of the Service Provider Agreement.
  - (ii) Authority shall not forfeit Service Provider's Performance Security or charge liquidated damages or terminate the Service Provider Agreement for default, if and to the extent that delay in performance or failure to perform Service Provider's obligations under the Service Provider Agreement is the result of an event of Force Majeure.
  - (iii) The Authority shall extend the Contract Period equivalent to the time Period for which Force Majeure subsists.

#### **2.7.4. No Breach of Agreement**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care, and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

#### **2.7.5. Measures to be taken**

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **2.7.6. Extension of Time**

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.7.7. Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the MSP shall be entitled to be reimbursed for payment due up to the Services Delivered as per the payment terms specified in RFP Section VII.

### **2.7.8. Consultation**

Not later than 30 (thirty) days after the MSP has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### **2.7.9. Termination in case of Force Majeure Event**

If Force Majeure event continues for more than 180 (one hundred and eighty) days then either Party shall have the right to terminate this Agreement by giving a notice of 30 days in respect thereof ("Termination Notice") and the date of which Termination shall become effective will be called the "Termination Date".

### **2.7.10. Termination Payment in case of Force Majeure Event**

In the event of Termination due to force Majeure.

- (a) Authority shall return the Performance Security to the Managed Service Provider in full after deduction of any due/ damages payable by the Managed Service Provider under this Agreement.
- (b) Authority shall not be liable to pay any termination payment to the Managed Service Provider in respect of such termination, except the payment to be made for the services delivered by the Service Provider and to which the Go Live Certificate has been issued to Service Provider AND all O&M services rendered by the Service Provider. The authority shall make payment pursuant to all services rendered after adjusting against any payment/damages due and as the case may be.
- (d) Service Provider shall hand over the Project to Authority with all required details.

### **2.7.11. Allocation of Cost in case of Force Majeure Event not leading to Termination**

Upon occurrence of a Force Majeure Event and both the Parties shall be agreed to not to Terminate the Agreement, then both the parties shall bear their respective costs arising out of such event.

## **2.8. Suspension of Agreement**

GMDC may, by written notice of suspension to the MSP, suspend all payments to the MSP hereunder if the MSP shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the MSP to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the MSP of such notice of suspension.

## **2.9. Termination of Agreement**

### **2.9.1 Termination by Authority**

GMDC may, by not less than 30 (thirty) days' written notice of termination to the MSP, such notice to be given after the occurrence of any of the events specified in this Clause 1, terminate this Agreement if:

- a) the MSP fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as GMDC may have subsequently granted in writing;
- b) the MSP repeatedly fails to remedy breach in its obligations specified in this RFP.
- c) the MSP is in the material breach of its obligations, pursuant to this Agreement and has not remedied the same within 30 (thirty) days (or such longer period as GMDC may have subsequently granted in writing).
- d) In the event of repeated non-deployment/ absence of manpower for unreasonable time then it shall be considered MSP's Event of Default. Non-remedy of such default in a reasonable time given by the Authority shall lead to Termination.
- e) the MSP becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- f) the MSP fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 12.2 hereof.
- g) the MSP submits to GMDC a statement which has a material effect on the rights, obligations, or interests of GMDC and which the MSP knows to be false.
- h) any document, information, data, or statement submitted by the MSP in its Proposals, based on which the MSP was considered eligible or successful, is found to be false, incorrect or misleading.
- i) as the result of Force Majeure, the MSP is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- j) In the event of a total 10% of the damages for two consecutive quarters by MSP as per the Section V, then GMDC has the right to forfeit the performance security and / or terminate the contract thereof.

### **2.9.2 By MSP**

The MSP may, by not less than 30 (thirty) days' written notice to GMDC, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a) GMDC fails to pay any money due to the MSP pursuant to this Agreement and not subject to dispute pursuant to Clause 12.2 hereof within 45 (forty-five) days after receiving written notice from the MSP that such payment is overdue;

- b) GMDC is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 (thirty) days (or such longer period as the MSP may have subsequently granted in writing) following the receipt by GMDC of the MSP's notice specifying such breach;
- c) as the result of Force Majeure, the MSP is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d) GMDC fails to comply with any final decision reached as a result of arbitration pursuant to Clause 12.2 hereof.

### **2.9.3 Cessation of rights and obligations**

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.5 hereof; (iii) the MSP's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.7, as relate to the MSP's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

### **2.9.4 Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 1 or 2.9.2 hereof, the MSP shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the MSP and materials furnished by GMDC, the MSP shall proceed as provided respectively by Clauses 3.10 or 3.11 hereof.

### **2.9.5 Payment upon Termination**

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, GMDC shall make the payments to the MSP as per provision set forth in RFP Section VII hereof for Services performed prior to the date of termination. Provided that in case of incomplete milestone during such Termination, the payment for such incomplete milestone shall be made on pro rata basis.

### **2.9.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in Clauses 1 or 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 12.2 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE MSP**

#### **3.1. General**

##### **3.1.1 Standard of Performance**

The MSPs shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The MSPs shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to GMDC, and shall at all times support and safeguard GMDC's legitimate interests in any dealings with Sub-MSPs or Third Parties.

##### **3.1.2 Terms of Reference**

The scope of Services to be performed by the MSP is specified in the Terms of Reference (the "TOR") at RFP SECTION III. The MSP shall provide the Deliverables specified therein in conformity with the time schedule stated therein as per Section IV of this RFP document.

##### **3.1.3 Applicable Laws**

The MSP shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-MSP, as well as the Personnel and agents of the MSP and any Sub-MSP, comply with the Applicable Laws.

#### **3.2. Conflict of Interest**

The MSP shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

##### **3.3.1 MSPs not to Benefit from Commission, Discounts etc.**

The remuneration of the MSPs pursuant to Payment Terms specified in RFP SECTION VII hereof shall constitute the MSP's sole remuneration in connection with this Contract or the Services and, the MSPs shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the MSPs shall use their best efforts to ensure that any Sub-MSPs, as well as Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

##### **3.3.2 MSPs and Affiliates not to engage in Certain Activities**

The MSP shall hold the GMDC's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

The clause shall not prohibit the MSP to serve competing clients and clients with potentially conflicting interests as well as counterparties in merger, acquisition and alliance

opportunities. However, in such cases the MSP agrees to a professional responsibility to maintain the confidentiality of Client information.

### **3.3. Confidentiality**

The MSPs agree that themselves, their Sub-MSPs and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or GMDC's business or operations without the prior written consent of GMDC, provided however that this clause shall not apply to any information (a) which already forms part of the public domain; or (b) which is received from a third party; or (c) which is independently developed; or (d) which is required to be submitted to any regulatory, statutory or governmental authority.

### **3.4. Whitelist of IP address**

The MSP shall maintain and provide a list of specific IP addresses or IP address ranges (the "Whitelist") that are authorized to access or interact with authority's systems, networks, services, or data (collectively referred to as "Services"). MSP shall throughout the contract period acknowledge that only IP addresses explicitly listed in the Whitelist shall be permitted access to the Services. Any IP address not listed in the Whitelist shall be denied access.

- a) MSP shall comply with all the applicable laws, regulations, and industry standards related to the use of the Whitelist, including but not limited to data security, privacy, and confidentiality requirements.
- b) MSP shall take all necessary measures to ensure the security and integrity of the authorized IP addresses listed in the Whitelist and shall promptly notify Company of any unauthorized access or suspected breaches.
- c) Authority reserves the right to update or modify the Whitelist at its discretion, with reasonable notice to MSP. MSP shall promptly implement any necessary changes to remain in compliance with the updated Whitelist.
- d) MSP shall also acknowledge that any attempt to access the Services using IP addresses not listed in the Whitelist constitutes a material breach of this Contract Condition and may result in immediate termination of the Agreement, legal action, or other remedies as specified in the Agreement Clause 2.8 or 2.9.
- e) MSP to agree for treating the Whitelist and related information as confidential and proprietary to GMDC, and shall not disclose or share this information with any third parties without prior written consent from GMDC.

### **3.5. Liability of the MSP**

- a) The MSP's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

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- b) The MSP shall, subject to the limitation specified in Clause 3.3, be liable to GMDC for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- c) Notwithstanding anything to the contrary, the aggregate maximum liability of the MSP under this Contract shall not exceed the fees received by the MSP under this Contract (including all types of liabilities).
- d) The Services in this assignment shall not be deemed investment, legal, regulatory, tax, accounting, or other regulated advice. MSP does not supplant the Client's management or other decision-making bodies. While the MSP does not guarantee results, it agrees to make the best efforts to achieve the same. GMDC remains solely responsible for its decisions, actions, use of the Deliverables and compliance with applicable laws, rules, and regulations. Neither party shall be responsible for any lost profits. Beyond the limits of liability set in the Agreement, neither party will be liable for any indirect, consequential, incidental, punitive or special damage.

**3.6. Accounting, Inspection and Auditing**

- (i) The MSPs shall keep accurate and systematic accounts and records of the work performed by it under the Contract including details of all invoices raised and payments received and shall make the same available to GMDC as and when requested by GMDC.
- (ii) Any such inspection shall be subject to prior notice and conducted within reasonable office hours and limited to working papers and files relating to the assignment. Nothing herein shall obligate the MSP to disclose to Authority any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with MSP's business, payroll information, or information or material that constitute, in the opinion of MSP's legal counsel, legally privileged documents or information that MSP is bound to maintain as confidential by written obligation to a third party.

**3.7. MSPs' Actions requiring Authority's prior Approval.**

The MSPs shall obtain GMDC's prior approval in writing before taking any of the following actions:

- (i) appointing such members of the Personnel as specified in Scope of Services not proposed as part of its Proposal;
- (ii) entering into a subcontract for the performance of the Services as per provision of RFP.
- (iii) any other action that may be specified by GMDC during the course of this Contract.

**3.8. Reporting Obligations**

The MSPs shall submit to GMDC the reports and documents specified in TOR specified in RFP SECTION III, within the time periods set forth in the said Clause.

**3.9. Documents Prepared by the MSPs to be the Property of GMDC**

- (i) All plans, drawings, specifications, designs, documents, reports, frameworks, software,

databases, content and any other documents prepared by the MSPs solely in performing the Services under this Contract shall become and remain the property of GMDC, and the MSPs shall, not later than upon termination or expiration of this Contract, deliver all such documents to GMDC, together with a detailed inventory thereof.

- (ii) Any pre-existing Intellectual Property Right (IPR) developed by the MSP independent of the Contract, including know-how, questionnaires, assessments, modules, courses, frameworks, software, algorithms, databases, content, models, industry perspectives, designs, etc. (“MSP Tools”), for which the MSP at the time of signing of this Agreement has a legal right, or otherwise, if it does not have a legal right, which would meet the commonly used tests and criteria for IPR identification will be and remain owned by the MSP including any and all derivative works, modifications or enhancements of the same made before, during, and after the Contract. To the extent the Deliverables under this Contract include any MSP Tools, the MSP hereby grants GMDC a non-exclusive, non-transferable, non-sub licensable, worldwide, royalty-free license to use and copy the MSP Tools solely as part of the deliverables. GMDC agrees that, without MSP's prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any MSP Tool or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any MSP Tool or Deliverable,

### **3.10. Equipment and Materials Furnished by GMDC**

Equipment and materials made available to the MSPs by GMDC, or purchased by the MSPs with funds provided by GMDC, shall be the property of GMDC and shall be marked accordingly. Upon termination or expiration of this Contract, the MSPs shall make available to GMDC an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with GMDC's instructions. While in possession of such equipment and materials, the MSPs, unless otherwise instructed by GMDC in writing, shall insure them at the expense of GMDC in an amount equal to their full replacement value.

### **3.11. Accuracy of Documents**

- (i) The MSP shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.6, it shall indemnify GMDC against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the MSP or arises out of its failure to conform to good industry practice. The MSP shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.
- (ii) Notwithstanding anything, the MSP will have no obligation to independently verify information provided by GMDC or their service providers.
- (iii) Authority acknowledges and agrees that MSP shall not provide professional legal, accounting, or tax advice.

### **3.12. Insurance to be taken out by the MSP**

- (i) The MSP shall procure and maintain, at its own cost, Professional Liability Insurance or other appropriate insurance required as per the Good Industry Practice or MSP's own standard practices during the Contract Period insurance (the "Insurance"). At the Authority's request, the MSP shall provide evidences of insurance covers or a certificate of all insurances maintained on request of Authority.
- (ii) The MSP shall indemnify the Authority for any liability pertaining to loss of any life, health, accidents, travel, and any other losses to its personnel including sub MSP/specialist deployed by the MSP to perform scope of work specified under this Contract.
- (iii) The Authority undertakes no responsibility in respect of any life, health, accident, travel, and other insurance which may be necessary or desirable for the Personnel of the MSP or its sub-contractors / sub MSPs / specialists associated with the MSPs for the purposes of the Services, nor for any member of any such person.
- (iv) The Service Provider shall raise regular invoices for payment of Service Charges as specified in Section VII of the RFP document and submit it to Authority.

## **4 MSP'S PERSONNEL**

### **4.1. General**

The MSP shall employ and provide such qualified and experienced Personnel as specified in Section VI clause 0 (i.e. Technical score criteria ) of this RFP and as may be required to carry out the Services.

### **4.2. Deployment of Personnel**

- (i) The designations, names and other particulars of each of the MSP's Key Personnel required in carrying out the Services are described in Technical Marking System of this RFP which is listed in Section 5.2 of the Section VI of RFP document.
- (ii) The Key Personnel listed as per the Agreement are hereby approved by GMDC.
- (iii) If the MSP hereafter proposes to engage any person as Professional Personnel, it shall submit to GMDC the details for the same and shall be provided at no extra cost to GMDC.
- (iv) MSP shall deploy two separate teams onsite at GMDC premises for (i) O&M of existing on-Premises DC and (ii) Cloud Migration as per the scope specified in Part 3.
- (v) The MSP shall deploy minimum two personnel onsite at GMDC office during the O&M Period as per GMDC's working schedule consisting of Database Administrator (DBA) and Coordinator for being the single point of contact between the offsite team (working for this project) and Authority for this project activities related work.

### **4.3. Substitution of Personnel**

GMDC expects all the Key Personnel as specified in the Proposal for O&M services of on-premises DC and O&M of cloud services as per the defined scope to be deployed. GMDC will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the MSP. Such a substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of GMDC.

#### **4.4. Working hours, Overtime, Leave etc.**

The working hours and leaves of the deployed Personnel will be as per the MSP policy provided the MSP shall support GMDC as and when required during the contract period and maintain SLAs as specified in this Agreement. Any leave taken by any Personnel for a period exceeding 7 days shall be subject to the prior approval of GMDC, and the MSP shall ensure that any absence on leave will not delay the progress and quality of the Services.

#### **4.5. Staffing**

- a) The person designated as the defined RFP roles of the MSP's Personnel as specified in Technical score criteria shall be responsible for the coordinated, timely and efficient functioning of the Personnel.
- b) The team will be deployed full time for the project during the Contract Period.

#### **4.6. Sub-MSPs**

Sub-contracting of entire ToR is not permitted. However, for any specific technical matter requiring advice/inputs from experts or specific agencies, the MSP may engage sub consultants under intimation/ or approval from Authority. Sub-contracting does not absolve the MSP from its obligations provided in this Agreement.

## **5 OBLIGATIONS OF GMDC**

### **5.1. Payment**

In consideration of the Services performed by the MSP under this Agreement, GMDC shall make to the MSP such payments and in such manner as is provided in Clause 6 of Section VIII of this Agreement.

### **5.2. Documents and Other Support**

GMDC will provide all necessary information/documents/data upon signing of Non-Disclosure Agreement (NDA).

## **6 PAYMENT TO THE MANAGED SERVICE PROVIDER (MSP)**

Authority shall make payment to MSP as per the terms specified in SECTION VII of RFP.

## **7 EVENT OF DEFAULT**

### **7.1. MSP Event of Default**

Following events shall constitute an Event of Default by Managed Service Provider (the "Service Provider's Event of Default") unless such event has occurred as a result of a Force Majeure Event:

- a) If Managed Service Provider fails to undertake the services associated to Oracle EBS Cloud Migration and Operations and Maintenance services post migration within the timeline as mentioned in the RFP, without valid response or any reasons attributed to breach on

*RFP for Selection of Managed Service Provider for services associated to Oracle EBS  
Cloud Migration and Operations & Maintenance Services Post Migration.*

part of Authority.

- b) If the Service Provider fails to furnish Performance Security as per the terms of the agreement.
- c) Any representation made given by the Service Provider under this Agreement is found to be false or misleading
- d) If Service Provider fails to carry out required security measures of the migration Project as per the provisions of contract
- e) If service provider fails to migrate on Cloud infrastructure beyond the additional reasonable time granted by GMDC .
- f) In the event of repetitive occurrence of offences with respect to breach of any of the Service Levels and Maintenance Terms and its obligations specified in this Agreement and which has Material Adverse Effect on Authority or migration Project
- g) The MSP is in Material Breach of this Agreement or has by an act of commission created circumstances that have a Material Adverse Effect on the performance of its obligations and has failed to cure the same within 60 days of notice thereof by the Authority.
- h) In case of pre-decided Liquidated Damages or Damages due to breach in Service Levels together exceeds the 10% of Contract Price.
- i) If the Service Provider fails to submit documentation and user manuals and fails to undertake required training as specified in RFP.
- j) Service Provider suspends or abandons the operations and/ or implementation of migration project without the prior consent of Authority, provided that the Service Provider shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Agreement by Authority or (iii) suspension on account of failure of component and systems provided by other suppliers.
- k) Service Provider repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- l) If Service Provider fails to protect the security of Cloud DC systems/Project and database.
- m) If Service Provider or any of its staff members are found to be involved in fraudulent and corrupt practices specified in Section VI Clause 8 of RFP.
- n) If Services Provider fails to perform its scope, responsibilities and obligations specified in this Agreement repetitively and such breaches not cured/rectified in Remedial Period granted by the Authority.

## **7.2. Authority Event of Default**

Following events shall constitute an Event of Default by Authority (the “Authority Event of Default”) unless such event has occurred as a result of a Force Majeure Event

- a) The authority repeatedly fails to make any payments due to the Service Provider as per Section VII of the RFP within period specified in this Agreement without any valid reason.
- b) The Authority repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- c) Authority or any Governmental Agency is in Material Breach of this Agreement or has by an act of commission created circumstances that have a Material Adverse Effect on the performance of its obligations by the MSP and has failed to cure the same within 60 days of notice thereof by the MSP.
- d) Any representation made or warranties given by the Authority under this Agreement is found to be false or misleading.
- e) If the Authority fails to perform repetitively any other responsibilities and obligation(s) specified in this Agreement.

## **7.3. Termination due to Event of Default**

- (a) Without prejudice to any other right or remedies which the Authority may have under this Contract, upon occurrence of Service Provider Event of Default, the Authority shall be entitled to terminate this Contract by issuing a Termination Notice to the Service Provider; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Service Provider of its intention to issue such Termination Notice and grant 30 (thirty) days or reasonable period to the Service Provider to remedy the default (“Remedial Period/Cure Period”) and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default at the satisfaction of the Authority within the Remedial Period, whether or not it is in receipt of such representation, or repeated failure to remedy the default/breach, the Authority issue Termination Notice providing 15 days’ time stating the intention of the termination (the “Termination Notice”) and then terminate the Contract.
- (b) In the event of termination due to the MSP Event of Default, Authority shall have the right to;
  - i. Invoke/encash and retain the Performance Guarantee amount in full.
  - ii. Take over the Project
  - iii. The authority shall have the right to appoint another MSP and transfer the entire Project components or part of the Project components to any replacement MSP selected by the Authority in its sole discretion.
  - iv. The authority shall not be liable to pay any termination payment to the MSP in respect of such termination.

- (c) Without prejudice to any other right or remedies which the MSP may have under this Contract, upon occurrence of Authority Provider Event of Default, the Service Provider shall be entitled to terminate this Contract by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Authority of its intention to issue such Termination Notice and grant 30 (thirty) days or reasonable period to the Authority to remedy the default (“Remedial Period”) and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default at the satisfaction of the Service Provider, whether or not it is in receipt of such representation, or repeated failure to remedy the default/breach, the Service Provider issue Termination Notice providing 15 days’ time stating the intention of the termination (the “Termination Notice”) and then terminate the Contract.
- (d) In the event of termination due to Authority Event of Default,
- i. The authority shall return the Performance Security to the MSP in full after deduction of any due payable by the MSP under this Agreement.
  - ii. The Service Provider shall handover the Project
  - iii. The authority shall make payment pursuant to all services rendered to Service Provider after adjusting against any payment /damages due.

#### **7.4. Termination for Insolvency, Dissolution etc.**

- (a) Authority may at any time terminate the Agreement by giving written notice to Service Provider without any compensation to Service Provider, if Service Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of the company, provided that such termination will not prejudice any other rights of the Authority.
- (b) Notwithstanding the generality of the foregoing, On occurrence of Termination due to Service Provider’s insolvency, dissolution the Authority shall have rights as specified in above clause 7.3 (b).

## **8 LIQUIDATED DAMAGES**

### **8.1. Performance Security**

- (a) For securing the due and faithful performance of the obligations of the MSP under this agreement, during the Agreement Period, the MSP, has in terms of the RFP and letter of award furnished to GMDC the required Performance Security dated \_\_\_\_ of amount \_\_\_\_ drawn in favour of “\_\_\_\_\_” from \_\_\_\_ Bank in the form of Bank Guarantee/DD and valid till \_\_\_\_ and admissible and payable at Ahmedabad branch, the receipt & veracity of which, is hereby acknowledged by GMDC (the “Performance Security”).
- (b) The MSP shall maintain a valid and binding Performance Security for a period of three months after the expiry of the Contract Period (“Validity Period”). The MSP shall ensure

that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Contract Period and thereafter until expiry of three months from end of Contract Period. In case Contract Period is extended then the MSP shall have to renew Performance Security for a period of extended Contract Period.

- (c) GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
- i. In the event GMDC requires to recover any sum due and payable to it by the MSP including but not limited to Damages; and which the MSP has failed to pay in relation thereof; and
  - ii. In the event of the MSP's breach and if such breach is not cured with the remedial period as per the terms of the Agreement.
  - iii. If the MSP fails to purchase, renew and maintain in full force and effect, any or all of the insurances required under the Contract as per provisions of this Agreement.
  - iv. Upon such encashment and appropriation from the Performance Security, the MSP shall, within 15 (fifteen) days replenish, in case of partial appropriation, to its original level the Performance Security and in case of appropriation of entire Performance Security to provide a fresh Performance Security and the MSP shall, within the time so granted replenish or furnish to GMDC a fresh Performance Security as aforesaid, failing which the same shall constitute a MSP's breach and entitle Authority to terminate this Contract in terms hereof.
  - v. On the performance and completion of the Contract by expiry of its term in all respects the Performance Security shall be returned to the MSP without any interest, provided the MSP is not in default of the terms hereof and there are no outstanding dues of GMDC with the MSP.

## **8.2. Liquidated Damages**

### **8.2.1 Liquidated Damages for error/variation**

In case any error or variation is detected in the reports submitted by the MSP and such error or variation is the result of negligence or lack of due diligence on the part of the MSP, the consequential damages thereof shall be quantified by GMDC in a reasonable manner and recovered from the MSP by way of deemed liquidated damages, subject to a maximum of the 10% of Agreement Value/Contract Price/MSP's Fees for the Project.

### **8.2.2 Liquidated Damages for delay**

In case of delay solely attributable to the MSP in completion of milestone as specified in TOR, the liquidated damages equivalent to 0.05% of milestone value for per day of delay shall become applicable. In any case, the applicable Liquidated Damages shall not exceed 10% of the Contract Value / Agreement value. Such Liquidated Damages shall be recovered by appropriation from the Performance Security or otherwise from invoice. However, in case of delay due to reasons beyond the control of the MSP, suitable extension of time shall be granted and Liquidated Damages shall not become applicable.

### **8.2.3 Encashment and appropriation of Performance Security**

GMDC shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the MSP in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 8.2.

### **8.3. Penalty for Deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 8.2, warning may be issued to the MSP for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of GMDC and such deficiencies not cured within the reasonable cure period granted by the Authority then Authority may initiate penal actions as permitted under law

## **9 SECURITY OF INFORMATION GENERATED FROM PROJECT**

The Service Provider shall take all necessary steps to ensure security, safety, confidentiality and integrity of data and keep Authority informed of all such steps taken from time to time.

### **9.1. Reliability of Information**

The Service Provider undertakes to guarantee the authenticity of information submitted to Authority as a part of MIS Report any other information demanded by Authority during the Contract period.

### **9.2. Integrity of Information**

The system shall have routine checks for the verification of integrity of information. Errors detected will be automatically corrected, in order to prevent propagation of invalid data across the database. If there is interruption in communication, the part of the system affected shall be repaired immediately and record the error.

### **9.3. Security and Encryption of Information Stored and other database**

- a) The Service Provider shall take all other necessary measures to protect the database generated from the Project.
- b) The Service Provider shall take all necessary steps to ensure security, safety, confidentiality and integrity of Database and shall not share or transfer any information from the Database to any person except with prior written consent of Authority.
- c) The Service Provider shall ensure that appropriate firewall is implemented to protect the Database and Project component from external access and outside connections.

## **10 OWNERSHIP OF PROJECT**

- a) In cases where the customized software is developed and installed exclusively for the Authority, the ownership of all such shall rest exclusively with Authority upon delivery and installation.
- b) The Software Licenses and Licenses for other proprietary, all third-party software license other than what GMDC has provided to fulfill the scope shall be transferred to the

Authority upon delivery and installation. All such Software Licenses shall be taken in the name of Authority if taken by MSP.

- c) The License Period of proprietary software of the Service provider or all third-party software procured for the purpose of the Project shall be similar to the Contract Period.
- d) Authority shall remain sole owner of the Database designed, developed and maintained by Service Provider all times during the Contract period. Authority shall own any and all data created out of the Project at all the times, i.e. both during and after the expiry / termination of the Service Provider Agreement. Service Provider shall not have any claim on and for such data and shall not for any reason withhold such data from Authority.
- e) Service Provider shall exercise all due caution to protect and maintain the data created out of Project.
- f) Service Provider shall not share, sell or in any manner use the data created by Service Provider out of this Project otherwise than in accordance with the terms of the Service Provider Agreement.

## **11 FARENESS AND GOOD FAITH**

### **11.1. Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

### **11.2. Operation of Agreement**

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 122 hereof.

## **12 DISPUTE RESOLUTION**

### **12.1. Amicable Solution**

- (a) Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement including incompleteness of the Services/ TOR /Payment between the Parties and so notified in writing by either Party to the other (the "**Dispute**") in the first instance shall be attempted to be resolved amicably by GMDC and MSP in accordance with the procedure set forth in sub-article (b) below.
- (b) Either Party may require the Dispute to be referred to committee of two senior executives of each Authority and the MSP, for the time being for amicable settlement.

Upon such reference, the committee shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to an independent Dispute Review Expert (also referred to as adjudicator) who may be an impartial person of experience in legal / dispute matters and both parties mutually select Dispute Review Expert

- (c) Dispute Review Expert shall give a decision in writing within 28 days of receipt of Notification of the Dispute. Reimbursable expense pertaining to Dispute Review Expert shall be divided equally between GMDC and the MSP. Either Party may refer a decision of the Dispute Review Expert to the Arbitrators within 28 days of Dispute Review Experts written Decision as per the agreement. If neither party refers the dispute to the Arbitration within the next 28 days, the decision of Dispute Review Expert will be final and binding.

## **12.2. Arbitration**

### **(a) Arbitrators**

Any Dispute/questions/differences whatsoever, which may at any time arises between the parties to this RFP and subsequent contract in connection with the RFP and subsequent contract or any matter arising out of or in relation thereto and which is not resolved amicably as provided shall be finally settled by binding Arbitration under the Arbitration and Conciliation Act, 1996. The Dispute shall be referred for the fast-track Arbitration to sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto (clause 29B of said act).

### **(b) Place of Arbitration**

The place of arbitration shall be Ahmedabad. The Language of the Arbitration shall be in English only.

### **(c) Procedure**

The procedure to be followed within the arbitration, including appointment of arbitrator / arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

### **(d) Enforcement of Award**

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any right to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction in Ahmedabad only.

### **(e) Fees and Expenses**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by Party.

### **12.3. Performance during Dispute Resolution**

Pending the submission of and/or decision on a Dispute, difference or claim or until the amicable solution or arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such solution or award.

## **13 PROJECT HANDOVER**

### **13.1. Handing Over of Project**

Upon expiry of the Agreement by efflux of time and in the normal course or prior termination of this Agreement due to Event of Default or dissolution or insolvency or Force Majeure, the Service Provider shall at the end of the Agreement Period or prior termination of this Agreement, as the case may be, hand over free from Encumbrances the peaceful possession of the assets including all Customized Software, Standard Software, database and all third party software licenses procured during the subsistence of this Agreement at no cost to Authority except in case of Termination due to Authority Event of Default or Force Majeure where in Authority shall make payments as specified in clause 8.3 or 2.7.10 of this agreement as the case may be.

### **13.2. Inspection and Removal of Bugs and Deficiency**

- a) The handing over process shall be initiated at least 3 months before the actual date of expiry of the Agreement Period in normal course or during the Notice Period in case of early termination by a joint inspection by the Authority and the Service Provider.
- b) The objective of this stage will be to conduct full tests of the functionality of each piece of Project as a whole, progressively, in order to identify faults, isolate them and rectify them in the most efficient manner in terms of cost and time before handing over to Authority.
- c) The Service Provider shall be entitled to remove promptly any bugs or defects observed during the Tests in the Project Components. Such bugs and deficiencies shall be removed and cured respectively in a time period commensurate with type of bugs and defects.

### **13.3. Recovery of Balance due of Authority from Service Provider**

The dues payable to Authority by the Service Provider on any account, if any, at the end of the Agreement shall be recovered by the Authority from the Performance Guarantee.

## SECTION VIII: ANNEXURES

### **Annexure 1: Letter of Bid Submission**

{On Bidder's letterhead}

Dated:

To,

General Manager IT,

Gujarat Mineral Development Corporation Ltd

Khanij Bhavan,

132-Ring Road, Gujarat University Ground, Vastrapur,

Ahmedabad- 380052.

**Subject: Submission of Bid in response to RFP for Selection of Managed Service Provider for services associated to Oracle EBS Cloud Migration and Operations & Maintenance Services Post Migration**

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Bid. We are hereby submitting our Bid, which includes this Technical Bid, and a Price Bid as follows.

#### **A. Physical submission of**

- (i) Technical Bid- Pre-Qualification and Qualification documents and**
- (ii) RFP Fee and EMD as per the requirement of the RFP**

#### **B. Online submission of Price Bid: Price Quote per the provisions of RFP.**

We are submitting our Bid in individual capacity. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Bid, i.e., before the date indicated in RFP, we undertake to negotiate on the basis of the proposed personnel. Our Bid/Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Bid is accepted, to initiate the consulting services related to the assignment not later than the period specified in the RFP.

We understand you are not bound to accept any Proposal you receive.

We remain,

*RFP for Selection of Managed Service Provider for services associated to Oracle EBS  
Cloud Migration and Operations & Maintenance Services Post Migration.*

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## Annexure 2: Bidder's Organization details

### A - Bidder's Organization

[Provide here a brief description of the background and organization of your firm/entity. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. The Bidder shall be a legal entity registered in India under the relevant legislation. In order to meet above requirements, the Bidder may submit any of the following documentary evidence as applicable. Certificate of registration in India along with RBI approval certificate, GSTIN certificate, PAN details OR Partnership deed, GSTIN registration, PAN details OR Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details ]

### B - Bidder's Experience

[Using the format below, provide information on each Assignment/job for which your firm, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out Assignment/job similar to the ones specified in Technical Marking system set forth in the RFP (If possible, the Bidder shall specify exact assignment / job for which experience details may be submitted)]

<b>Name of Employer:</b>	
Details of Public Sector/Pvt sector Employer	
Address:	
Country:	
Location within country:	
Assignment/job name	
Description of Project/Assignment	
Approx. value of the contract (in Rupees):	
Duration of Assignment/job (months):	
Total No of staff-months of the Assignment/job:	
Start date (month/year):	
Completion date (month/year):	
Name of associated team, if any:	
Name of senior professional staff of your firm involved and functions performed	
Description of actual Assignment/job provided by your staff within the Assignment/job:	

**Note:** *Relevant portion of Work Order/contract/Client completion certificate/ CA certificate evidencing the Project Experience to be submitted.*

**Annexure 3: Auditor's Certificate for Turnover for bidder**

{On Statutory Auditor's/ Registered Chartered Accountant's letterhead}

I hereby declare that I have scrutinized and audited the financial statement of M/s\_\_\_\_\_. Following is the audited, for the last three years.

<b>Years*</b>	<b>Turnover from assignments (Rs. Crore)</b>
<b>2019-20</b>	
<b>2020-21</b>	
<b>2021-22</b>	
<b>2022-23</b>	
<b>Average</b>	

*\* Latest available annual audited statements.*

\_\_\_\_\_

(Signed and Sealed by the statutory auditor/Registered Chartered Accountant)

**Annexure 4: Declaration for Non-Blacklisting**

<<To be printed on 300 Rs. Stamp paper and signed by Authorized signatory>>

Date: dd/mm/yyyy

To,

General Manager - IT,

Gujarat Mineral Development Corporation Ltd

Khanij Bhavan, 132-Ring Road,

Gujarat University Ground, Vastrapur,

Ahmedabad- 380052.

Sir/Madam,

I/we here by solemnly declare that,

1. The bidder or its directors have not been blacklisted, debarred, banned or put on holiday list for a period of 3 years prior to the submission of its bid (i.e. on the last date of submission of the bid).
2. We have not put any condition in our offer with respect to RFP No. \_\_\_\_\_,
3. We have accepted all the terms and conditions, including Annexure, Corrigendum if any, as specified in the RFP Document No. \_\_\_\_\_ unconditionally.

I/we hereby further declare that, if the declaration is found untrue, the GMDC shall be entitled to take any action against us severally and/or individually or our Bidder/GMDC in this regard in any manner that may be deemed fit by GMDC.

Yours faithfully,

\_\_\_\_\_  
Signature and Stamp of the Bidder

*RFP for Selection of Managed Service Provider for services associated to Oracle EBS  
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**Annexure 5: Earnest Money Deposit ad RFP processing Fee details**

Sr. No.	Item	Amount (In Rs.)	Name of the Bank & Branch	Demand Draft No.
2	RFP Processing Fee			
1	Earnest Money Deposit (E.M.D.)			

**Annexure 6: Performance Bank Guarantee Format**

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To,

The General Manager- IT  
Gujarat Mineral Development Corporation  
Khanij Bhavan  
132 ft Ring Road, Ahmedabad

Dear Sir,

1. WHEREAS..... (Name of Managed Service Provider (MSP)) hereinafter called "the MSP" has undertaken, in pursuance of Agreement dated, (here in after referred to as "the Agreement Selection of Managed Service Provider (MSP) to carryout services associated to Oracle EBS Cloud Migration and Operations & Maintenance Services Post Migration AND OPERATIONS AND MAINTENANCE SERVICES POST MIGRATION. AND WHEREAS it has been stipulated in the said Agreement that the MSP shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing PROJECT.

2. WHEREAS we \_\_\_\_\_ ("the Bank", which expression shall be deemed to include it successors and permitted assigns) have agreed to give the GMDC the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the MSP to GMDC under the terms of their Agreement dated \_\_\_\_\_. Provided, however, that the maximum liability of the Bank towards GMDC under this Guarantee shall not, under any circumstances, exceed \_\_\_\_\_ in aggregate.

3. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from GMDC in that behalf and without delay/demur or set off, pay to GMDC a<sup>2</sup>ny and all sums demanded by GMDC under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from GMDC to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention Mr. \_\_\_\_\_.

4. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of \_\_\_\_\_ months from the date of its execution. The Bank shall extend the Guarantee for a further period which may mutually decide by the MSP & GMDC. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.

- Any breach or non-compliance by the MSP with any of the terms and conditions of any Agreements/credit arrangement, present or future, between MSP and the Bank.

5. The BANK also agrees that GMDC at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the MSP and notwithstanding any security or other guarantee that GMDC may have in relation to the MSP's liabilities.

6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of GMDC or any other indulgence shown by GMDC or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

7. This Guarantee shall be governed by the laws of India and the courts of Ahmedabad shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the ..... Day of .....

Witness

(Signature)

(Name)

(Signature)

Bank Rubber Stamp

(Name)

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(Official Address)  
Stamp

Designation with Bank

Plus, Attorney as per Power of Attorney No. Dated:

**Annexure 7: Format of Earnest Money deposit in the form of Bank Guarantee**

**(On Non-judicial Stamp paper to be submitted along with submission of bids)**

..... (Name of the Bank)  
Address.....Guarantee  
No.....  
A/C Messer's..... (Name of Bidder)  
Date of Expiry..... Limit to liability (currency &  
amount).....  
Invitation For RFQ No..... dated.....( bidding document )  
For..... (Name of Facilities)

**Subject:** Earnest Money Deposit Bank Guarantee.

Date.....20

To,  
General Manger (IT),  
Gujarat Mineral Development Corporation Ltd.  
132 Ft Ring Road, Near University Ground  
Vastrapur, Ahmedabad.  
Bank Code:

Dear Sir,

In consideration of Gujarat Mineral Development Corporation (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s..... (herein after called "Bidder") from demand under the terms and conditions of "Technical Bid Document" ( hereinafter called the said "Bidding Document") issued by the GMDC vide RFQ No. \_\_\_\_\_ for the work \_\_\_\_\_

( Name of the facilities ) from Earnest Money Deposit (EMD) of Bid for the due fulfillment by the Bidder of the terms and conditions contained in the said Bidding Document on production of \_\_\_\_\_ Bank Guarantee for \_\_\_\_\_ INR \_\_\_\_\_ ( \_\_\_\_\_ only ) ( figure in words).

1. We the \_\_\_\_\_ ( Name of Bank ) hereinafter referred to as "Bank" having our registered office at \_\_\_\_\_ ( address of Bank ) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR \_\_\_\_\_ ( \_\_\_\_\_ only ) ( figures in words ) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason

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of any breach or breaches by the Bidder of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.

2. We \_\_\_\_\_ (Name of Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Bidding Document by reason of the Bidder's failure to fulfill the conditions of said Bidding Document. Any such demand 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 INR \_\_\_\_\_.
3. We \_\_\_\_\_ ( Name of Bank ) further agree that GMDC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said document and the decision of GMDC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.
4. We \_\_\_\_\_ (Name of Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) \_\_\_\_\_ we shall be discharged from all liability under this guarantee.
5. We \_\_\_\_\_ ( Name of Bank ) further agree with you that you 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 Bidding Document 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 you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act or omission on your part or any indulgence by you to the said Bidder or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.
6. It shall not be necessary for GMDC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which GMDC may have obtained from the Bidder at this time when proceeding are taken against Bank hereunder be outstanding or unrealized.
7. We \_\_\_\_\_ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.

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8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing and agree that any change in the constitution of GMDC or the Bidder or the said Bank shall not discharged our liability hereunder dated \_\_\_\_\_ day of \_\_\_\_\_ 20 . \_\_\_\_\_ for \_\_\_\_\_ ( Name of Bank )

**Yours faithfully**

**For.....(Name of the Bank)**

**Please note the following details for Compulsory e-confirmation for Bank Guarantee through ICICI Bank through SFMS under our:**

**Gujarat Mineral Development Corporation Limited (GMDC)**

**132 Ft Ring Road, Near University Ground Vastrapur, Ahmedabad. Bank Name: ICICI Bank Ltd**

**IFS Code: ICIC0000024**

**UIC GMDC530265584 for Field 7037 MT760**

**Annexure 8: Work Experience details as mentioned in the Pre-Qualification Criteria**

1. Work experience Format for Migration related work done projects (along with PO Submission and Project Completion certificate)

Sr. no	Name of the Organization	Address of execution	Start Date of the Project	Completion Date of the Project	Scope of Work Description in Brief for Migration related work projects	Value of The Project in Rs.	Supporting PO and Completion Certificate attached or not
1							
2							
3							
4							
5							
6							

2. Work experience Format for Operations and Maintenance services of Oracle Cloud Infrastructure work done projects (along with PO Submission and Project Completion certificate)

Sr. no	Name of the Organization	Address of execution	Start Date of the Project	Completion Date of the Project	Scope of Work Description in Brief for Migration related work projects	Value of The Project in Rs.	Supporting PO and Completion Certificate attached or not
1							
2							
3							
4							
5							
6							

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**Annexure 9: Financial Bid Format**

(To be submitted online only)

To,  
General Manager IT,  
Gujarat Mineral Development Corporation Ltd  
Khanij Bhavan,  
132-Ring Road, Gujarat University Ground, Vastrapur,  
Ahmedabad- 380052.

**Subject:** Request for Proposal (RFP) for “Selection of Managed Service Provider (MSP) to carryout services associated to Oracle EBS Cloud Migration and Operations & Maintenance Services Post Migration and Operations and Maintenance Services Post Migration”

Dear Sir,

After thoroughly reading and accepting the RFP terms, understanding the requirements and scope of work of the GMDC under this RFP, and its terms and conditions, we hereby agree to provide our services at the following rates:

Sr. No.	Scope Items and Deliverable	Unit (A)	Quantities (B)	Service Fees (Rs/ Unit) (C)	Total Quote in INR (D = B X C)
1.	Part 1: As Is Assessment Services and Migration Plan	Lumpsum	1		
2.	Part 2: O&M of existing on-premises DC and its third-party applications (Payable only if GMDC commission on-premises O&M)	Quarterly	1		
3.	Part 3: Migration and DC Formation & Testing	Lumpsum	1		
4.	Part 4: Operation and Maintenance post Migration, Review and Training	Quarterly	12		

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<b>5.</b>	Part 5: Gap analysis for Usage enhancement (Payable only if GMDC commission Gap Analysis)	Lumpsum	1		
<b>6.</b>	Part 6: Architecture Assessment for SAAS Migration (Payable only if GMDC commission SaaS architecture assessment)	Lumpsum	1		
<b>7.</b>	Part 7: Change Request (Payable only if GMDC commission change request)	Man-days	100*		
<b>Total Fees (INR)</b>					

*\*Tentative for the purpose of Price Bid evaluation*

**Notes:**

1. It is to be noted that total Service Fees for the Part 3 of the Scope shall not exceed the 35% of the fees quoted for Part 4 of the Scope of Work. In case the Bidder's Service Fees for the Part 3 is exceeding the 35% of the Part 4 then the Authority / GMDC shall have right to rebalance it and the Bidder shall have to abide by this provision.
2. The Scope pertaining to Part 2 of the Scope of Work is optional. However, Bidders shall need to mandatorily quote Service Fees separately as per the Price Bid format. The award of the work pertaining to Part 2 is optional and GMDC shall in its sole discretion decides to award the work pertaining Part 2 to the MSP. The Prices quoted by Bidders for Part 2 shall be considered for the price bid evaluation.
3. The bidder shall have to mandatorily quote prices for Part 5, 6 and 7. This shall become payable only if GMDC commissions such scope. The Prices quoted by Bidders for Part 5,6 and 7 shall be considered for the price bid evaluation.
4. The Bidders also shall be required to quote Service Fess for execution of TOR specified in section III. While Service Fees for each of seven Parts of the Scope of Work shall have to be quoted separately, only the Total Fees shall be considered for the calculation of Financial Score as per clause 5.4 of Section VI.
5. The above quoted rates represent remuneration of Bidder's staff, Travel expense, expense towards dime, hotel stay, office rents, conveyance, stationary expense and any other expense to be incurred for executing Terms of Reference.
6. The Bidder to quote Service Fees in table above inclusive of all other taxes except applicable GST. Applicable GST, over and above approved Service Fees, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Bidder.
7. GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act & GST.

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8. Service Provision Fees shall be paid as per the payment terms specified in Section VII of the RFP document.

Each Bidder must quote his rates after through reading of this RFP document and Estimates of his cost thorough detailed due diligence of the site, statutory laws/regulations. **Authority reserves right to seek any clarifications regarding price quoted from bidders before any decisions.**

Thanking you,  
Yours faithfully

(Seal and Signature of the authorized representative of the Bidder)

Name:

Designation:

**Annexure 10: Details of Existing Hardware Infrastructure, Existing Oracle licenses and Existing Virtual machines**

**A. Existing Hardware and Software**

Sr. – no	Description	Make	Model	UOM	Qty	Remarks
<b>A. HARDWARE</b>						
1	Servers for Hosting the ERP	IBM	Power S824 (12Cx2 448GB RAM)	Nos	03	
2	SAN for ERP Data	IBM	Store wise V5020	Set	01	
3	SAN Switch	IBM		Nos	02	
4	Management console	IBM	HMC	Nos	01	
	Archiving of ERP Data using Tape Driver and LTU	IBM	TS3100	Set	01	
5	OS and Virtualization Platform	IBM	AIX (Advanced Interactive executive)	Nos	03	
6	ERP Data (TB) to be migrated			Set	17 TB	
<b>B. ORACLE EBS LICENSING</b>						
1	Oracle Database Enterprise Edition - Named User Plus Perpetual	Oracle			175	
2	Oracle Real Application Clusters - Processor Perpetual	Oracle			8	
3	Oracle Diagnostics Pack – Processor Perpetual	Oracle			16	
4	Oracle Tuning Pack – Processor Perpetual	Oracle			16	

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<b>Sr. – no</b>	<b>Description</b>	<b>Make</b>	<b>Model</b>	<b>UOM</b>	<b>Qty</b>	<b>Remarks</b>
5	Oracle Web Logic Suite – Named User Plus Perpetual	Oracle			20	
6	Oracle Diagnostics Pack – Named User Plus Perpetual	Oracle			175	
7	Oracle Tuning Pack – Named User Plus Perpetual	Oracle			175	
8	Oracle Real Application Clusters - Named User Plus Perpetual	Oracle			175	
9	Internet Developer Suite	Oracle			1	
10	Internet Application Server Enterprise	Oracle			2	
<b>C. VIRTUAL MACHINE DETAILS</b>						
1	VM for Backup (3 cores-physical and 8GB)				1	
2	VM for Development Database Server 1 (4 cores- physical and 77 GB)				1	
3	VM for External Portal 1 (3 cores- physical and 64 GB)				1	
4	VM for Production Database Server 1 (8 cores- physical and 84.25GB)				1	
5	VM for Production EBS 1 (4 cores- physical and 60 GB)				1	
6	VM for Development Express 1 (3 cores-physical and 64 GB)				1	
7	VM for Management 1 (2 cores- physical and 08 GB)				1	

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Sr. no	Description	Make	Model	UOM	Qty	Remarks
8	VM for Management 2 (2 cores- physical and 08 GB)				1	
9	VM Network Infrastructure Management (2 cores- physical and 08 GB)				1	
10	VM for Development Database Server 2 (4 cores- physical and 82 GB)				1	
11	VM for Development Application 2 (3 cores- physical and 64 GB)				1	
12	VM for Production Database Server 2 (8 cores- physical and 78 GB)				1	
13	VM for Production EBS 2 (4 cores- physical and 60 GB)				1	
14	VM for Development Environment Portal 2 (3 cores- physical and 64 GB)				1	

**B. Functionalities of existing different Oracle ERP Modules**

**ERP Module wise Functionality**

#	Module	Functionality
1.	Oracle HRMS, Training, Registry	<ul style="list-style-type: none"> <li>○ Employee Creation Cycle (Creation, Transfer, Promotion etc...)</li> <li>○ End Employment Cycle (Resignation, VRS etc..)</li> <li>○ Rehire Case</li> <li>○ Shift Allocation</li> <li>○ Employee Self Service</li> <li>○ Whole Training Cycle</li> <li>○ Various type of Reports</li> </ul>

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#	Module	Functionality
2.	Employee Self Services	<ul style="list-style-type: none"> <li>○ Apply for Leave such as Casual, Sick, and Earn Leave etc...</li> <li>○ Apply Tour Request</li> <li>○ Apply for Salary Advance</li> <li>○ Tax Declaration for Income tax</li> <li>○ Salary Information</li> <li>○ Income Tax Computation</li> <li>○ Approval for Leave Workflow</li> <li>○ Approval for Tour Request Workflow</li> <li>○ Approval for Purchase Requisition (PR) Workflow</li> <li>○ Approval for Purchase Order (PO) Workflow</li> <li>○ Approval for Written off Proposal Workflow</li> </ul>
3.	Oracle Time and Labour (OTL)	<ul style="list-style-type: none"> <li>○ Time &amp; Attendance</li> <li>○ Timecard(In-Out Punch ) Details</li> <li>○ Various type of Reports</li> </ul>
4.	Oracle Procurement Management	<ul style="list-style-type: none"> <li>○ Purchase Requisition (PR)</li> <li>○ Internal Requisition (IR), If required item stock already available at other projects</li> <li>○ PR/IR Approval workflow</li> <li>○ Buyer Allocation for PR</li> <li>○ PR to RFQ (Requisition for quotation) through Auto create</li> <li>○ RFQ to Quotation Creation</li> <li>○ Comparative Statement</li> <li>○ Quotation to PO (Purchase Order) Creation</li> <li>○ PR to PO (Purchase Order) Creation</li> <li>○ PO approval workflow</li> <li>○ Revise PO (If required any changes in PO)</li> <li>○ Revise PO approval workflow</li> <li>○ Purchasing Period Open Process</li> <li>○ Purchasing Year End Process</li> <li>○ Various type of Reports</li> </ul>

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#	Module	Functionality
5.	Oracle Inventory Management	<ul style="list-style-type: none"> <li>○ MRR (Material Receipt)</li> <li>○ Inspection (Accept/Reject Material)</li> <li>○ Return to Supplier (If qty rejected)</li> <li>○ Delivery (Material Deliver to sub inventory)</li> <li>○ Correction (If MRR need to be cancelled)</li> <li>○ Move order (For issue item)</li> <li>○ Move order (For issue Diesel to Contractor/Dept.)</li> <li>○ Move order (For Returnable/Non-returnable Gate pass)</li> <li>○ Move order (For Sub Inventory transfer)</li> <li>○ Move Order transact (To issue material)</li> <li>○ MLOP</li> <li>○ Miscellaneous receipt/issue</li> <li>○ Inventory Period Open/Close process</li> <li>○ Inventory Year End Process</li> <li>○ Various type of Reports</li> <li>○ Inter Project Transfer (IPT) (For Materials)</li> <li>○ IR (Internal Requisition)</li> <li>○ IR Approval Workflow</li> <li>○ Process : Create internal order</li> <li>○ Process : Import Order</li> <li>○ IPT Gate pass</li> <li>○ MRR through shipment number</li> <li>○ Inspection</li> <li>○ Delivery to store</li> <li>○ Inter Project Transfer (IPT) (For Assets)</li> <li>○ Non returnable Gate pass</li> <li>○ Asset Transfer</li> <li>○ MRR through shipment number</li> <li>○ Inspection</li> <li>○ Delivery</li> <li>○ Receipt (MRR)</li> </ul>

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#	Module	Functionality
		<ul style="list-style-type: none"> <li>○ Deliver</li> <li>○ Return to Supplier</li> <li>○ Correction</li> <li>○ Invoice</li> </ul>
6.	Oracle Enterprise Asset Management (eAM)	<ul style="list-style-type: none"> <li>○ Work order Creation for Operations, Material requirements, Resource</li> <li>○ Work Order to PR</li> <li>○ Work order Completion</li> <li>○ Asset Group Creation</li> <li>○ Asset Creation</li> <li>○ Asset Activity Creation</li> <li>○ Asset Activity Association</li> <li>○ Asset Written off proposal &amp; send for approval</li> <li>○ Meter Creation</li> <li>○ Meter Association</li> <li>○ Various type of Reports</li> <li>○ Setup of Various Masters/ Lookups</li> <li>○ New Asset Creation /Updating like Asset serial number, Owning department, Warranty expiration, Area, FA number</li> <li>○ New Asset Activity Creation &amp; Associate with Asset Number</li> <li>○ Assign Asset Attributes to Asset Group like make, model, chassis no., engine no., mc no.</li> <li>○ Inter Project Transfer for Asset from Source Project to Destination Project</li> </ul>
7.	Oracle Finance (Account Receivable)	<ul style="list-style-type: none"> <li>○ Customer cash receipt</li> <li>○ Customer sales Invoice</li> <li>○ Customer refund</li> <li>○ Created manually Receipt method</li> <li>○ Created Standard Receipt method</li> <li>○ Transaction source setup</li> <li>○ Various type of Reports</li> </ul>

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#	Module	Functionality
8.	Oracle Finance (Account Payable)	<ul style="list-style-type: none"> <li>○ Supplier creation</li> <li>○ TDS setup for supplier</li> <li>○ GST setup for supplier</li> <li>○ HSN mapping for all items</li> <li>○ Customer AP invoice</li> <li>○ Supplier standard and pre-payment invoice</li> <li>○ Supplier payment invoice</li> <li>○ Customer batch payment</li> <li>○ Various type of Reports</li> </ul>
9.	Oracle Finance (General Ledger)	<ul style="list-style-type: none"> <li>○ Import Journal of payroll data on monthly basis</li> <li>○ Manual Journal voucher</li> <li>○ Financial statement generation</li> <li>○ Account code mapping in grouping</li> <li>○ Analysis of various sales and purchase data with GL</li> <li>○ Trial Balance</li> <li>○ Sub-ledger accounting report</li> <li>○ Various type of Reports</li> </ul>
10.	Oracle Finance (Cash Management)	<ul style="list-style-type: none"> <li>○ Bank payment file upload and reconciliation</li> <li>○ Bank cash receiving file upload and reconciliation</li> <li>○ New Bank and branch setup</li> <li>○ Various type of Reports</li> </ul>
11.	Oracle Finance (Fixed Assets Management)	<ul style="list-style-type: none"> <li>○ New assets creation</li> <li>○ Asset cost updating</li> <li>○ Asset depreciation</li> <li>○ Asset retirement</li> <li>○ FAR report analysis</li> <li>○ Fixed assets new year calendar setup</li> <li>○ Various type of Reports</li> </ul>
12.	Oracle Finance (Payroll)	<ul style="list-style-type: none"> <li>○ New element setup creation</li> <li>○ New element linking setup</li> <li>○ Formula creation</li> </ul>

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#	Module	Functionality
		<ul style="list-style-type: none"> <li>○ Global value setup</li> <li>○ Executing processes related to PAYROLL</li> <li>○ Transfer Payroll data to GL</li> <li>○ TDS calendar setup</li> <li>○ Various type of Reports</li> </ul>
13.	Order Management	<ul style="list-style-type: none"> <li>○ Customer registration</li> <li>○ Grade Creation for quota allocation</li> <li>○ Customer Order</li> </ul>

**Other Integration Applications with ERP**

#	Application	Functionality	Platform
1.	Dispatch System	<ul style="list-style-type: none"> <li>○ Transporter assignment/ registration</li> <li>○ Truck Registration</li> <li>○ Truck IN at Weighbridge</li> <li>○ Weighbridge (interface of truck weight)</li> <li>○ Loaded Truck OUT at Weighbridge</li> <li>○ e-Royalty (interface with CGM portal)</li> <li>○ e-Way bill &amp; e-Invoice (interface with GST portal)</li> <li>○ SMS &amp; Email to customer</li> </ul>	Oracle Apex
2.	Customer Portal	<ul style="list-style-type: none"> <li>○ Booking the Delivery Order as per Quota</li> <li>○ Schedule of dispatch</li> <li>○ Advance Payment</li> <li>○ Printing/ mailing the D.O.</li> <li>○ Payment Gateways – NSDL, ICICI, Axis, IndusInd Bank</li> </ul>	JSP, Java
3.	Attendance System	<ul style="list-style-type: none"> <li>○ RFID based Attendance system at Corporate Office.</li> <li>○ Face Reorganization with Fingerprint Attendance Machines at all projects &amp; corporate office.</li> </ul>	Mantra, .net, SQL

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		<ul style="list-style-type: none"> <li>○ Integrated with Oracle ERP application for employee IN OUT attendance data</li> </ul>	
4.	Dynamic Allocation portal	<ul style="list-style-type: none"> <li>○ Under development</li> </ul>	Apex
5.	Third party APIs consumed	<ul style="list-style-type: none"> <li>○ GST, e-Invoice, e-way bills, CGM ILMS</li> </ul>	XML
6.	Provident Fund (PF)	<ul style="list-style-type: none"> <li>○ Employee PF,</li> </ul>	SaaS
7.	APAR	<ul style="list-style-type: none"> <li>○ Performance Appraisal</li> </ul>	PHP

### **Annexure 11: Description Of Approach, Methodology And Work Plan For Performing The Assignment/TOR**

Technical approach, methodology and work plan are key components of the Technical Bid/Proposal. Bidders are suggested to present their Technical Proposal divided into the following three chapters:

- a) Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) **Approach and Methodology**

- As per the Technical Marking system

b) **Work Plan:** In this chapter, Bidder should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by Authority), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including report to be delivered as final output, should be included here.

c) **Organization and Personnel:** In this chapter, the Bidder should **propose and justify** the structure and composition of proposed team. Bidder should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. The manpower requirement given in the RFP is an indicative minimum requirement. The Bidder should assess the specific and realistic manpower with reference to TOR

## **Annexure 12: Curriculum Vitae (CV) For Proposed Experts And Support Staff**

*(Summary of CV: Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV)*

1. Proposed Position in the assignment:
2. Name of Firm [Insert name of firm proposing the expert]:
3. Name of Expert [Insert full name]:
4. Date of Birth: Citizenship:
5. Education [Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:
6. Membership of Professional Associations:
7. Other Training [Indicate significant training since degrees under -Education were obtained]:
8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
9. Employment Record [Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned, also give Employer references, where appropriate.]:

From [Year]: To [Year]:

Employer:

Positions held:

Sector:

10. Total Experience (Years): \_\_\_\_\_(details to be given in point no 13)
11. Mineral/Mine Sector Experience (Years): \_\_\_\_\_(details to be given in point no 13)
12. Detailed Tasks Assigned: [List all tasks to be performed under this Assignment/job]
13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned. Please provide project / assignment wise details/

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks Listed under point 12. List of the assignment below should also match sr. no 10 and 11]

- (i) Name of Assignment/job or project:

*RFP for Selection of Managed Service Provider for services associated to Oracle EBS  
Cloud Migration and Operations & Maintenance Services Post Migration.*

- (ii) Year:
- (iii) Location:
- (iv) Employer:
- (v) Main project features:
- (vi) Positions held:
- (vii) Activities performed:
- (viii) Sector:

14. Any other Information (relevance of experience, relevance of qualification etc.)

15. Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

- I. This CV correctly describes my qualifications and my experience.
- II. I am not employed by the Executing /Implementing Agency.
- III. I am/I am not in regular full-time employment with the Bidder
- IV. I am willing to work on the project and I will be available for entire duration of the project assignment as per task assigned to me.
- V. I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes me my qualification and my experience I am committed to undertake the assignment within the validity of Proposal.
- VI. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: [Days/Month/Year]

[Signature of expert or authorized representative of the firm]

Full name of authorized representative:

**Annexure 13: Undertaking**

Date: dd/mm/yyyy

To,  
General Manager IT,  
Gujarat Mineral Development Corporation Ltd  
Khanij Bhavan,  
132-Ring Road, Gujarat University Ground, Vastrapur,  
Ahmedabad- 380052.

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP and we are liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_ day of \_\_\_\_\_ 202\_.

Signature  
(Company Seal)

\_\_\_\_\_

In the capacity of duly authorized to sign bids for and on behalf of:

**Signed by**

**Authorized Signatory with designation**

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**Annexure 14: Banks List**

**Annexure I.**

Finance Department, GR. No.: FD/MSM/e-file/4/2023/0057/D.M.O.

Date: 21/04/2023

(A) Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:

❖ **All Nationalized Banks**

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2024. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	17	Kotak Mahindra Bank
2	AU Small Finance Bank	18	South Indian Bank
3	Bandhan Bank	19	Standard Chartered Bank
4	BNP Paribas	20	Tamilnadu Mercantile Bank
5	City Union Bank	21	Utkarsh Small Finance Bank
6	CSB Bank	22	The Kalapur Commercial Co-op. Bank
7	DBS Bank India Limited	23	Ahmedabad Mercantile Co-op. Bank
8	DCB Bank	24	Nutan Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
10	FEDERAL Bank	26	Saraswat Co-Operative Bank Ltd
11	HDFC Bank	27	SVC Co-Operative Bank LTD.
12	HSBC Bank	28	The Gujarat State Co-operative Bank
13	ICICI Bank	29	The Mehsana Urban Co-Op. Bank Ltd
14	IndusInd Bank	30	The Surat District Co-Operative Bank Ltd
15	Karnataka Bank	31	The Surat People's Co-Op. Bank Ltd
16	Karur Vysya Bank	32	Saurashtra Gramin Bank

All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.

  
(S. Chhakchhuak)

Additional Secretary (Budget)  
Finance Department

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**Annexure 15: Format for Change Request management**

Change Control Note(CCN):	CCN Number:
Title:	
Originator:	
Date of Initiation	
Brief Description of Proposed Change:	
Deliverables:	
Impact:	
No. of Resources:	
Timeline of Execution:	



**Gujarat Mineral Development Corporation Ltd.**  
(A Government of Gujarat Enterprise)

CIN No. : L14100GJ1963SGC001206

Khanij Bhavan, 132 ft. Ring Road, Near Gujarat University Ground, Vastrapur, Ahmedabad- 380052 India