



E Tender is invited for

For

**Oracle E-Business Suite Application (App) Upgrade from R12.1.1
to R12.2.8 & Database (DB) Upgrade from release 11.2.0.4.0 to
19c**

And

Five Years AMC

AT

GUJARAT MINERAL DEVELOPMENT CORPORATION (GMDC)

Tender Reference Number: GMDC/IT/ ERP UPGRADE/01/2020-21



Item Description	:	Oracle E-Business Suite Application (App) Upgrade from R12.1.1 to R12.2.8 & Database (DB) Upgrade from release 11.2.0.4.0 to 19c and Five years AMCAT GMDC
Tender Processing Fees	:	Rs. <u>10,000/-</u> plus GST @ 18% (I.e. Rs. 11,800/-) by DD / Pay Order in favor GMDC Ltd. From GOG approved Bank only except Co-operative banks by time to time in favor of GMDC Limited payable at Ahmadabad only.
Contract Period	:	180 days. From the date of issue of Work Order
Earnest Money Deposit	:	Rs. 03, 50,000/- (Rs. Three Lacs Fifty Thousand only) in the form of Demand Draft From GOG approved Bank (except Co-operative banks) only in favor of GMDC Limited payable at Ahmedabad only.
Availability of Tender Document		https://www.gipl.nprocure.com , www.gmdcltd.com
Last Date & Time of down loading the tender	:	16.07.2020 up to 18:00
Last Date & Time of submission of Bid.	:	16.07.2020 up to 18:00
Last Date & Time of physical submission of Tender Processing Fees , EMD & all necessary documents	:	From 17.07.2020 to 20.07.2020 up to 17:00
Venue Date and Time of Pre Bid Meeting		<p>Pre bid Meeting Date :- 04.07.2020</p> <p>Pre Bid Meeting Time:- From 11:30 to 12:30</p> <p>The online pre-bid meeting should start sharp as scheduled on website https://gipl.nprocure.com in the pre-bid chat section of the concerned tender. All bidders are requested to post their tender related queries online only during the scheduled pre-bid chat session. The queries received during the online pre-bid meeting session will be addressed only & no queries before or after the pre-bid meeting session will be entertained.</p>
Date & Time for on-line opening of Technical Bid	:	20.07.2020 at 17:15
The GMDC LTD. reserves its right to reject any or all tenders or split the job between more than one Bidder without assigning any reason thereof.		



1. Disclaimer

This E-tender is invited for **“Oracle E-Business Suite Application (App) Upgrade from R12.1.1 to R12.2.8 & Database (DB) Upgrade from release 11.2.0.4.0 to 19c and five years AMC”** is issued by Gujarat Mineral Development Corporation (GMDC).

Whilst the information in this E-TENDER DOCUMENT has been prepared in good faith, it is not and does not purport to be comprehensive. The information contained in this E-TENDER DOCUMENT is selective and is subject to updating, expansion, revision and amendment at the sole discretion of GMDC. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Each party must conduct its own analysis of the information contained in this E-TENDER DOCUMENT, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed GMDC Project, the regulatory regime which applies thereto and by and all matters pertinent to the GMDC Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the GMDC Project. GMDC shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the E-TENDER DOCUMENT in any manner whatsoever.

GMDC shall be the sole and final authority with respect to qualifying a bidder through this E-TENDER DOCUMENT. The decision of GMDC in selecting the Service Provider who qualifies through this E-TENDER DOCUMENT shall be final and GMDC reserves the right to reject any or all the bids without assigning any reason thereof. GMDC further reserves the right to negotiate with the selected Service Provider (SP) to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

GMDC may terminate the E-TENDER DOCUMENT process at any time without assigning any reason and upon such termination GMDC shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

1.1 Key Terms – Definition

Term	Definition
Bid / Proposal	This means the documents in their entirety comprising of the pre-qualification Proposal, Technical and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, the Bidder herein, in response to the E-TENDER DOCUMENT, and accepted by GMDC.
Bidder(s)	Eligible, reputed, qualified IT entities of these with strong technical and financial capabilities for supply, design, customization, implementation, hosting and maintenance who may be responding to this E-TENDER DOCUMENT.(consortiumis Not Allowed)
Bidder's Representative	The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and execution of Project.
Contract / Project Period	Successful bidder shall complete the whole project within six months from Date of issue of Work order And five years of AMC
Deliverables	The documents, milestones and activities related to the setting up and operations of Project in GMDC, as defined in the E-TENDER DOCUMENT.
EMD/ Bid Security	This refers to the amount to be deposited by the Bidders to GMDC to demonstrate commitment and intention to complete the process of Selection of Bidder for Oracle EBS & Database upgrade in GMDC.
End of Contract	This refers to the time when the Contract Period has ended.
E-TENDER DOCUMENT/ Tender	This means the Request for Proposal released, containing the technical, functional, commercial and operational specification.
Contract	This shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent.
Contractor	This shall mean the successful Bidder whose tender has been accepted, and who has been authorized to proceed with the Work.
Subcontractor	This means person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract which includes work on the Site.
Employer	This shall mean GMDC and is the party who will employ the Contractor to carry out the Works.
Users	This means the internal and external users of the System including citizens, business firms, GMDC including its offices, corporations and agencies and their employees, as the context admits or requires.
GIPL	Working as consultant for GMDC.



General Instructions to Bidders

The Bidders are advised to read carefully all the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters carefully before submitting their offer. In case of any doubt they may seek clarification to General Manager (IT) before three working days prior to last date of bid submission at GMDC's corporate office at Ahmedabad.

Bid submission & bid opening

Bidders are requested to submit Physical bids at the following address with in stipulated time period:

Guj Info Petro Limited (GIPL) 2nd Floor, Block No: 15,
Udyog Bhavan, Sector – 11, Gandhinagar – 382 011.

The technical as well as commercial bid opening will held at above mentioned address in the presence of GIPL, GMDC and bidders / qualified bidders' representatives.

Period of Validity of Bids

Bids shall remain valid for 180 days after the date of technical bid opening prescribed by GMDC LTD, pursuant to the e-tender schedule mentioned in this document. In exceptional circumstances, GMDC LTD. may solicit the Bidder's consent to an extension of the period of validity further 60 days. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional.

Late Bids

Any bid received by GMDC LTD., after the deadline for submission of bids prescribed by GMDC LTD., shall be summarily rejected. GMDC LTD shall not be responsible for any postal delay or non-receipt /non-delivery of the documents. No further correspondence on this subject will be entertained.

Right to accept Proposal

GMDC LTD., reserves the right to accept or reject any Proposal, and to annul this Proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder of the grounds for such decision

Forfeiture of EMD

The EMD can be forfeited if a Bidder -



1. Withdraws their bid during the period of bid validity specified on the tender document
2. In case the Bidder fails
 - a. To accept the work order within the stipulated time.
 - b. To furnish the performance guarantee within the stipulated time.

2. Invitation for Proposal

GMDC hereby invites Proposals from reputed, competent and professional companies, who meet the Pre-Qualification Criteria as specified in this bidding document for **“Oracle E-Business Suite Upgrade from 12.1.1 to R12.2.8 & Upgrade the Database from 11.2.0.4.0 to 19c release and five years AMC”** from Service Provider for Gujarat Mineral Development Corporation (GMDC) as detailed in this E-TENDER DOCUMENT.

All bidders must note that this being E-tender, bids received only through online on E-tendering portal <https://gipl.nprocure.com> shall be considered as an offer. Any bid submitted in Paper form will not be received and opened and shall be summarily rejected. To participate applicant / bidders are required to register and bid using following steps

- Bidder may contact– GIPL Office on following details
Shri Kalpit Dave (Sr. Project Manager at (Ph. No. 90999 51001) for any assistance.
Contact Timings-India 10:30 Hrs. – 18:00Hrs (GMT+5.30) on working day or

Bidder may send their query over e-mail at oracle.support@gipl.net and copy to ittender@gmdcltd.co.in

- Bidder/ Agencies are advised to study this E-TENDER DOCUMENT carefully before submitting their proposals in response to the E-TENDER Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. Prospective bidders are advised to check the minimum qualification criteria before participating in the bidding process. This E-tender document is not transferable and the name of the bidder and submits the same bid shall be unchanged.

2.1 Pre-bid meeting

- 1.1 A Pre-bid meeting (PBM) shall be held as per schedule date and time.
- 1.2 In this E-TENDER DOCUMENT, bidder would address the clarifications sought by the GMDC with regard to the E-TENDER DOCUMENT and the scope.
- 1.3 The bidders would be required to submit their queries digitally only, to the Sr. PM, GIPL in writing on or before 2 days of PBM date.
- 1.4 All attempts would be made to clarify queries raised for PBM. GMDC reserves the right to give further clarifications at a later date.
- 1.5 GMDC reserves the right not to respond to any/all queries raised or clarifications sought

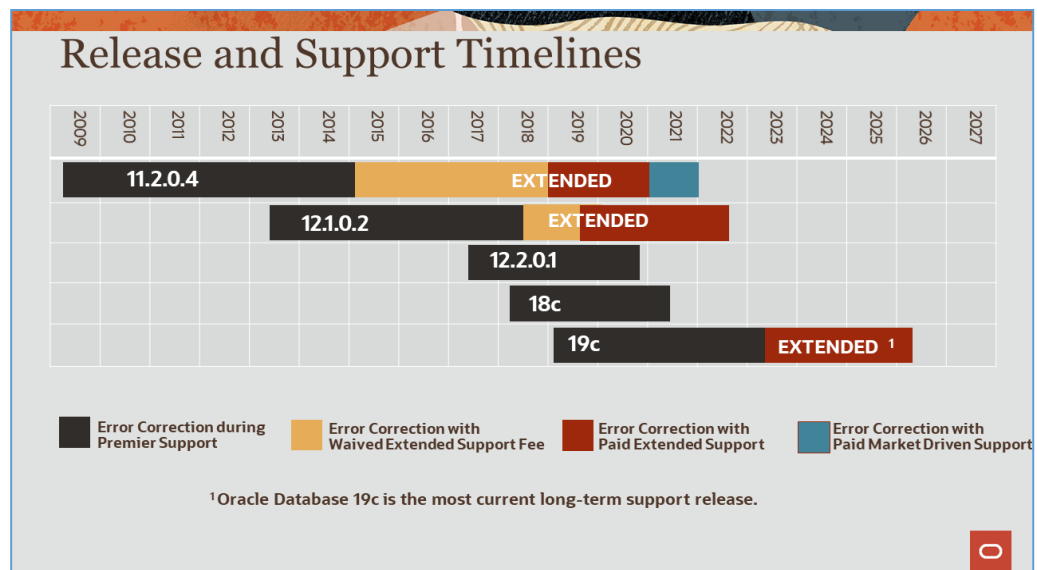
if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it. Nothing in this clause above shall be taken or read as compelling or requiring GMDC to respond to any question or to provide any clarification. No extension to any deadline referred to in this document will be granted on the basis or grounds that GMDC should respond to any queries to provide any clarification.

- 1.6 The response to the queries shall be uploaded only at www.gipl.nprocure.com and such shall prevail

3. Current Oracle ERP Environment

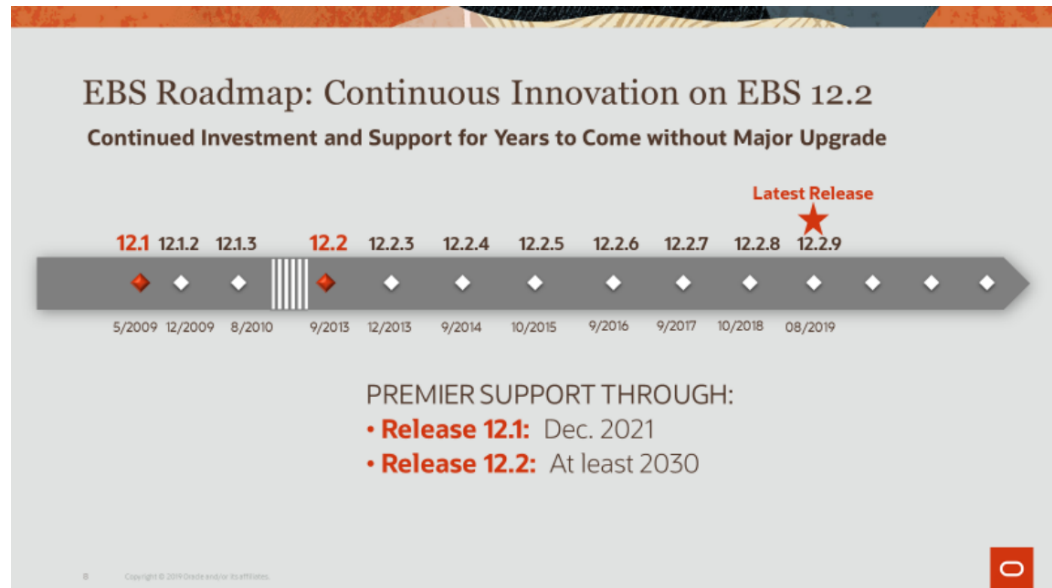
3.1.1 Current Versions and Oracle Supports

GMDC is on database release 11.2.0.4.0 for which the Oracle extended support will be over by Dec-2020.



3.1.2 Current Oracle EBS Release and support Timelines:

Current GMDC EBS Release 12.1.1 is not certified with any of the latest database release (Release higher than 11.2.0.4)



3.2 Current Technical Environment

This section is having GMDC's existing Oracle EBS environment in broad way including the Modules & License details.

Major Oracle EBS Modules Implemented:

- Finance
- AR (Account Receivables), AP (Account Payables), CM (Cash Management), FA (Fix Asset), GL (General Ledger)
- Order Management, Sales & Dispatch
- Purchasing
- Inventory
- Enterprise Asset Management (eAM)
- Process manufacturing (OPM)
- Process Manufacturing Quality Management
- HRMS, Payroll, Training, Registry
- Oracle Time and Labor (OTL)
- Employee Self Services

Interfaces Implemented:

- Weigh Bridge
- Attendance System
- Payment Gateway (net banking through HDFC/AXIS bank while creation of online DO by customer via our website)
- e-Royalty & e-Way bill generation



Details of Existing Infrastructure:

Sr. No.	Application Name	Hostname	Server Role	Operating System	Database
1	ERP	gmprddb1	Database (RAC)	IBM AIX 7.1 Server 64 Bit	Yes
		gmprddb2			
2	ERP	gmprdap1	ERP Application	IBM AIX 7.1 Server 64 Bit	No
		gmprdap2			

Database Configuration summary:

Database Size (Physical)	850 GB
Database Size (Actual)	740 GB
SGA	12 GB
PGA	8 GB
Database Instances	2
Database version	11.2.0.4
RAC/Non RAC	RAC
Database edition	Enterprise edition

Customization Details:

GMDC has following customization.

Custom Objects	
Parameter	Count
Interfaces	7
Concurrent Programs	109
Forms	18
Form Personalization	303
Package	90
Package body	88
Procedure	80
Function	39
Trigger	9
Table	289
Index	57
Synonym	390
View	45
Sequence	318
Directory	2



Software and Licensing Details:

GMDC is having below Licenses.

Sr. No.	DESCRIPTION	HSN/SAC	UOM	QTY
1	Oracle Database Enterprise Edition - Processor Perpetual	9973	EACH	16
2	Oracle Real Application Clusters - Processor Perpetual	9973	EACH	8
3	Oracle WebLogic Suite - Processor Perpetual	9973	EACH	6

GMDC EBS License Detail including user units:

Products	Users/Units
Oracle Human Resources	2500
Oracle Self-Service Human Resources	2500
Oracle Payroll	2500
Oracle Time & Labor	2500
Oracle iRecruitment	2500
Oracle Financials	500
Oracle Project Costing	500
Oracle Purchasing	500
Oracle Order Management	500
Oracle Advanced Pricing for Oracle Order Management	500
Oracle Inventory Management	500
Oracle Process Manufacturing	500
Oracle Teleservices	500
Oracle Enterprise Asset Management	500
Oracle Learning Management	500
Oracle Business Intelligent Suite	50
Internet Developer Suite	1
Internet Application Server Enterprise	2

Bidder may share query over mail and understand these requirements in detail.

4. Instructions to Bidders

4.1 Introduction of GMDC

Bidder may visit www.gmdcltd.co.in for introduction about GMDC

The GMDC plans to upgrade ERP setup from Oracle E-Business Suite Release 12.1.1 to Release 12.2.8 and Oracle database to 19C & looking for five years AMC. The GMDC is soliciting proposals from experienced consulting firms to provide technical and functional consultants to upgrade existing release of Oracle EBS ERP Database & Application including all major modules mentioned under section 3.2.

4.2 Purpose

GMDC seeks the services from reputed, competent and professional Information Technology (IT) companies, who meet the Pre-Qualification Criteria as specified in this bidding E- tender for “Oracle E-Business Suite Upgrade to R12.2.8 & Database Upgrade to 19c” & looking for five years AMC from Service Provider for IT setup of Gujarat Mineral Development Corporation. This document provides information to enable the bidders to understand the broad requirements to submit their bids. The detailed scope of work is provided in Section 5 of this E-TENDER DOCUMENT.

4.3 Address for Correspondence & Contact Person:

Shri Kalpit Dave (Sr. Project Manager at (Ph. No. 90999 51001) for any assistance. Contact Timings-India 10:30 Hrs. – 18:00Hrs (GMT+5.30) on working day or

Bidder may send their query over e-mail at oracle.support@gipl.net, projects@gipl.net and copy to ittender@gmdcltd.co.in

4.4 Sub-Contracting Conditions

Successful bidder for ERP Up gradation shall not allow giving sub-contract to carry out ERP up gradation work.

Successful bidder for five years AMC contract may allow to subcontract only for placing onsite consultant for coordination during five year AMC, but only based on prior approval of GMDC.

4.5 Completeness of Response

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the E-TENDER documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the e-tender document.
2. The response to this E-TENDER DOCUMENT should be full and complete in all respects. Failure to furnish all information required by the E-TENDER document or submission of a proposal not substantially responsive to the E-TENDER document in every respect will be at the Bidder's risk and may result in rejection of its Proposal.

4.6 Proposal Preparation Costs

1. The bidder shall submit the bid at its cost and GMDC shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over GMDC and GMDC shall be at liberty to cancel any or all bids without giving any notice.
2. All materials submitted by the bidder shall be the absolute property of GMDC and no copyright/patent etc. shall be entertained by GMDC.

4.7 Bidder Inquiries

Bidder shall e-mail their queries over e-mail at oracle.support@gipl.net, projects@gipl.net and copy to ittender@gmdcltd.co.in. No queries will be entertained after pre-bid meeting. This response of GMDC shall become integral part of E-TENDER

document.

4.8 Amendment of E-Tender Document

1. All the amendments made in the document would be published only on the www.gipl.nprocure.com Portal and shall be part of This E tender document
2. The Bidders are advised to visit the aforementioned website/portal on regular basis to check for necessary updates. The GMDC also reserves the right to amend the dates mentioned in this E tender document.

4.9 Supplementary Information to the E-Tender Document

If GMDC deems it appropriate to revise any part of this E-TENDER or to issue additional data to clarify an interpretation of provisions of this E-TENDER, it may issue supplements to this E-TENDER. Any such corrigendum shall be deemed to be incorporated by this reference into this E-TENDER.

4.10 GMDC's right to terminate the process

GMDC may terminate the E-TENDER process at any time and without assigning any reason. GMDC reserves the right to amend/edit/add/delete any clause of this Bid Document. This will be informed to all and will become part of the bid/E-TENDER and information for the same would be published on the GMDC website portal under Tender Notices.

4.11 Authentication of Bid

The original copy (hard copy) of the Bid Document shall be signed, stamped and submitted along with the bid. Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexure, etc. shall be signed and stamped by the person or person's signing the bid.

4.12 Language of Bids

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted as and when required, and English translation shall be validated at GMDC's discretion.

4.13 Patent Claim

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the goods or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and GMDC is required to pay compensation to a third party resulting from such Infringement, the Bidder shall be responsible for such compensation, including all expenses, court costs, lawyer fees etc. GMDC shall give notice to the Successful Bidder(s) of any such claim and recover it from the bidder.

4.14 Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for

Proposal. Bids with deviation from this format are liable for rejection.

4.15 Late Proposal and Proposal Validity Period

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened. The validity of the proposals submitted before deadline shall be till 180 days from the date of technical bid Opening, plus 60 days if required.

4.16 Modification and Withdrawal of Proposals

No Proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the GMDC on the Proposal form. Entire EMD shall be forfeited if any of the Bidders withdraw their proposal during the validity period.

4.17 Non-conforming Proposals

A Proposal may be construed as a non-conforming proposal and ineligible for consideration:

1. If it does not comply with the requirements of this E-TENDER.
2. If the Proposal does not follow the format requested in this E-TENDER or does not appear to address the particular requirements of the GMDC.

4.18 Acknowledgement of Understanding of Terms

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he/she has carefully read all sections of this E-TENDER, including all forms, schedules, annexure and has fully informed itself as to all existing conditions and limitations.

4.19 Evaluation Process

1. GMDC shall evaluate the Tender processing fee, EMD, Pre-Qualification documents and Technical Evaluation and submit its recommendation to the Competent Authority whose decision shall be final and binding upon the bidders.
2. Bidders shall be evaluated as per the pre-qualification and technical evaluation criteria mentioned in Prequalification criteria and Technical criteria of the E-TENDER.
3. Bidders with minimum technical score of 50 out of 100 in technical evaluation will be considered to be eligible for financial evaluation.
4. The bidder shall provide the required supporting documents with respect to the Pre-Qualification Proposal, Technical Proposal evaluation as per the criteria mentioned in Prequalification and Technical Criteria of this E-TENDER.
5. Please note that GMDC may seek inputs from their professional, external experts in the Bid evaluation process.

4.20 Pre-qualification criteria

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
PQ1	Legal Entity	The Bidder should be a company registered under the Companies Act, 1956 or 2013	Valid Proof is required.
PQ2	Turnover	The Bidder should have minimum average annual turnover of at least Rs. 300 crore in India for the last three financial years (FY16-17, FY 17-18, FY 18-19)	Valid Proof is required.
PQ 3	Company Presence	The company should be providing Oracle EBS related services in India (The company should have experience of minimum five years of providing Oracle EBS related services in India during the last 7 years ending on 30/06/2020.)	Valid Proof is required.
PQ 4	Blacklisting	The Bidder should not be debarred/blacklisted by any Government/PSU in India in last 5 years.	Valid Proof is required.
PQ 5	Capability	<p>1. The Bidder should have experience of EBS applications and database upgrade and support in India during last five years.</p> <p>2. The bidder should have experience of Oracle Apps. Support in below mentioned functional areas:</p> <ul style="list-style-type: none"> • Finance • Order Management 	Valid Proof is required.

		<ul style="list-style-type: none"> • Purchasing • Inventory • Enterprise Asset Management (EAM) • Process manufacturing (OPM) • Process Manufacturing Quality Management • HRMS, Payroll • Oracle Time and Labor (OTL) • Employee Self Services 	
PQ6	Oracle Partner	Bidder must be at-least Oracle Gold partner.(As per older/modern designation)	Valid Proof is required.
PQ7	CMMi Level 5	The Bidder must be an IT services provider having CMMi level 5 certification for design, development, implementation, testing and maintenance of application Software at the time of bidding.	Valid Proof is required.
PQ8	Govt. Sector Experience	Bidder should have at least one ERP Implementation or Support Experience in Govt. Organization or PSU owned by any State or Central Govt.	Valid Proof is required.

4.21 Evaluation of Prequalification Proposals

1. Bidders, whose EMD and Tender processing fee are found in order, shall be considered for Pre-Qualification criteria evaluation.
2. Bidder shall be evaluated as per prequalification criteria. The bidders who fulfill all the prequalification criteria shall qualify for further commercial evaluation.
3. GMDC reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the pre-qualification evaluation process.

4.22 Technical Evaluation Criteria

Criteria Evaluation Maximum Documents: Parameters Marked Required

Sr. No.	Parameters	Marks Distribution	Total Marks
TQ1	Company Existence as on 31st March 2020 in completed years.	>=7 Years: 5Marks >=5 Years: 4Marks >=3 Years: 2Marks	5
TQ 2	Number of Oracle EBS application including Database upgrade projects successfully performed in India.	<3: 5 Marks Between 3 to 7: 10 Marks >7: 20 Marks	20
TQ 3	Bidder office in Ahmedabad/Gandhinagar (Bidder must ensure that all the required resources for the project are available locally during the project period)	Ahmedabad/Gandhinagar: 10 Marks	10
TQ 4	Number of Companies where Oracle ERP Support or implementation is provided in India.	>=5: 10Marks >=3: 7Marks >=2: 5 Marks	10
TQ5	Oracle partnership(As per older/modern designation pattern)	Platinum Partner: 10 Marks Gold Partner 5 Marks	10
TQ6	ERP Implementation or Support Experience in Mining Sector.	Yes: 10 Marks No: 0 Marks	10

TQ7	<p>Oracle Apps 12.2.X version Support or implementation experience for</p> <ul style="list-style-type: none"> - Finance - Order Management - Purchasing - Inventory - Enterprise Asset Management (eAM) - Process manufacturing (OPM) - Process Manufacturing Quality Management - HRMS, Payroll - Oracle Time and Labor (OTL) - Employee Self Services 	<p>1 project: 2 Marks</p> <p>Every additional project: 2 Marks, Max. up to 10 marks</p>	10
TQ8	Total Manpower Strength in India	<p>>=500: 3 Marks</p> <p>>=1000: 5 Marks</p> <p>>=2000: 7 Marks</p> <p>>2500: 10 Marks</p>	10
TQ9	Bidder must provide the Oracle EBS Application and Database Upgrade Timelines (including post upgrade support of one month)	<p><=5 Months: 10 Marks</p> <p>> 5 Months and <=6 Months: 5 Marks</p> <p>> 6 Months: 1 Marks</p>	10
TQ10	Offshore Post Upgrade Support (1 Month On-Site support is minimum Project requirement)	<p>If Bidder is ready to provide additional offshore support</p> <p>2nd Month Support: 3 Marks</p> <p>3rd Month Support: 5 Marks</p>	5
Total			100

4.23 Technical Evaluation Methodology

1. Bidders with minimum technical score of 50 out of 100 in technical evaluation will be considered to be eligible for financial evaluation.
2. The Financial Proposals of Bidders who do not qualify technically shall be kept

unopened.

3. GMDC reserves the right to accept or reject any or all bids without giving any reasons thereof.

Technical evaluation will be done based on the below calculations

Bidder	Tech Marks Scored Out of 100	Tech. W'tage TW = 0.4	Tech. Marks Total TMT = TM x TW
SP 1	70	0.4	28
SP 2	75	0.4	30
SP 3	60	0.4	24

4.24 Commercial Evaluation for ERP upgradation work

1. Once the financial proposal opened, L1 Bidder will be declared on the basis of Quality and Cost based Selection (QCBS) shown in 4.25 below (Note:- GMDC will consider only price bid "A" for techno commercial evaluation)
2. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

Commercial evaluation will be done based on the below calculations

Bidder	Bided Price	Fin. W'tage FW = 0.6	Fin. Marks Total FMT = FW*100*(Min. Bid Price)/Bided Price
SP 1	850000	0.6	56.47
SP 2	1000000	0.6	48.00
SP 3	800000	0.6	60.00

Example of Calculation for SP1 is described below:

Formula: Fin. Marks Total FMT = FW*100*(Min. Bid Price)/Bided Price

Fin. Marks Total FMT = $0.6 * 100 * 800000 / 850000 = 56.47$

Rs. 800000 is from SP3 and 850000 is from SP1.

4.25 Award of Contract

The overall selection of the Bidders will be on Quality and Cost based Selection (QCBS), the following formula will be used for the evaluation of the bids.

The Final scores will be calculated as:

Final Marks (FM) = Tech. Marks Total TMT + Fin. Marks Total FMT

Bidder	Tech. Marks Total (TMT)	Fin. Marks Total (FMT)	Final Marks (FM)
SP 1	28	56.47	84.47
SP 2	30	48.00	78.00
SP 3	24	60.00	84.00

The bidder achieving the highest overall score will be invited for awarding the contract (SP1 in above table). In case of a tie where two or more bidders achieve the same highest overall score, the bidder with the lower financial bid will be invited first for awarding the contract.

4.26 GMDC's Right to accept any Bid and to reject any or All Bids

GMDC reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for GMDC's action.

4.27 Letter of Acceptance

Prior to the expiration of the period of bid validity, GMDC will notify the successful bidder in writing or by email, to be confirmed in writing by letter, that its bid has been accepted. The Letter of Acceptance will constitute the formation of the contract. Upon the Successful Bidder's Furnishing of contract, GMDC will promptly notify each unsuccessful Bidder.

4.28 Signing of Contract

GMDC shall notify the successful bidder that its bid has been accepted. The Successful Bidder shall enter into contract agreement with GMDC within the stipulated time frame

4.29 Failure to agree with the Terms & Conditions of the E-TENDER /Contract

Failure of the successful Bidder to agree with the Terms & Conditions of the E-TENDER / Contract shall constitute sufficient grounds for the annulment of the award, in which event GMDC may invite the next best bidder for negotiations or may call for fresh E-TENDER.

4.30 Non-Disclosure Agreement (NDA)

The Successful Bidder(s) has to sign the Non-Disclosure Agreement (Annexure B) with GMDC.

4.31 Bid Prices

The bidder has to quote for **“Oracle E-Business Suite Upgrade to R12.2.8 & Database Upgrade to 19c” and five years AMC for Gujarat Mineral Development Corporation (GMDC)**, in the format given for financial bids respectively. The price shall be quoted online only. Validity of Bids shall be of 180 days from the date of technical bid opening plus 60 days if required.

4.32 Bid Currency

The rates quoted shall be in Indian Rupees only.

4.33 Signature

A representative of the bidder, who is authorized to commit the bidder to contractual obligations, must sign with the bidder's name and seal on all pages of the Bid, including the tender/bid document & amendments / corrigendum published if any. All obligations committed by such signatories must be fulfilled.

4.34 Correction of errors

The vendor is advised to take adequate care in quoting the rate. No excuse for corrections in the quoted rate will be entertained afterwards. The corrections or overwriting in bid document should be initialed by person signing the Bid form.

4.35 Corrections to Arithmetic errors

In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the Bid form, adjusted in accordance with the above procedure shall be considered as binding.

4.36 Disqualification

The Bid of the bidders is liable to be disqualified in the following cases:

1. Bid not submitted in accordance with the bid document.
2. The bidder qualifies the bid with his own conditions.
3. During validity of the Bid, or its extended period, if any, the bidder increases his quoted prices.
4. Bid is received in incomplete form.
5. Bid is received after due date and time.
6. Bid is not accompanied by all requisite supporting documents.
7. Information submitted in Pre-Qualification Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
8. The successful bidder fails to enter into a contract agreement within 05 working days of the date of LOI of award of contract or within such extended period, as fixed by GMDC.
9. Non-fulfilling of any condition/term by bidder.
10. Submission of Bid without Tender Processing Fees and EMD is liable to be rejected.
11. Submission of false or incorrect information, reports of unprofessional conduct, among other things, shall be sufficient grounds for disqualification in technical bid.

4.37 Change in Constitution / Name of Firm

The Successful Bidder shall not change the constitution of the firm/name of the firm during the currency of the contract without prior approval of GMDC. Upon such change in constitution and/or name of firm, Supplementary agreement to that effect shall be executed and if the SD is submitted in form of BG/FD then fresh BG in the name and/or constitution shall be submitted failing which necessary action as deemed fit by GMDC shall be taken.

5. Scope of Work for ERP Upgradation

GMDC wishes to engage a Service Provider to upgrade Oracle E-Business Suit application, WebLogic and database.

Below SOW will be applicable for Oracle E-Business Suite application, WebLogic and database Upgrade.

The scope of the project are broadly classified into below categories,

1. Existing System Analysis
2. Project management
3. Upgrade EBS Application, Database and WebLogic Server
4. Testing, Documentation and Training
5. Post Upgrade Support

Successful bidder has to indemnify to GMDC that provided consultants for upgradation work (Database/Technical/Functional) having minimum 5 years of experience of Oracle EBS upgradation/implementation, and Project Manager should have minimum experience of 10 years in Oracle EBS, & minimum 3 upgradation projects experience of Oracle EBS as a project manager.

Successful bidder has to also provide SME support immediately before slippage is about to occur in defined deadlines of upgradation work.

5.1 Existing System Analysis

1. Under this phase Vendor needs to understand the existing functionality of Oracle EBS Application (Release 12.1.1) including DB (11.2.0.4) & Weblogic (10.3.3) at GMDC (the "As Is" architecture) & its support to make their Plan. During this phase a standard operating environment is created as baseline "To Be" architecture (Including all the existing business processes, weblogic, custom objects, development, user profile with responsibilities, workflows –PR/leaves/inward-registry, and Interfaces etc.).
2. Vendor should understand existing system landscape, licenses of software & its functionalities, and should include below data in it:
 - Existing hardware characteristics for production
 - Number of hosts / CPUs per host
 - Memory requirements

- Storage and file system requirements
- Performance
- Stability

5.2 Project Management

Selected service provider will be required to perform the following project management tasks for the assigned areas:

1. Provide a detailed work plan for different stages of the project. The Project Management Plan should include following also:
 - Detailed methodology for upgrade, dependencies etc.
 - Risk Management Plan
 - Quality Management Plan
 - Escalation Procedures
 - Approval Procedures
 - Training Strategy and Plan
 - Performance / Final Acceptance Test Plan for all components of the upgrade Solution.
2. Provide test plan for testing the upgraded environment.
3. Provide training plan for the project team/core team/End Users including Knowledge Transfer to support team, and assist in management of project progress.
4. Provide the complete functional and technical documentations.
5. Successful bidder shall nominate a Project manager for entire period of the contract for interacting with GMDC nominated person for the upgrade related activities.
6. Maintain project communications and provide documentation and adhere procedural standards approved by GMDC for the execution of the project.
7. Prepare a service management plan for meeting the desired performance.

5.3 Upgrade EBS Application and Database

Successful Bidder will be required to perform upgradation of existing Oracle E-Business Suite application (12.1.1 to 12.2.X), Weblogic (10.3.3 to 12.2.4.1) and Database (11.2.0.4 to 19C). They may also submit the suggestion if any Good Up-gradation Solution is available.

Upgraded Oracle EBS system (Application 12.2.X & Database 19C) should work "As Is" i.e. all the existing business processes, Weblogic function, custom objects, development, user profile with responsibilities, workflows –PR/leave/inward-registry, and Interfaces etc.

Apart from above, Implementation of Oracle EBS Mobility feature of target version for procurement (or approval), leave allocation and approval, salary slip (view) in current oracle

environment.

During the upgradation of ERP work, all DBA's activities including successful RAC failover function, fine tuning of Database & App, workflow / interface functioning, ERP & system backup will be part of responsibilities of successful bidder.

5.4 Testing, Documentation and Training

5.4.1 Testing:

Once system is upgraded and application started functioning, the functional testing of Application will be done by service provider along with GMDC IT/Core Team Members. Service provider and GMDC IT/Core Team Members has to perform following testing.

- Unit Testing
- Integration Testing (including workflow and interfaces)
- Failover/RAC testing (DB & App) with GIPL & GMDC technical team

After above testing successful bidder has to arrange End to End User Acceptance Testing.

5.4.2 Documentation:

This documentation should be submitted as the project undergoes various stages of upgradation. Indicative list of documents includes:

- Detailed Project Plan
- Project Management Plan
- Training Material should be provided which shall include the presentations, end-user manuals used for trainings (processes which got changed) and also the required relevant documents for the topics being covered.
- Document to cover any business flow changes.

The selected bidder shall document all the installations, configurations with functional & technical specification, upgrade procedures and provide the same to GMDC within 2 weeks of the commissioning of the upgraded system.

5.4.3 Training:

As a part of the training strategy the Bidder should provide the following information:

- Support materials.
- Duration of training
- Training related to any business flow changes due to the technology upgrade

The training strategy should be designed to provide training at GMDC CO to the IT core team (technical & functional team) (function configuration/customization training about the business process flow changes due to upgrade) and key business users/end-users identified by GMDC (training about processes which get changed due to upgrade process). A formal training plan with relevant course material is required as part of the training session. Bidder has to arrange Knowledge transfer (of changed processes) to

ERP Support Teams (Functional/Technical/DBA consultants).

5.6 Post Upgrade Support: -

Following go-live of the R12.2.8& database upgrade, consulting firm will provide minimum one month on site support in resolving upgrade-related issues. During support period the service provider should be tracking all the issues related to Functional & Technical in their ticketing system and GMDC users should be able to raise those tickets.

5.7 Exit Management

1. Service Provider (SP) shall decommission and withdraw all their hardware and software components after the completion of the contract period, and formally close the project. In order to align both the parties on transition modalities, Service Provider will submit a detailed Exit Management Plan before 15 days of the ending date of the contract. Exit Management Plan will include following but not limited to:
 - Detailed documents, manuals, etc. created under the Project for EBS and Database Upgrade.

6. Payment Terms and SLA

6.1 Project Timelines and Payment Terms

Sr.	Milestone	Deliverables	Timelines	Payment Terms *
1	Acceptance of LOI/Work Order/Contract (whichever is earlier)	Signed Contract	Within 5 Days from Issuance	Nil
2	Detailed Project Implementation Plan	Project kick off meeting, Project Inception Report covering approach & Project Plan	Within 15 Days from Issuance	10% of Total Contract value quoted against ERP Upgradation (On Submission of PBG of equal amount)
A) Installation, Upgrade and Testing				
3	Oracle EBS Application, WebLogic and Database Upgrade (CRP)	Oracle EBS Application, WebLogic and Database upgrade. Integration testing, Upgrade Documentation, Conducting successful CRP (Conference room pilot with GIPL team, IT/Core Team). Signed-off report of CRP.	As per Agreed timeline	30% of Total Contract value quoted against ERP upgradation

4	End-User's Training & User /Operational Acceptance (UAT)	End-user manuals, Successful User Acceptance Test Report, Operational Acceptance Report		20% of Total Contract value quoted against ERP upgradation
5	Go Live	Go Live report of successful upgraded system - signed off report from GIPL team, IT/Core Team		20% of Total Contract value quoted against ERP upgradation
6	On Completion of IT Core Team Training & Post Go Live Support	Final Sign off		20% of Total Contract value quoted against ERP upgradation

- No Advance payment against LOI or Work order.
- All payment shall be released after submission of bills within 30 working days.
- PBG will be released after the total project period for ERP upgradation work + 2 Months liability period

6.1.1 Performance Bank Guarantee for ERP Upgradation work.

Within 15 (Fifteen) working days of the date of Letter of Intent, the successful Bidder shall furnish a Performance Bank Guarantee for an amount equivalent to 10% of the total cost quoted against ERP upgradation excluding GST having validity for a period of 08 months in accordance with the conditions of the Contract, in the form of a Bank Guarantee or Demand Draft or Pay Order drawn in favor of "The Gujarat Mineral Development Corporation Limited" payable at Ahmedabad. If such Performance Guarantee is in the form of a Bank Guarantee, then it should be of banks approved by Government of Gujarat from time to time (Except Co-Operative Bank).

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6.2 Service Level Agreement (SLAs)

- SLAs mean documented agreement between the service provider and the GMDC that identifies services.
- Commencement of SLA: The SLA shall commence from implementation period itself for adherence to the implementation plan. The Liquidated Damages (LD) will be deducted from the payment milestone during the implementation period. During the contract period, the LD will be deducted from the periodic payments.

SLA Review Process and LD

- a. Either GMDC or successful bidder may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- b. A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.

- c. The GMDC and the successful bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The successful bidder will then communicate the resolution to all interested parties. To achieve such solution, customization has to be done by successful bidder.
- d. In case the issue is still unresolved, the arbitration procedures described in the Terms & Conditions section will be applicable.
- e. For resolution of issue in timely manner successful bidder has to deploy subject matter expert immediately within SLA.

Penalty For Up gradation work

Sr.	Milestone	Deliverables	Agreed Timelines	Penalty
1	Acceptance of LOI/Work Order/Contract (whichever is earlier)	Signed Contract	Within 05 days from _____	EMD Shall be forfeited
2	Detailed Project Implementation Plan	Project kick off meeting, Project Inception Report covering approach & Project Plan	Within 15 Days from _____	0.1% of total contract value on every Third day subject to maximum of 10% of total contract value quoted against ERP upgradation
A) Installation, Upgrade and Testing				
3	Oracle EBS Application, WebLogic and Database Upgrade (CRP)	Oracle EBS Application, WebLogic and Database upgrade. Integration testing, Upgrade Documentation, Conducting successful CRP (Conference room pilot).	Time line to be given by bidder	0.2% of total contract value per week subject to maximum of 10% of total contract value quoted against ERP upgradation (more than 3 days will be counted as a week)
4	Training & User /Operational Acceptance (UAT)	End-user manuals, Successful User Acceptance Test Report, Operational Acceptance Report	Time line to be given by bidder	
5	Go Live	Go Live report	Time line to be given by bidder	



6	On Completion of IT Core Team Training & Post Go Live Support	Final Sign off	Time line to be given by bidder	
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GST on Penalty will be applicable

SLA Table for Post Upgrade minimum one month Support period: (Stabilization Phase)

Sr. No	Ticket Color as per Business requirement	Severity	SLA
1	Green	Low	72 Hours
2	Orange	Medium	24 Hours
3	Red	High	8 Hours

7. Request to submit a separate proposal for EBS R12.2.X Post Upgrade Five years Support Contract(offshore)

Bidder shall submit the proposal in the format for Oracle EBS R12.2.X functional & technical Support Contract for all the implemented modules including major modules mentioned under section 3.2, which include offshore support like application configuration issue, weblogic issue, bugs, customization issues, raising/handling of SR with OEM, providing Month/Year End processes, process optimization, management of customization, management & resolving the issues of interfaces, creation of new reports, new mining/power site roll-out, patches for enhancement/central budget/issue, DBA activities and support etc. Issues which cannot properly handled from offshore then partner has to arrange visit of related consultants.

The bidder shall be the single point of contact for GMDC and shall be solely responsible for patches and issues/bugs escalation to OEM etc. offered by the Original Equipment Manufacturer (OEM) during entire tenure of contract. Bidder shall have to use the Oracle Support account of GMDC to co-ordinate with Oracle for any Service Request or other issues related to Oracle EBS product, raise SRs and follow up. Bidder has to be responsible for changes in the processing logic of existing processes and developed reports as per business requirement.

The annual maintenance contract will be of 5 Years. The EBS AMC scope will include supporting day to day operational issues, any type of error, incorrect process/result/report data, bugs. Managing/implementing all the Govt. compliance, new/modified taxation, govt. rules/regulation/circular/Budget related enhancement request in production environment after proper testing/UAT, and keep updated documentation of ERP will be part of support.

DBA Support – Successful bidder should provide support from Offshore and shall be responsible for Oracle Apps/DB up & running 24x7 including business continuity.

DBA will perform all the duties pertaining to Oracle Apps DBA like –

RMAN and TAPE backup setup (Backup Scheduling/Monitoring/Troubleshooting), Mount-Points Backup

& File System backup on Tape Drive, closely monitoring of daily log files, management of offline ArchLog.

Monitoring of DB file size (data files & Table Spaces)

Monitoring of Mount Point Size of each server.

Monitoring of Concurrent Manager Up & Running

Monitoring of Schedule request – working properly

Run the purge request of concurrent program

Create Clone from Production or from tape backup

Moving developed Forms/Reports/Configurations files to Production/DB servers.

Implementation & maintain DB security and follow/implement best practices for the same.

Perform DB/App performance tuning & performance monitoring.

All activities related to Administration of ERP Application & Database viz. Tuning, back up, cloning, restoring, patch management, load balancing, maintaining rack, audit trails of users activities in Apps and Database if it is required for master tables and critical transactions by users. Dev, Clone & QA should be snapshot standby of Production at predefined frequency.

Disaster Recovery (DR) Instance support if any DR site is required in future—As of now GMDC is not having any DR site, GMDC may plan to setup the same. In this case, successful bidder has to maintain the automatic real-time replication of data and application between DC & DR as per defined RPO & RTO by GMDC, Setup of DR instance, restoration (App/DB) as & when required or after open the Database, DR Drill min 1 and max 4.

Service Level Agreement for 5 Years Support:

Successful bidder shall adhere the following agreed SLA for resolution of reported incidences.

Severity Level	Severity Type	Priority Level	Description	Resolution Time Limit	Resp. Time
1 - Business standstill & System not functioning	Critical	1	<ul style="list-style-type: none"> Show stopper, Application breakdown/ crash. Has serious implications on running the production server and has affected or may affect greater than 20% of users. An application is unavailable and blocks the execution of the primary business process. Mainly revenue is impacting & Workaround is not possible. A business-critical part of an application is not available. Mainly revenue is impacting & Workaround is not possible. has impacted majority of business processes Important functions perform with very low response times that deviate significantly (degradation of 50% in system response time) 	0–12 Hours (0-6 for major business processes like DO creation & Dispatch)	2 Hr

2 Deteriorated Performance / Partial Impact	High	2	<ul style="list-style-type: none"> ▪ Serious degradation of (part of) application performance, has impacted majority (business' non-critical) of business processes, risk of significant data loss, affected or may affect between 5% – 20% of the users. ▪ Important functions perform with low response times that deviate significantly. (degradation of 25% in system response time) ▪ The user is able to work but is unable to achieve a normal productivity level. ▪ Partial unavailability of system or components.(which is business' non-critical) ▪ Issues related MIS or month/Quarter/yearly closing. 	0-48 Hours	4 Hrs
3 - Regular, Default Category	Medium	3	<ul style="list-style-type: none"> ▪ Moderate degradation in application performance, no implications on data integrity, had minimal or no impact on day-to-day operations, and has affected or may affect less than 5% of users. ▪ A non-business critical part of an application is unavailable. A workaround is not possible, but the user is able to achieve a normal productivity level. ▪ The problem has few consequences for the user and workaround is possible. ▪ The remaining functions operate normally. 	0-96 Hours	8 Hrs
4 - No Immediate Impact to Business	Low	4	<ul style="list-style-type: none"> ▪ Applications are stable and has no impact on day to day workings and has affected or might affect a single user. ▪ The problem has few consequences for the user and there is a workaround. ▪ The application or its parts are used by a very few users & the unavailability will not affect business. 	0-192 Hours	24 Hrs

LD for 5 Years AMC Period

penalty shall be levied per 24 hours delay at the rate of 0.2 % of total Invoice Amount of respective quarter RA bill subject to maximum of 10% cap of total contract value (relaxation on penalty shall consider in case of ERP bug & action is required from OEM end). GST on Penalty will be applicable.

1. Help Desk Operation:

Support partner to set-up Help Desk Operation tool at GMDC. Bidder has to provide access (web/cloud/in-premise hosting) of this tool (ticketing system) with defined/agreed escalation level and workflow.



2. Onsite Support:

Successful bidder should provide one Onsite Co-coordinator for providing initial onsite response who will interact with GMDC Core Team member as well end users. He would be responsible for Escalating pending calls and tracking its resolutions per SLA with GMDC and coordinate with OEM (Oracle) for resolution. Onsite person should be Oracle EBS functional consultant, and [B.Tech/BE/MCA or equivalent with minimum 5 years of experience in relevant field) OR (Full-time Graduate with Oracle Apps (module/forms/reports) certification and at least 7 years' experience in relevant field)].

3. OEM Support:

Ensuring and follow-up with OEM ServiceDesk for all type of service request or logged issue.

4. Documentation:

Upgrading the existing Documentation of technical and function on any changes, new development/customization/configuration.

5. **Change Request:** If GMDC decides to go for certain new developments as per requirements which is out of the present support scope, then GMDC may call open enquiry for any CR if successful bidder unable to provide reasonable rate for CR, then successful bidder has to review the development done by third party gets explored from open enquiry, successful bidder also has to share the confirmation before moving in PRD environment.

6. Payment terms during five years support (5 Years AMC)

Payment will be made on successful completion of each quarter (Three months) against Invoice submitted by successful bidder. Any applicable Tax deduction will be applicable as per rule by time to time.

Any other fresh imposition or variation in existing tax rule or levies during the currency of the contract by the Government if applicable and payable by you, shall be reimbursed by GMDC at actual.

7. **Performance Bank Guarantee for Five years AMC** Within 15 (Fifteen) working days of the date of Letter of Intent, the successful Bidder shall furnish a Performance Bank Guarantee for an amount equivalent to 10% of the total cost of five years support excluding GST having validity for a period of 63 months in accordance with the conditions of the Contract, in the form of a Bank Guarantee or Demand Draft or Pay Order drawn in favor of "The Gujarat Mineral Development Corporation Limited" payable at Ahmedabad. If such Performance Guarantee is in the form of a Bank Guarantee, then it should be of banks approved by Government of Gujarat from time to time (Except Co-Operative Bank).

No Exemption from Tender Processing Fee/ EMD / PBG

Tender Processing Fee / EMD / PBG will not be exempted in any case

Standards of Performance

The Bidder shall perform the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Bidder shall always act in respect of any matter relating to this contract as faithful and loyal advisor to GMDC LTD. It shall always support and safeguard the legitimate interests of GMDC LTD. in any dealings with the third party. The Bidder shall abide by all the provisions/Acts/Rules etc. of GMDC.

CONFIDENTIALITY

The Bidder cannot, without agreement of GMDC, disclose nor enable third parties to benefit from the data/documents/information drawn up in the course of his obligations under the Contract / Bid Document or information received from GMDC. Further, Bidder is not allowed to publish copy or transmit to third parties the data/documents/information that are transmitted/accessed during carrying the audit or provided by GMDC. GMDC retains the right to claim damages from the Bidder in the case where these data/documents/information have been used without such written consent.

Termination of the Contract.

GMDC reserves the right to terminate the contact with threemonths notice without assigning any reasons.

Exclusion and GMDC Scope

- ❖ GMDC would provide approval within 03 to 05 working days for submitted Document.
- ❖ Availability of relevant infrastructure to successful bidder team to carry out up gradation / development in Oracle EBS
- ❖ Test Server Data Base Access from GMDC to successful bidder Support Office
- ❖ Test Server Application Access from GMDC to successful bidder Support Office
- ❖ Key User Availability
- ❖ Server Availability
- ❖ Bidder should quote price inclusive of out of pocket expenses, Travel,

Accommodation and Logistics for GMDC Corporate Office and project visit if required during implementation.**DISPUTE RESOLUTION AND ARBITRATION:**

The Bidder would endeavor to avoid litigation and disputes during the course of execution of works under the Contract. However, if such disputes take place between the Bidder and GMDC, effort shall be made first - to settle the disputes at the Company's level, by engaging into settlement talks. The Bidder shall make a request in writing to the Project Authority for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/claim failing which no dispute claims of the Bidder shall be entertained by the Company.

Any and all disputes arising out of or in relation to this Contract and interpretation of terms and conditions of the contract would be referred to the Managing Director of GMDC for consideration. The Managing Director of GMDC shall provide a decision on the dispute after considering the written arguments of both the Parties and the complete merits of the matter. The decision of the Managing Director shall be delivered no later than 180 days from the date of reference of disputes to the Managing Director by any of the Parties. The Parties may, upon mutual written concurrence, agree to forego and abandon this stage of dispute resolution before the Managing Director and directly proceed with arbitration.

If the recommendation of the Managing Director is not acceptable to the Bidder, the dispute would be resolved through a mutually acceptable Sole Arbitrator in accordance with the Arbitration and Conciliation Act, 1996.

The conduct of any arbitration proceedings and any award rendered hereunder and the validity, effect and interpretation of this Contract shall be governed by the laws of India and the enforcement of this Contract and any award rendered hereunder shall be governed by the Arbitration and Conciliation Act, 1996.

The arbitration shall be conducted at Ahmedabad, Gujarat, India. The language of the arbitration proceedings shall be English only.

Pending final resolution of any dispute under this Contract, the Parties hereto shall continue to perform their respective obligations hereunder.

The provisions of this clause shall expressly survive termination of this Contract.

GOVERNING LAW AND JURISDICTION:

This tender and subsequent Contract shall be construed and interpreted in accordance with and governed by the laws of India.

Matter relating to any difference or dispute arising out of the present tender and subsequent contract shall be subject to exclusive jurisdiction of courts at Ahmedabad only.

Foreclosure

In case of any necessity due to unforeseen reasons not in control of the GMDC or Bidder then committee comprising of representative of GMDC, successful Bidder and outside experts having Technical and Financial background may be constituted and committee look after the reason / cause and analysis that work awarded is feasible to continue with existing terms and conditions of the contract or any other available option or to Fore Close the contract in the interest of both GMDC and successful Bidder.

After study of the prevailing conditions of the contract under execution, committee may recommend to Fore Close the contract keeping in view the financial implication to both the GMDC and successful Bidder. Guideline / Modality of the Foreclosure of the contract shall be decided by the committee considering the work executed and unexecuted, period of the contract completed and balance period of the contract value of the work executed and value of work unexecuted etc.

Force Majeure

(a) Force majeure is herein defined as any cause which is beyond the control of the contractor or the Corporation as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- i. natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war
- ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.

(b) The contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the Corporation.



- (c) For delay arising out of Force Majeure, the contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor the Contractor shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.
- (d) If any of the Force Majeure conditions exists in the place of operation of the contractor even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations
- (e) The contractor or the Corporation shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given though such cause may occur after contractor's performance of his obligations has been delayed for other causes.

Annexure B

On Bidder's Letter Head

To,
GENERAL MANAGER (IT)
M/S. GUJARAT MINERAL DEVELOPMENT CORPORATION LTD,
"KHANIJ BHAVAN", 132, FT. RING ROAD,
NR. UNIVERSITY GROUND, VASTRAPUR,
AHMEDABAD-380 052.

SUB. : Tender processing Fee for e-TENDER NO.

Dear Sir

With reference to above and as per terms and conditions of tender, we are sending herewith D.D.

/ Pay Order Number -----dated-----for Rs_____-/-

Only drawn on-----bank-----branch in

favour of "GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED" payable at
AHMEDABAD being the amount of tender processing fee.

Thanking You

NAME, SIGNATURE & STAMP OF BIDDER



Annexure C

On Bidder's Letter Head

To,
GENERAL MANAGER (IT)
M/S. GUJARAT MINERAL DEVELOPMENT CORPORATION LTD,
“KHANIJ BHAVAN”, 132, FT. RING ROAD,
NR. UNIVERSITY GROUND, VASTRAPUR,
AHMEDABAD-380 052.

SUB. : EMD for e-TENDER NO.

Dear Sir

With reference to above and as per terms and conditions of tender, we are sending herewith D.D.

/ Pay Order Number -----dated-----for Rs-

-----Only drawn on-----bank-----

-----branch in favour of “GUJARAT MINERAL DEVELOPMENT CORPORATION

LIMITED” payable at AHMEDABAD being the amount of EMD.

Thanking You

NAME, SIGNATURE & STAMP OF BIDDER



On Bidder's Letter Head

D E C L A R A T I O N

DATE:

TO,
GENERAL MANAGER (IT)
M/S. GUJARAT MINERAL DEVELOPMENT CORPORATION LTD,
“KHANIJ BHAVAN”, 132, FT. RING ROAD,
NR. UNIVERSITY GROUND, VASTRAPUR,
AHMEDABAD-380 052.

DEAR SIR,

I / WE HEREBY SOLEMNLY DECLARE THAT ANY OF OUR PARTNERS JOINTLY OR SEVERALLY AND / OR INDIVIDUALLY OR OUR FIRM / COMPANY / ASSOCIATE COMPANY HAVE NOT BEEN BLACK LISTED BY THE CENTRAL GOVT. OR ANY STATE GOVT. OR ITS UNDERTAKING.

I / WE HERE BY FURTHER DECLARE THAT, IF THE ABOVE DECLARATION IS FOUND UNTRUE, G.M.D.C. LTD. SHALL BE ENTITLED TO TAKE ANY ACTION AGAINST US SEVERALLY AND / OR INDIVIDUALLY OR OUR FIRM / COMPANY IN THIS REGARD IN ANY MANNER AS MAY BE DEEMED FIT BY G.M.D.C.

THANKING YOU,

YOURS FAITHFULLY,

NAME, SIGNATURE & STAMP OF THE BIDDER.

Annexure E

Instruction to Bidders for Online Tendering

1. Tender documents are available only in electronic format which Bidders can download free of cost from the website www.gmdcltd.com and <https://gipl.nprocure.com>
2. Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 5.
5. All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:
(n)Procure Cell
(n)Code solutions A division of GNFC
403, GNFC Info-Tower, Bodakdev, Ahmedabad- 380 054 (India)
Tel : +91 26857316/17/18 Fax : +91 79 26857321
Toll Free : 1800-233-1010
E-mail: nprocure@gnvfc.net
6. Kindly take note that, valid Digital Signature Certificates is must for all the interested bidders. Online tendering process is not possible without valid digital signature certificate.
7. Interested bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.
8. (n)code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by bidder. (n)code solutions is fully authorized to issue digital signature certificate to bidders.
9. All the bidders who have no facility to participate in on-line tenders are requested to contact (n)code solutions for the same.
10. Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd., Bidders are requested to take benefit of the same (Advance Confirmation to (n) code is requested).
11. All the correspondence in respect to training, support or digital signature certificate should be addressed to (n)code solutions directly on the above mentioned address



Annexure G

Details of Bidder

Sr. No	Particulars	Details
1	Name of Company	
2	Name of Contact Person	
3	Mobile Number of Contact Person	
4	E mail address of Contact Person	
5	Address for Correspondence with Land Line Number.	
6	PF Number	
7	PAN Number	
8	GST number	
9	SAC/HSN Code under GST of Bidder	
10	Total employees	



PROFORMA FOR CERTIFICATE OF TURNOVER .

On the basis of the audited books of accounts produced before us by M/s. _____
_____, we certify that as per the books of account Turn
Over of the firm M/s _____ are as under:

Turn Over = Rs. _____ for the Year 2016-17.

Rs. _____ for the Year. 2017-18.

Rs. _____ for the Year 2018-19.

Average turnover Rs. _____

**TO BE CERTIFIED BY CHARTERED ACCOUNTANT SHOWING MEMBERSHIP NO
& FIRM REGISTRATION NO.**



(FORMAT FOR AFFIDAVIT)

(On Non-Judicial Stamp Paper of RS 100/-)

A F F I D A V I T

UNDERTAKING REGARDING GENUINNESS OF DOCUMENTS

I, _____, Partner/Legal Attorney/Accredited
Representative of M/s. _____ solemnly declare that :

- i) We are submitting Tender for the work _____
_____ against Tender No. _____
- ii) None of the Partners of our firm is relative of employee of _____
(Name of the Company)
- iii) All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
- iv) All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
- v) If any information and document submitted is found to be false/incorrect at any time, GMDC may cancel my Tender and take action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money / Security deposit and banning/delisting of our firm and all partners of the firm etc.

SIGNATURE OF THE BIDDER

WITH SEAL.

Dated



Format of Commercial Bid Rates to be submitted online only

- Bidder's Name :
- Bidder's Complete Address :
- Bidder's Complete Company Name :
- Bidder's Proposal Number :
- Bidder's Proposal Date :
- Bidder's Proposal Validity Period :
- Bidder's Phone number & Email :

Price Bid "A" for ERP Upgradation Work

Sr. no	Description	Bidder should quote fix Amount in INR to carry out whole turnkey work
1	Oracle E-Business Suite application Upgrade from release 12.1.1 to 12.2.8, <u>Weblogic Upgrade</u> & Upgrade the Database from 11.2.0.4.0 to 19c release" as per detail scope of work terms and condition of this tender.	

ADDITIONAL REQUIREMENT Price Bid "B" For Five Years AMC

Sr.	Additional requirement	fix firm Amount in INR
1	First year AMC Charges	
2	Second year AMC Charges	
3	Third year AMC Charges	
4	Fourth year AMC Charges	
5	Fifth year AMC Charges	
	Total Fix Firm Amount in INR	

Note:-

- GST will be paying extra.
- Rate quoted in all above price bids shall inclusive of All type of other expenses like lodging, boarding, traveling, food, freight, transportation, labor charges etc
- To decide successful bidder for ERP Upgradation work, GMDC will consider only price bid "A" for techno commercial evaluation mentioned in clause no. 4.25.
- GMDC Reserve right to select AMC vendor based on Price Bid "B" (i.e. Who Stand L1 in Price bid "B" decided on the basis of Total Fix Firm Amount in INR)
- GMDC reserves the right to call successful bidder of ERP upgradation work to match lowest rate quoted in price bid "B" for additional requirement of five



years AMC. If successful bidder of ERP upgradation work refused to match L1 rate obtain in price bid "B" then GMDC will call the lowest bidder L1 of price bid "B" to carry out five years AMC.

End of Document