

Request for Proposal

For

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

RFP No.: GMDC/CO/IT/OCI/01/2023-24

Answer to Pre- Bid Queries and Corrigendum - 2

[Last Date for Bid Submission: 05/01/2024]

Gujarat Mineral Development Corporation

9 December 2023

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
1	5. BID EVALUATION CRITERIA 5.1. Pre-Qualification Criteria Point No.2 Page No : 51	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	Kindly request you to provide exemption in Experience for Startup company under MSME policy by GOI	RFP conditions remain unchanged
2	5. BID EVALUATION CRITERIA 5.1. Pre-Qualification Criteria Point No.3 Page No : 51	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.	Kindly request you to provide exemption in Experience for Startup company under MSME policy by GOI	RFP conditions remain unchanged
3	5. BID EVALUATION CRITERIA 5.1. Pre-Qualification Criteria Point No.7 Page No : 52	The MSP should have at least 100 experienced manpower/ resources for its oracle practice.	Kindly request you to provide exemption in Experience for Startup company under MSME policy by GOI	RFP conditions remain unchanged
4	5. BID EVALUATION CRITERIA 5.1. Pre-Qualification Criteria Point No.4 Page No : 52	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	Kindly request you to provide exemption in Experience for Startup company under MSME policy by GOI	RFP conditions remain unchanged
5	Section 2. Page 8	Consortiums are not permitted	Looking at the size of the scope, integration of various technology stack, kind of functional requirement and resource experience, with respect to the evaluation & scoring matrix, we formally request a permission to establish a consortium to participate and make in-formed decision.	RFP conditions remain unchanged

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6	Prequalification Criteria - Point 4 Page no. 52	In prequalification criteria concerning RFP an average annual turnover of at least INR 100 Crore in any 3 consecutive financial years is mandatory to qualify.	As per government norms for MSME and Startups there are multiple growth opportunities provided for growing IT companies. With Avisys being an MSME with multiple ERP implementation projects executed, we would request if the prequalification bid criteria can be relaxed to an average annual turnover of INR 50 Crore in any 3 consecutive financial years.	RFP conditions remain unchanged
7	2.5. Earnest Money Deposit (EMD)/Bid Security; Page No. 45	EMD of Rs. 10,00,000	As per New Notification by Government of India (File No.: 9/4/2020-PPD Dated: 12.11.2020) & Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises and the firms registered under with concerned ministries /Departments are exempted from submission of Bid Security. Further in lieu of Bid security, ministries/Departments mas ask bidders to sign "Bid Security Declaration". Hereby we would like to inform that according to start up India act we are registered with NSIC and MSME organisation and has been exempted from EMD. We are also a recognised Start-up by DIPP. Request you please give us exemption on EMD as per above said.	Agreed. Following sub clause in 2.5 (g) stand inserted. "The Bidder having valid MSME registration as on Bid submission date is exempted from submission of Bid Security and Tender Fee."
8	5.1. Pre-Qualification Criteria; Page No. 51-52	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.	Request you to please revise this clause and allow the firms with 8 Years Existence to participate here	RFP conditions remain unchanged
9	5.1. Pre-Qualification Criteria; Page No. 51-52	Experience of implementing at least one project involving Migration of Oracle EBS ERP from	Request you to revise this clause as we have experience of Migrating Oracle Applications to OCI infra; Limiting to only one Application	RFP conditions remain unchanged

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		on-primises data center to OCI during the last Five years in India/ globally.	experience may create blocker for many bidders.	
10	5.1. Pre-Qualification Criteria; Page No. 51-52	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.	Request you to revise this clause as we have experience of Migrating Oracle Applications to OCI infra; Limiting to only one Application experience may create blocker for many bidders.	RFP conditions remain unchanged
11	5.1. Pre-Qualification Criteria; Page No. 51-52	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).	It will be helpful for us to participate here with the revision of the clause as per below The MSP should have average audited annual turnover of at least INR 50 Crore in any 3 consecutive financial years out of last 4 financial years (FY 19-20, FY20-21, FY 21-22, FY 22-23).	RFP conditions remain unchanged
12	5.2. Technical Score Criteria;Page No. 53-54	Experience of Implementing Project in last five years. Type of Project: Experience of implementing project involving Migration of Oracle ERP from on-primises data center to OCI Cloud Infrastructure. Scope of Project: ERP DB migration, EBS/ERP Upgrade, DB Upgrade, hosting custom application, Cross Platform migration from on promise to Cloud Infrastructure Period of Experience: Last five years in India/ Global. Client: Corporates/Private Sector/ Government/PSUs	Request you to revise this clause as we have experience of Migrating Oracle Applications to OCI infra; Limiting to only one Application experience may create blocker for many bidders.	RFP conditions remain unchanged

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13	5.2. Technical Score Criteria;Page No. 53-54	Experience of similar project involving Operation and Maintenance of Oracle ERP applications on OCI cloud for at least one year in last five years. Period of Experience: Last five years in India/ Global. Client: Corporates/Private Sector/ Government/PSUs.	Request you to revise this clause as we have experience of Migrating Oracle Applications to OCI infra; Limiting to only one Application experience may create blocker for many bidders.	RFP conditions remain unchanged
14	Section 1 Background	Facilitate superior user experience through agile and robust cloud services	Can you clarify what "superior user experience" entails? Does it refer to enhanced performance on Cloud Infrastructure?	The MSP/bidders understanding is correct. It refers to enhanced performance on cloud infrastructure.
15	Section 1 Background	Intend to use existing license to Oracle cloud. This will result in predictable operation expenditures with minimum deployment costs and almost zero capital expenditure.	Please explain the term "almost zero capital expenditure"?	Cloud IAAS Model along with BYOL shall reduce requirements of one time CAPEX cost.
16	Section 1 Background	Reduce IT Infrastructure Maintenance costs through automatic security and software updates	Could you provide more details on this?	Resource cost for IT infrastructure maintenance cost shall be lower in cloud environment as compared to On premises services.
17	Section 1 Background	Reduction in cost of total cost of ownership (TCO) via cost savings associated with application development, maintenance and development of new capabilities.	Can you elaborate on this statement?	TCO in terms of CAPEX and O&M Cost for cloud environment shall be lower than the costs associated with On Prim services.
18	Section I/II Background	•Considering the above objectives, GMDC is planning to Migrate its existing ERP – Oracle EBS, Data Center (DC) and third-party integrated applications to	Per our understanding third party integrations are no going to be migrated to OCI, kindly confirm!	There are total Seven (7) third party applications along with Oracle EBS ERP. all third-party applications except the application stated in sr. no 5 of Annexure 10 other integrations applications of RFP table (i.e.: Third

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		<p>Oracle Cloud Infrastructure (OCI) using the infrastructure as a service (IAAS) model.</p> <ul style="list-style-type: none"> •GMDC intends to shift on-premises DC, Oracle EBS and third party integrated applications to OCI cloud. 		<p>Party API Consumes) shall need to be migrated to OCI cloud. For sr no 5 only point to point integration shall need to be migrated.</p> <p>There will be point-to-point integration and there is no middleware presently for the third-party applications.</p> <p>The detail list of the third-party applications along with its platform and the functionalities are provided in Annexure 10 of the RFP document.</p> <p>Further, please refer to pre-bid query no 175 for further details.</p>
19	Section I/II Background	GMDC's servers at Data Center (DC) located in GMDC office, Ahmedabad	Should we consider GMDC Office, Ahmedabad as the onsite location referred in the RFP?	Yes. Your understanding is correct.
20	Section II Background	The EBS is under upgradation from 12.2.8 to 12.2.12	<p>1) Has the upgrade from 12.2.8 to 12.2.12 been completed? Please confirm if upgrade will be completed prior to OCI migration.</p> <p>2) The scope considered for EBS application is 12.2.12. GMDC to take care of all the customizations/CEMLI</p>	<p>1. The upgradation is done by GMDC's appointed vendor and it is expected to be completed prior to onboarding of MSP under this RFP.</p> <p>2. All the EBS applications and third-party applications as per the response to query no 18 as well as all the existing customizations are to be migrated and managed to OCI by the selected MSP.</p>
21	Section II Background	<ul style="list-style-type: none"> o Presently there are two environments that are activated on DC servers. These are Production and Development. o Production Environment LPAR 	Are we considering a third Non-Prod (TEST) environment in addition to DEV and PROD to be migrated to cloud?	<p>No. Presently, there are only two environments namely DEV and PROD are activated.</p> <p>Further, please refer to pre-bid query no 175 for further details.</p>

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		o Development and Test environments LPAR		
22	Section II Background	External Portal LPAR	as Per our understanding External Portal integration is only item in scope.	The detail list of the all applications with the functionality and platform as provided in Annexure 10 of the RFP are in the Scope of MSP.
23	Section III - Scope of work	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).	Are you looking for separate estimates for this item?	Yes. The MSP/bidder shall refer to the Price bid format mentioned in the RFP document. The bidder shall have to mandatorily quote for all items as mentioned in price bid format.
24	Section III - Scope of work	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.	We need further clarification	The bidder's query is not clear. However, the primary objective is that MSP/bidder shall assist GMDC in price negotiation and also provide negotiation points/ strategy to GMDC in order to undertake the activity with OCI.
25	Section III - Scope of work	The MSP shall submit AS IS Assessment report and a report on cloud migration plan to GMDC for its review and comments.	Will GMDC review and provide approval on the architecture. Please let us know should we consider a weeks' time for GMDC's review & approval.	Yes. GMDC will review the architecture in consultation with MSP and OCI. Post that, GMDC shall issue PO to OCI. These activities are expected to be finalized in one/ two weeks time post submission of AS IS.
26	Section III - Scope of work	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	MSP will provide the OCI topology based on the AS-IS environment, which GMDC can verify with OEM/CSP.	The selected MSP/bidder will be required to provide quantities for Hardware, Software and architecture in consultation with OCI and also required to ensure adequacy from the cloud performance perspective.

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		cloud DC and DR infrastructure. For this purpose, the MSP shall undertake below mentioned activities.		
27	Section III - Scope of work Part 2: O&M of existing on-primises EBS applications, DB, APEX, third party integrations DC database till the time migration to OCI is completed (optional scope)	Incase 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.	Should the O&M contract is not be awarded, we would anticipate that GMDC appoint a Single Point of Contact (SPOC) to facilitate the transfer of information from the current O&M provider. This is to mitigate any potential delays in information sharing by the O&M, which could have a subsequent effect on the project's timeline.	Agreed.
28	Scope Section - Activities to be undertaken for taking over of O&M of existing on-primises DC and existing ERP applications from GMDC's existing vendor.	third party integrated applications/API/connectors.	Please list all the third party integrations/applications/API/connectors	The list of third-party applications, respective functionalities & platform are provided in Annexure -10 of the RFP document. There will be point to point integration and there is no middleware presently. Further, please refer to pre-bid query no 175 for further details.
29	Scope Section - Activities to be undertaken for taking over of O&M of existing on-primises DC and existing ERP applications from GMDC's existing vendor.	MSP shall deploy two separate teams onsite at GMDC primises for (i) O&M of existing on-primises DC and	1. Additionally, request GMDC to provide information on the volume of tickets they address and resolve on a monthly basis. 2. Could you please provide details on the current size of the team and the skill sets possessed by the team members who are supporting the application?	1. The present and past tickets are provided below for reference purposes only. These are tentative figures and may vary when the MSP takes over. The purpose of providing such information is to provide broad idea. The Bidders shall not purely depend on this information and build in contingencies based on their previous experience in costing. It is to be noted that GMDC shall not provide any additional cost in case of increase/ decrease of ticket volume and the MSP shall have to

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			<p>3. Lastly, could you outline the routine tasks and scheduled activities that fall under their purview?</p>	<p>mandatorily manage O&M of on-Premises DC and EBS ERP if it is awarded to it till the migration is completed. Additionally, the MSP shall undertake the monitoring, managing and resolution of the generated tickets entirely post migration to OCI till the end of the contract period.</p> <ul style="list-style-type: none"> • Before 1 Year: Average 7 to 10 tickets per month. • After updation in December 2022 and during cyber incident: Average 35-40 tickets per month. • Presently : Average 5 to 7 tickets per month. <p>2 and 3. The MSP/bidder shall have to undertake the assessment during As-is assessment Scope.</p> <p>Further, please refer to pre-bid query no 175 for further details.</p>
30	<p>Scope Section - Part 3: Migration of Existing on primises Data Center Database and Oracle EBS applications to GMDC procured Cloud DC Infrastructure and setting up a new Cloud DR.</p>	<p>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.</p>	<p>There is no concept of temporary licenses.</p>	<p>During the Migration activities, there is requirements of operating On Premises DC to ensure business continuity. In order to ensure Business continuity, the Bidder in consultation with ERP OEM should manage temporary license activations to achieve above mentioned objective if so required.</p>

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31	Scope Section - 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.	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.	<p>1. What does performance and load testing entail? Does GMDC has tools to perform application load testing?</p> <p>2. MSP will perform the sanity testing of EBS applications, however GMDC should do an end2end UAT once the environment is up and running.</p>	<p>1. It refers to test to check adequacy of handling volume of data. Presently the tool is being provided as service by GMDC appointed existing Vendor. However, the MSP shall bring its own tool to do such testing. Further the application benchmarking of the AS IS environment of 10 to 15 use cases as provided by GMDC shall be undertaken by the MSP.</p> <p>2. The MSP shall be required to assist GMDC in preparing UAT plan as well assist during UAT testing. The UAT shall be undertaken by GMDC.</p>
32	Scope Section - 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.	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.	<p>1. Could you please inform us about the specific tool or product that is intended to be utilized for the validation of VAPT testing?</p> <p>2. It is our understanding that the recommended changes following VAPT could occur at various levels. To ensure clarity and preparedness, I've outlined them below:</p> <p>a) Modifications to applications or components hosted on OCI.</p> <p>b) Adjustments to the infrastructure settings within the MSP's jurisdiction.</p> <p>c) Alterations that fall outside the MSP's purview, which may necessitate engagement with the Original Equipment Manufacturer (OEM). In such instances, we should be prepared to seek support from the OEM.</p>	<p>1. Presently GMDC is in process of on boarding Cyber security agency which shall eventually undertake audit/VAPT tests. Details shall be shared later with the onboarded MSP.</p> <p>2. Yes . the recommended changes post VAPT testing could be among the changes outline by the bidder is adjacent column or any other additional changes which the Bidder can envisage as per their previous experiences.</p>

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33	Scope Section - 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.	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.	MSP will solely offer advice regarding OCI since the applications are to remain unchanged and kept AS-IS. GMDC must undertake the validation process.	During the Migration, the MSP shall undertake testing to ensure complete migration of DC, database, all EBS and third -party applications. At this migration stage, no change in applications is required.
34	Scope Section - 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 undertake activities pertaining to system stabilization which shall be considered as post Go-Live support / warranty period support after the issuance of Go-Live certificate with no extra cost to GMDC.	As part of Post Go-Live support, we will manage the applications, DB, ensure integrations are working and DR readiness.	Yes , the bidder's understanding is correct.
35	Scope of Work - 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").	Is 24*7 support required, or will it be as previously discussed (12X5 weekdays, on-call weekends and nights)?	GMDC expect 24*7 support as per the SLA and severity of the issues.

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36	Scope of Work - 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 develop appropriate policy, checklists in line with ISO 27001 & ISO 20000 framework for failover and fall back to the appropriate Cloud DR.	Can you provide more details on the ISO 27001 & ISO 20000 framework alignment for DR?	This is not part of the Scope of MSP. But MSP shall need to assist in terms of providing details associated with Oracle EBS on OCI to GMDC appointed Agency as and when GMDC intends to obtain ISO 27001 and ISO 20000.
37	Scope of Work - 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.	SLA as defined in this RFP	Please segregate the OEM & MSP SLAs separately.	<p>The SLAs are already divided into two parts as below.</p> <ol style="list-style-type: none"> 1. SLAs for applications and related activities for O&M 2. SLAs for Cloud Infra and Network Infra. <p>Following para stands inserted in SLA section V</p> <p>“MSP shall act as Turnkey Service Provider/ Partner for GMDC's cloud journey (i.e. Migration, O&M and management/ monitoring of Cloud and Network Infer.). The MSP shall not be penalized for breach in performance for reasons attributable to OCI and Network provider or third-party dependencies. However, the MSP shall substantiate these facts through evidence from system generated reports/tool/any acceptable evidence/ Meritorious representation. In case of Meritorious representation, the decision of MD, GMDC shall be final”</p>

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38	Scope of Work - 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 also deploy additional experts if required to maintain SLAs at no extra cost to GMDC.	This requires further clarification.	Tentative resource requirements are specified in the RFP. But the Bidder can judge additional resource requirements in order to maintain SLAs based on previous experience and load cost of such additional resources required if any in the price bid .
39	Scope of Work - 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.	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.	MSP will provide recommendations on the new features as detailed in the release notes. Nonetheless, any decision to implement changes will necessitate extra work, the responsibility for which may be divided between MSP and GMDC.	The MSP/bidder shall need to do such assessment. Any development/ implementation of new features/ functionalities shall be treated as change request.
40	Scope of Work - 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.	Scheduled data backup as per the backup & restoration policies stated/as defined and agreed by GMDC from time to time.	Please let us know if there is any schedule which MSP has to follow up for the backups.	The MSP shall propose the data back-up plan as per the standard industry practice in line with SLAs to GMDC for its approval.

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41	Scope of Work - 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.	Bandwidth utilization, latency, packet loss etc.	While MSP will monitor the OCI, bandwidth specific issues should be dealt by the respective vendor.	MSP shall act as Turnkey Service Provider/ Partner and shall be required to monitor and coordinate OCI and network infra as per the RFP requirements. The MSP's role is limited to monitoring and coordination only in this regard.
42	Scope of Work - 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.	D. Application Security activities	Can you provide more details on the required services and SSL certificates?	Presently only 1 SSL certificate is installed. The further details for the same will be obtained by selected bidder/MSP as and when required post award of the contract during AS IS study.
43	Scope of Work - 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.	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, identyfying issues, diagnosing issues, and managing the log data with helpdesk	This should either procured separately by GMDC or OEM.	The bidder is expected to procure the SMMS for undertaking the said respective scope of work.

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		management tool in line with the defined SLA in this RFP.		
44	Scope of Work - 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.	It must provide flexibility of logging, viewing, updating and closing incident manually via	Please confirm if there is any existing ticket logging tool which can be used for tracking?	Presently there is no tool for logging ticket and monitoring. The Bidder/MSP shall need to bring in their own tool as per the requirements mentioned in the RFP Section 3 Part 4 for the entire contract period.
45	Scope of Work - Service Level Monitoring and Maintenance System (SMMS)	Quarterly Reports	MSP will provide some reports based on the overall observations. As such there may not be reports available for all the items menteion in this section.	The bidder is expected to provide reports available from the system in customized format OR obtain the data and plug those data sets to prepare customized reports as per the requirement of GMDC for the entire contract period as and when required by GMDC and as specified in RFP.
46	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.	MSP will exclusively conduct a 'train the trainer' program for the functional modules every 6 months for max 8 hours, wherein GMDC is responsible for selecting primary trainers who will, in turn, be tasked with training the employees.	The MSP/bidder shall be expected to provide training to GMDC staff to enhance usage of existing modules as well as newly customized modules. The MSP shall also prepare module wise user guide. For this Purpose , the MSP shall prepare training Plan and submit to GMDC for its approval.

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47	ROLES AND RESPONSIBILITIES	1. User Acceptance Testing activity ✓ ✓	UAT execution will be GMDC's responsibility.	MSP is expected to assist GMDC in preparing UAT plan and during the UAT process.
48		Web interface along with historical data inputs.	What kind of training is expected from us, given that customizations will be addressed at a later stage?	The MSP shall be expected to provide training to GMDC staff to enhance usage of existing modules as well as newly customized modules implemented throughout the contract period. The MSP shall also prepare module wise user guide.
49		23.Security related tests	The primary responsibility lies with GMDC and the third-party vendor.	The bidder's understanding is correct.
50		SECTION IV: LIST OF DELIVERABLES AND ITS TENTATIVE TIMELINES	Is this timeline fixed or can we recommend or revise as there are multiple items include in scope.	<p>The Bidder can provide suggestions along with rationale in timeline. Please refer below amended clauses.</p> <p>Following para stands inserted in the section IV.</p> <p>“ The timeline specified in table above are envisaged at this time. The MSP shall also have rights to suggest changes in timeline for Part 2 of the Scope of Work with meritorious representations/ rationale. GMDC shall consider for the modification/changes in timeline based on merit/ rationale suggested. However the decision of MD ,GMDC shall be final in this regards.”</p> <p>The clause 2.4 c) of section VIII stands amended.</p>

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				<p>“In case, the execution of Scope of work (i.e. Part 2 Migration activities) is delayed due to reasons not attributable / force Majeure/ GMDC Event of Default/ unknown reasons not envisage at this stage then the Contract Period shall be extended suitably until completion of Scope and no penalties/ Liquidated Damages shall be applicable.</p> <p>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 . However , in such case the MSP shall also have rights to provide rationale for delay and if such representation found meritorious then GMDC may consider extension of timeline without imposing any penalties/ Liquidated Damages. In such case the decision of MD, GMDC shall be final”.</p>
51	SLAs	<p>Above SLAs are further elaborated below. SLAs until migration including O&M of On-primises DC and Oracle EBS Applications - Applicable to the MSP if on primise O&M is awarded to the MSP. The MSP shall have to ensure continuity of all EBS applications with 99.95% availability. The</p>	<p>It's necessary to review the SLAs since it has been observed that the 99.5% uptime is not being calculated taking into account the scheduled downtime.</p>	<p>The SLAs shall be calculated considering the schedule downtime as per the formula provided in SLAs section V (page no 37). According to above provision the Schedule down time in a month shall be decided by the Authority and the MSP in consultation with each other.</p>

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
		applicable SLAs during this period is specified below.		<p>The word actual stands inserted in Uptime calculation formula provided in section V (page no 37)</p> <p>“Uptime Calculation for the calendar month: Actual Uptime Hours in the calendar month + Scheduled Downtime in the calendar month) / Total No. of Hours in the calendar month] x 100}”</p>
52	SLAs	Damages Penalty Clause	The penalties outlined currently lack a maximum limit, which could result in a penalty amount exceeding the cost of the milestone. Please inform us if you would like a walkthrough to discuss and establish a ceiling for all the line items.	The overall SLA penalties are capped at 10% (please refer third para in page no 32 of RFP document). Further in majority cases it is capped at 10% of quarterly payments.
53	SLAs	SLA as defined in this RFP	<p>We dont see any SLA Exceptions as mentione below</p> <ul style="list-style-type: none"> - Customization issue which requires enhancements - Dependencies on users for sharing requirements sign offs, testing results, close confirmations etc - Prioritization delays induced because of higher traffic than usual and downstream effects - Product issues requiring OEM/Oracle support in which case Oracle SLA’s will be followed - Tickets raised during non business hours will not be governed by SLAs. - 3rd party dependencies where other party would need to provide/respond is not considered as SLA breach 	The MSP shall not be penalized for breach of SLAs for the (i) reasons not attributable to MSP and (ii) dependencies on third party . However, MSP shall need to escalate the issues timely to GMDC for third party dependencies. Kindly also refer to answer to Pre Bid Query No 37.

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
54	Severity Details	Uptime Exclusions	CSP uptime exclusion is not considered in the calculations.	Please refer answer to Pre bid query No 37
55	SLAs	Generic	We need further clarification on all the SLAs for all the different scope items mentioned in RFP.	Bidder to send details of clarifications required.
56	Section 1 Background		Does the OCI bidder need to migrate third party applications also to cloud ? Can you provide a list of third party applications ?	Yes, all third-party applications except the application stated in sr. no 5 page 124 (ie. Third Party API Consumes) shall need to be migrated to OCI cloud. For sr no 5 only integrations shall need to be migrated. The detail list of existing third-party applications are specified in Annexure 10 of the RFP document.
57	Section 3 Scope of Work		Though Part2(O&M) is optional for MSP but providing price is mandatory and it will be part of evaluation. How will it be compared among bidders if some bidders do not want to take this responsibility ?	It is an optional item for GMDC's perspective and not the bidder's perspective. Bidders shall have to mandatorily quote for all the line items as mentioned in the price bid format. GMDC shall in its sole discretion decide to award Part 2 (O&M) of On-Premise system to the MSP. This shall bring parity in prices among the bidders.
58	Section 5 SLA		As per RFP SLA needs to maintained by MSP during migration period also. This is only possible if O&M is awarded to MSP responsible for OCI migration. Please clarify in case MSP does not want to take O &M responsibility before migration to OCI.	If the selected bidder is not awarded the Part 2 of the scope of work, then the MSP / selected Bidder shall not be responsible for managing the corresponding SLAs mentioned in the RFP.
59	Section 1 Background		How will the movement of DC to Cloud help in the Growth & Transformation for GMDC? What is GNDC readiness for Cloud Adoption ? Any culture change and leadership capabilities required envisaged for cloud implementation ?	GMDC has embarked on strategic transformation and also intends to achieve digital transformation through cloud migration.

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
60	Section II Existing Solution Brief	The EBS is under upgradation from 12.2.8 to 12.2.12.	When is Oracle eBS R 12.2.8 to 12.2.12 getting completed and going live? Who is doing this upgrade?	The upgradation is done by GMDC's appointed vendor and it will be completed prior to the onboarding of the MSP/bidder.
61	Section 1 Background	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.	<p>1. Managed Services for 3 years is for DBA and System Admin activities only or does it include support for Oracle ERP applications support as well?</p> <p>2. In case it is related to Oracle ERP application as well, kindly share the incident volumes for last 1 year?</p>	<p>1. It is for O&M of Oracle EBS and third party integrated applications. Oracle OEM support shall be procured by GMDC. During the O&M phase, the MSP shall need to coordinate with Oracle EBS/OCI for all ticketing and support related activities. The MSP will also track the progress of all open tickets till the time the problem is resolved and ticket is closed.</p> <p>2. Please refer answer to Pre bid Query No 29</p> <p>Further, please refer to pre-bid query no 175 for further details.</p>
62	Section 1 Background		Besides Streamlining operation , enhance service delivery and data security ,User experience ,lower maintenance and reduce Infra cost ,reduce TCO ,use of existing licence - What are the other objectives from IT standpoints which GMDC aiming to achieve from DC to Cloud migration ?	Any additional benefits of digital transformation post migration to cloud shall be shared by the Bidder during the Technical proposal Presentations.
63	Section 3 Scope of Work	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	<p>1. Who is proving O&M services at present?</p> <p>2. As per RFP MSP must bid for Part 2 but it is description of GMDC to award this piece of work or not.</p> <p>3. Kindly share the details of last 1 year incident and SR trends?</p>	<p>1. Currently O&M is done by GMDC appointed service provider.</p> <p>2. Please refer to answer to Pre Bid query No. 57</p> <p>3. Please refer to answer to Pre Bid query No 29</p>

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
64	Section 9 Security of Information		The RFP covers the network , Web, Database and application security ? There is no mention ie; what and how the perimeter security will be taken care ? RFP also has no reference for IDS/IDP at Physical layer ?	It is not part of this RFP scope . GMDC appointed cyber security vendor will deploy the required cyber security components and policies .
65	Section 3 Scope of Work		To provide the O &M , there is mention of only technical experts (System Administrators, DBA, incident and helpdesk support team etc) . Who will provide the functional support for the application during O&M ?	Requirement for deployment of Techno functional expert is also specified in Section 3 of the RFP. Functional support is included in the scope of the MSP.
66	Section		How many environments are there other than DC and DR ?	Presently there is only On premise Data Center (DC).
67	Section III Scope of Work		Is there any decided RTO and RPO value that the client has in the mind ?	The RPO value is near zero mins and RTO value is 30 minutes as per the SLAs specified.
68	Section III Scope of Work	The Managed Service Provider (MSP) shall take over the O&M of on-primises DC and existing Oracle EBS ERP from GMDC's existing vendors and undertake its O&M till migration is completed	Will there be any component of the target architecture which will continued to be hosted on-primise	No
69	Section III Scope of Work	Part 2 and Part 4	Can you please share the list of all the customizations (Reports, Integrations, Forms, Personalizations, Workflow etc...) in existing Oracle EBS application?	The MSP/bidder to refer to pre-bid query no 175 for further details.

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
70	Section V SERVICE LEVEL AGREEMENTS		There are many SLAs with respect to OEM and Network provider's. It is assumed that OEM and Network service provider will be measured, responsible and accountable to manage these SLAs? Please Clarify?	The bidder's understanding is correct. The MSP shall not be penalized for breach in performance for reasons attributable to OCI and Network provider. The MSP shall substantiate these facts through performance Monitoring tool/system generated reports/ any acceptable proper evidence. Please refer to answer to Pre Bid query no 37 and 53.
71	Section III/ Part 2	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.	What is the complete tech stack of the client. What are the non-oracle components that the client currently has ?	The bidder is requested to refer Annexure 10 of the RFP document for detailed information of current hardware, software and third party integrated applications.
72	General Questions		During the implementation phase - migration of on-premise eBS to OCI can we work on Onsite / Offshore model? It is assumed that Offshore team members will be provided remote connectivity through VPN. Please clarify?	The MSP shall deploy the onsite and offsite team as per the requirements best suited based on MSP's previous experience during migration. The IPs will be whitelisted for the contract period of the respective team member working offshore.
73	Section III/ Part 3 Scope of Work	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	What is the client meaning by temporary license. Need clarification on this	During the Migration activities, there is requirements of operating On Premises DC to ensure business continuity. In order to ensure Business continuity , the Bidder in consultation with ERP OEM should manage temporary/trial license activations to achieve above mentioned objective.

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
		and lift and shift activities on cloud.		
74	General Questions	Quality of documentation	It is assumed that up to date technical and functional documentation (To-Be Process,BRDs, Fit/Gap Analysis,technical and functional specifications for customizations, user and admin guides etc...) for Oracle ERP and other peripheral applications is available and will be shared with MSP? Please confirm?	The MSP/bidder to refer to pre-bid query no 175 for further details. Please note the MSP shall be expected to undertake the documentation as per the Section 4 of the RFP document.
75	Section III/ Part 3Scope of Work	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.	How frequently does the client want this assessment to done ? Governance and technical due diligence effort will depend on this	Upon successful Cloud DC setup in live environment for the migrated applications, MSP shall perform checks pertaining to Cloud DC upkeep for a reasonable period of time which MSP considers deem fit as per the standard industry practice.
76	Scope of Work	Part 3 (third party integrated applications/APIs/Interfaces along with any tweaking requirements)	Can you please share the list of APIs/Interfaces and nature of integration (DB/File/API/FTP etc)	Please refer to Answer to Pre-Bid query No 28. Further, please refer to pre-bid query no 175 for further details.
77	Section III/ Part 1Scope of Work	The MSP shall submit AS IS Assessment report and a report on cloud migration plan to GMDC for its review and comments.	What is the size of DB that needs to be migrated in terms of DB Core and Data Volume	Current size of DB is approx. 800 GB to 1 TB
78	General Query		What are the NFRs for this ? What is the TPS value ? Does the client has any requirement regarding user concurrency ? Does the client have any requirement regarding average response time	There are no Non-functional requirements in the scope of work for this project. The bidder/ MSP shall have to assess TPS value, concurrency and average response time details during As-is assessment stage/scope of work.

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
79	Part 3 activities for Migration to Cloud	third-party integrated applications/API/Connector	Can you pls share the details of API's such as API List, Number of integration touch points, downstream systems, protocols, adapter connectivity (DB,File,FTP,JMS,API etc)	Please refer to Answer to Pre-Bid query No 28
80	SECTION IV LIST OF DELIVERABLES AND ITS TENTATIVE TIMELINES	Project Timeline	It is assumed that timelines provided in the RFP are indicative and MSP can propose timelines basis their experience. Please Confirm?	Please refer to answer to Pre Bid query No 50
81	General Query	NA	Does the client have any specific requirement regarding regulatory compliance, security or performance ? Does the client follow any industry standard best practice already ? If so, what are they ? (example for security client might follow OWASP standard)	The security aspect shall be looked after /undertaken by GMDC appointed cyber security vendor.
82	General Query	NA	Does the client have any existing microservice-based applications ?	No there are no existing microservice based applications.
83	General Query	NA	There is a mention of MSP to pick up O&M for existing applications if the migration to OCI exceeds beyond 3 months? Kindly elaborate on the expectations and rationale for this.	The Bidder's understanding is incorrect. The MSP shall undertake O&M of existing On premise DC /applications only if such O&M is awarded to Bidder/ MSP. In case O&M scope of On Premise DC and EBS ERP is awarded to the MSP and migration is delayed beyond 3 months then the MSP shall continue to perform O&M activities of existing On premise DC/EBS ERP.
84	Scope of work/ Part 3 Scope of Work	VAPT testing of the Cloud DC and DR shall be undertaken by third party vendor appointed by GMDC	On an average how many rounds of VAPT does the client intend to do in a year. Maintenance and security hardening effort will be dependent on this	Minimum Twice in a year or any change implemented whichever is earlier.

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
85	Scope of Work	Oracle APEX Application	Can you pls share the details of Apex applications in detail such us functional coverage, details of the systems that are involved, number of screens etc.	It is under development. Therefore, the MSP/bidder has to undertake the said study as part of as-is assessment scope. The version of APEX is 23.1
86	General Query	NA	Please share the existing SLAs being adhered presently and performance agaist these SLAs for last 1 years as this will help us in understanding the baseline being maintained today	Presently there are no SLAs being monitored. The MSP/bidder shall be expected to assess performance of the existing application during As-is assessment scope of work. Kindly refer to answer to pre bid query no 31
87	Request for extenstion of Proposal Submission Timeline	NA	Keeping in mind the festive season and holidays we would request for an extention of proposal submission timelines by 2 weeks. Kindly consider this request.	The Bid Submission date is extended. Please refer Appendix 2 for the amended bidding schedule.
88	Scope of work/ Part 4Scope of Work	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").	24*7*365 days support for all types of issues ? or only P1 ?	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 3rd party integrated applications during Post Cloud migration phase.
89	Part 3Scope of Work	third party integrated applications	Can you give more details and list of the third party integrated applications that are in scope	The detail list of existing third-party applications are specified in Annexure 10 of the RFP document.
90	General Query	NA	Please indicate on the quality of documentation on EBS application and other standalone systems to be migrated to OCI 1. Configuration document 2. Functional and technical design document for	The MSP/bidder to refer to pre-bid query no 175 for further details.

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
			any customization being done 3. Deployment architecture for standalone applications	
91		Downtime / Continuity	It is stated the expectation for the OCI migration is near-zero downtime. Does this includes Oracle EBS? For EBS, it's a cross-platform migration for a 17 tb db.	Yes.
92	Annexure 10	Oracle Real Application Cluster	The RFP states that it would use the IaaS model. Considering the current EBS DB is on 2 node Oracle RAC, the DB needs to be migrated to OCI DBCS (PaaS) to retain the RAC architecture. Is the understanding correct.	Yes , your understanding is correct.
93		Generic	Please mention the version of APEX being used for standalone application ?	The version of APEX is 23.1
94		Generic	Are standalone APEX applications participating in any SSO / federation service along with EBS?	No
95	Section 3 Scope of Work	Buttel 4 - 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	We assume that MSP need not to do any price discovery or negotiation with any authority for non oracle/ OCI software or services required to complete the scope of work	The bidder shall assist GMDC in price negotiation with OCI . Please also refer to answer to Pre Bid query No. 24

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
96	Section 3 Scope of Work	Buttel 1-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	Due to anticipated change of OS platform changes (AIX to OEL), very limited information available on deployment architecture of associated third party applications, it is not possible to commit on lift and shift on IAAS. Post AS-IS study lift and shift workloads can only be identified.	The MSP/bidder is expected to assess the current environment during the as-is assessment phase. The further details for the same shall be provided by GMDC to the extent possible as and when required by the bidder during the as-is assessment part of the scope.
97	General Query	Version Control and Agile PMO Tools	Are there any current version control (eg: Git) and Agile Project Management (eg; Jira) tool licences that are present and available for use	No
98	RFP Procurement Cost/ Tender Fees	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). T	Please refer to Rule 161 (IV) of GFR 2017. We understand that cost of tender document should not be charged under the said Rule. Accordingly, we request you to waive / delete the requirement for submitting tender fee under the RFP.	RFP conditions remain unchanged
99	MSPs' Actions requiring Authority's prior Approval	The MSPs shall obtain GMDC's prior approval in writing before taking any of the following actions: >> entering into a subcontract for the performance of the Services as per provision of RFP.	We do not sub-contract any part of our work. However we sometimes augment our project resources by taking additional man-power from our registered JBR (Joint Business Relationship) partners. These additional man-power will work under direct supervision of PwC project manager. Request you to allow such augmentation need, if needed. We will take prior approval from GMDC project manager when the need arises	Please refer to clause no 4.6 of the section 8 of the RFP. The said clause stands amended as below. "Sub-contracting of entire ToR is not permitted. The MSP may engage sub consultant/ contractor under intimation or approval from Authority/ GMDC in following cases. (i) for any specific technical matter requiring advice/inputs from experts or specific agencies, the MSP may engage sub consultant/ contractor under intimation/ or approval from Authority.

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
				(ii) The MSP can hire additional contractual resource/ manpower except key positions such as Team Leader, Project Manager and/or key technical positions. Further at least 60% to 70% of Resources deployed shall be on the pay roll of the MSP” Sub-contracting does not absolve the MSP from its obligations provided in this Agreement.”
100	Confidentiality Obligations	Obligations to survive for an undefined period from the date of expiry or termination of contract	We request GMDC to reduce the survival period of confidentiality obligations to one year post expiry or termination.	The data generated through system are GMDC's confidential data . These are being used for the business strategy formulation and therefore it is not possible to reduce survival period of confidentiality. However the MSP can use citation of this project as per the answer to Prebid query No 101.
101	Confidentiality Obligations	No right to disclose client name or project for citation / reference purposes	Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request GMDC to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	MSP shall be permitted to use the citation of this project for the future bidding for any other projects without disclosing the confidential information of GMDC
102	Indemnity	Indemnity for breach of contract obligations	There are several remedies available under law and contract to you for such breach of obligations. For eg., there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.	SLA Penalties and LDs are capped at 10% of the contract value as per the SLAs provisions stated in RFP. However, GMDC can not take risks of liabilities arising out of adverse conditions of resources deployed by the MSP.

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
			If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.	
103	Indemnity	Indemnities for death and bodily injury, health, accidents, travel, and any other losses to its personnel	Request client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.	The MSP shall assume all liabilities pertaining to resources/ manpower deployed by it . MSP to procure professional Liability Insurance or other appropriate insurance required as per the Good Industry Practice or MSP’s own standard practices during the Contract Period as per the clause 3.12 . Therefore, RFP conditions remains unchanged.
104	Termination	Unreasonable ground for termination	We request client to delete this ground for termination as it is unreasonable and there are several remedies in contract and law available to the client for such breach.	Query is not clear . It is not possible to remove entire Termination clauses as Termination can occurred due to Force Majeure, Event of Defaults. The Bidder to point out specific concerns with specific clause no.
105	Liquidated damages		We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	RFP conditions remain unchanged
106	Liquidated damages	Not sole and exclusive remedy	We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore, we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.	Agreed. For the damages which are Liquidated as per the RFP provisions, in such case the LDs are capped at 10% of contract value. However, for damages which are not liquidated in nature as per the RFP provisions, the GMDC may charge damages provided such damages shall be limited to the Contract Value. Kindly refer to clause no 3.5 (c) of Section 8 the RFP the aggregate liability is capped at contract value .

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
107	Liquidated damages	Not limited to solely our fault	We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	Yes, your understanding is correct.
108	Replacement Personnel of	Penalties linked to replacement / no exceptions provided (death, illness, resignation, etc.)	There may be circumstances beyond the reasonable control of the MSP, where a replacement of personnel may be necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, GMDC is requested to allow exceptions to this clause and make penalties inapplicable. PwC shall exercise reasonable efforts to provide a suitable replacement to GMDC.	Please refer to clause 4.3 of section 8 of RFP. The Substitution of personnel is permitted under compelling circumstances beyond MSP's control provided substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of GMDC.
109	Insurance	insurance obligations procurement	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.	Please refer to the clause 3.12 (i) of the section 8 of the RFP. RFP permits procuring and maintaining insurance policies as per the MSP's own standard practices.
110	Audit	Audit rights	We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow GMDC to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection	Please note your concerns are already addressed reasonably as part of clause 3.6 of section 8.

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
			<p>should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.</p>	
111		No acceptance criteria	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. <u>You may consider including the below simple clause:</u></p> <p><u>"Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."</u></p>	<p>GMDC shall try to notify the MSP for proceeding for next steps in a reasonable time post submission of deliverables.</p>
112		7 application details shared in table format	<p>For these seven applications pls share details of tech stack details also as applicable such as frontend, middleware, backend with tool/tech details and versions</p>	<p>The basic details are provided in the Annexure 10 of the RFP document (list of EBS ERP , third party integrated applications, platform, functionalities etc.) . Further details shall be</p>

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
				shared/obtained by selected MSP/bidder during as-is assessment scope of work. Further, please refer to pre-bid query no 175 for further details.
113	Payment Terms	The RFP provides the lumpsum payment terms for each work package	We request GMDC to consider milestone-wise payment terms for the work packages (rather than lumpsum payment terms). We request that we are allowed to suggest the milestone-wise payment terms in the commercial proposal	We believe payments are divided in several parts in order to timely remunerate the MSP. Therefore, RFP conditions remain unchanged
114	Technical scoring criteria	Contents of the Technical scoring criteria table	PwC has done both EBS on-premise migration to OCI as well as EBS implementation directly on OCI. We request both these types of projects on OCI involving EBS be counted in the technical scoring criteria	RFP conditions remain unchanged
115	Technical scoring criteria	Contents of the Technical scoring criteria table	PwC requests that in addition to EBS maintenance support in OCI, operations and maintenance (O&M) of non Oracle EBS applications on cloud be also counted in the technical scoring criteria.	RFP conditions remain unchanged
116	General Query	NA	Please provide existing application integration architecture involving EBS and other 8 systems which are expected to be migrated to OCI. Additionally specify high level integration approach used for each integration. For example SystemX sends journal information in data file through SFTP server to EBS.	Please refer to answer to Pre Bid query no 18. Further details shall be shared/obtained by selected MSP/bidder during as-is assessment scope of work. Further, please refer to pre-bid query no 175 for further details.
117		Oracle EBS	Please share ticket dump of EBS Apps DBA scope for last 1 year including incident, problem and changes	Please refer to Answer to Pre Bid query No. 29 Further, please refer to pre-bid query no 175 for further details.

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
118		Oracle EBS	Please confirm if OCI Cloud Admin support is in scope in target	No it is not in the MSP's scope of work for this RFP.
119		Oracle EBS	Please share number of refreshes / clones being performed on monthly basis for EBS environments	Presently, the refreshes / clones are being performed by GMDC appointed service provider. The MSP/bidder has to undertake the assessment during As-is assessment scope of work. Further, please refer to pre-bid query no 175 for further details.
120		Oracle EBS	Please share total number of EBS environments including Prod and Non Prods	Presently only two environments are activated ie. DEV and Pod.. Further details shall be obtained by selected MSP/bidder during the AS IS assessment stage. Further, please refer to pre-bid query no 175 for further details.
121		Oracle EBS	Please share number of scheduled patching window per month along with duration	Presently, the patches are being installed as and when required by GMDC appointed service provider. The MSP/bidder has to undertake the assessment during As-is assessment scope of work. Further, please refer to pre-bid query no 175 for further details.
122		Oracle EBS	Please share number of scheduled maintenance window per month for EBS	1. For existing on premises EBS: GMDC undertakes scheduled maintenance as and when required. 2. During post cloud migration phase : The scheduled downtime shall be decided by the Authority and the MSP in consultation with each other.

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
123		Oracle EBS	Please confirm the DR drill schedule is half yearly or yearly	Minimum Twice in a year or any change implemented whichever is earlier.
124		Oracle EBS	Please share current monitoring tool being used for application and DB monitoring	Presently, there is no monitoring tool used for application and DB monitoring.
125		Oracle EBS	Please confirm if SSO is implemented for EBS, if yes please share the details	No it is not implemented.
126		Other Integration Applications with ERP	Please mention OS name, Database name and version for all 3rd party applications.	The basic details are provided in the Annexure 10 of the RFP document (list of EBS ERP , third party integrated applications, platform, functionalities etc.) . Further details shall be shared/obtained by selected MSP/bidder during as-is assessment scope of work. Further, please refer to pre-bid query no 175 for further details.
127		Other Integration Applications with ERP	Please mention version of Java, .Net, Mantra, PHP, Apex used for 3rd party applications.	All applications are in process of migration to latest version of APEX i.e.: 23.1. The work for the same is expected to be completed before DC migration to OCI tentatively. Further, please refer to pre-bid query no 175 for further details.
128		Other Integration Applications with ERP	Please share ticket dump of 3rd party applications over last 1 year including incident, problem and changes	Please refer to Answer to Pre-Bid query No. 29 Further, please refer to pre-bid query no 175 for further details.
129		General	Is there any requirement of 24X7 support for all applications post migration?	Yes as per the section 3 of the RFP.
130		General	Please extend the submission deadline by 2 more weeks.	The Bid Submission date is extended. Please refer Appendix 2 for the amended bidding schedule.

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
131			Kindly share the architecture document from the customer which shows the current environment.	The basic details are provided in the Annexure 10 of the RFP document (list of EBS ERP , third party integrated applications, platform, functionalities etc.) . Further details shall be shared/obtained by selected MSP/bidder during as-is assessment scope of work. Further, please refer to pre-bid query no 175 for further details.
132			Request for 10 days extension from the release of pre-bid queries.	The Bid Submission date is extended. Please refer Appendix 2 for the amended bidding schedule.
133		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.	We have started our Business as RST Global in 2015 and in 2018 we legally register in MCA as Pvt. Ltd. Kindly allow some relaxation for MSME	RFP conditions remain unchanged
134		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).	We have turnover less than 10 CR. Kindly allow some relaxation for MSME	RFP conditions remain unchanged
135	Section 3	Part 3: The MSP will create Oracle Linux environment on OCI.	As per AS-IS set up environment is on AIX. In case of partner supporting current AIX environment for certain time duration, what are skillset available from GMDC and what are expected from MSP. And what could be tentative duration of support.	The O&M of On Premise DC and EBS/ERP shall be for a period of 3 months/ till migration to OCI is completed whichever is earlier if this scope pertaining to O&M is awarded to the MSP. GMDC intends to complete such migration with 3 months post completion of AS-IS study. If the Scope of O&M of On Premise DC and EBS/ERP is awarded to the MSP then the MSP

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
				shall have to completely manage O&M. GMDC shall facilitate support in terms of OEM support, documentation of existing system to the extent possible. The Support of existing GMDC appointed vendor shall be available till the time AS -IS study is completed.
136	Section 3		Are there any open vulnerabilities in current setup? If Yes, Please state the count.Which patching tool is currently in use and frequency of patching.	The MSP/bidder has to undertake the assessment during As-is assessment scope of work. Further, please refer to pre-bid query no 175 for further details.
137	Section 3	Monitoring tool	1. What is current monitoring and ticketing tool in place for current DC setup. 2.Count of alert/ticket generated for operating system for past 3 month	1. Please refer to Answer to Pre Bid query No. 44 2. Please refer to Answer to Pre Bid query No. 29 Further, please refer to pre-bid query no 175 for further details.
138	Section 2	SECTION II: EXISTING SOLUTION BRIEF	What is the current inventory and make of the Security Components in ON Premise	Presently, there are Firewall and Web application Firewall are installed as security component in On Premises Data Center . Any further details for the same will be shared with the selected bidder/MSP as and when required post award of the contract. The MSP/bidder to refer to pre-bid query no 175 for further details.

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
139	Section 3	Section 3 (Scope of Work)	There is no mention of any Security components to be managed initially on ON-Premises for first four months while carrying out the As-is Assessment and during migration	The said work will be undertaken by GMDC appointed another service provider.
140	Section 2	SECTION II: EXISTING SOLUTION BRIEF	Expected timelines of ongoing EBS upgradation project of 12.2.8 to 12.2.12? Is the plan to run parallel OCI Lift&Shift project?	The upgradation will be completed prior to the onboarding of the MSP/bidder.
141	Section 2	SECTION II: EXISTING SOLUTION BRIEF	Current Internal & MSP Team structure and composition	<ol style="list-style-type: none"> 1. The MSP/bidder has to undertake the assessment during As-is assessment scope of work. 2. The minimum resource requirements from the MSP is specified in RFP Section 3 Clause 1 - Part 2. The MSP/bidder to refer to pre-bid query no 175 for further details.
142	Section 2	SECTION II: EXISTING SOLUTION BRIEF	Business operations timings/Working schedule across the Applications under support	The Current support requirements is for 24*7*365.
143	Annexures 10	Annexure 10 : Details of Existing Hardware Infrastructure, Existing Oracle licenses and Existing Virtual machines	Module wise Business Users count and Average monthly Module wise Incidents count	The MSP/bidder has to undertake the assessment during As-is assessment scope of work. The MSP/bidder to refer to pre-bid query no 175 for further details.
144	Annexures 10	Annexure 10 : Details of Existing Hardware Infrastructure, Existing Oracle licenses and Existing Virtual machines	No of Operating Units, Legal Entities, ledgers, Inventory Org - basic Org structure, COA Structure, Basis of Multi-Org Access Control (MOACT)	The MSP/bidder to refer to pre-bid query no 175 for further details.

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
145	Annexures 10	Annexure 10 : Details of Existing Hardware Infrastructure, Existing Oracle licenses and Existing Virtual machines	Number of Regions/Locations implemented currently with details like - Currency, Localization implemented, Number of Module wise form personalization, Email alerts	Presently Gujarat based GMDC Project offices are covered under the present system. Present localization is in Gujarat/India. Additional details shall have to be obtained during the AS IS assessment study. Further, please refer to pre-bid query no 175 for further details.
146	Annexures 10	Annexure 10 : Details of Existing Hardware Infrastructure, Existing Oracle licenses and Existing Virtual machines	Number of Module wise customizations - Forms, OAF pages	The MSP/bidder to refer to pre-bid query no 175 for further details.
147	Annexures 10	Annexure 10 : Details of Existing Hardware Infrastructure, Existing Oracle licenses and Existing Virtual machines	Number of Module wise form personalization, Email alerts	The MSP/bidder to refer to pre-bid query no 175 for further details.
148	Annexures 10	Annexure 10 : Details of Existing Hardware Infrastructure, Existing Oracle licenses and Existing Virtual machines	Number of Custom Reports - What is the Reporting Tool used - XML/Discoverer or any other	The MSP/bidder to refer to pre-bid query no 175 for further details.
149	Annexures 10	Annexure 10 : Details of Existing Hardware Infrastructure, Existing Oracle licenses and Existing Virtual machines	Number of Approval workflows and customizations if any	The MSP/bidder to refer to pre-bid query no 175 for further details.
150	Annexures 10	Annexure 10 : Details of Existing Hardware Infrastructure, Existing Oracle licenses and Existing Virtual machines	Number of Notification customization	The MSP/bidder to refer to pre-bid query no 175 for further details.
151	Annexures 10	Annexure 10 : Details of Existing Hardware Infrastructure, Existing Oracle licenses and Existing Virtual machines	Is India localization extensively in use? Any major issues?	Yes . Major issues to be discussed with the MSP/bidder post award of the contract.

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
				Further, please refer to pre-bid query no 175 for further details.
152	Annexures 10	Annexure 10 : Details of Existing Hardware Infrastructure, Existing Oracle licenses and Existing Virtual machines	Number of integrations with External systems with names of the source system and usage - Method of Integrations - WEBADI if any - DB Link - File based - Payment Integrations with Banks SoA -Any other	The MSP/bidder shall have to undertake the assessment and obtained such information during As-is assessment scope of work. Further, please refer to pre-bid query no 175 for further details.
153	Annexures 10	Annexure 10 : Details of Existing Hardware Infrastructure, Existing Oracle licenses and Existing Virtual machines	Is the plan to move any 3rd Party Applications to Oracle Cloud? and if yes is it to part of this RFP Scope?	Yes all 3rd party applications shall also have to be moved to Oracle OCI except the application specified in sr no. 5 of Annexure 10 third party applications table. The existing list of 3rd party applications are provided in Annexure -10 of the RFP document. Please refer to answer to Pre-Bid query No.18 Further, please refer to pre-bid query no 175 for further details.
154	Annexures 10	Annexure 10 : Details of Existing Hardware Infrastructure, Existing Oracle licenses and Existing Virtual machines	Integrations with GSP if any	Yes. Further, please refer to pre-bid query no 175 for further details.
155	Annexures 10	Annexure 10 : Details of Existing Hardware Infrastructure, Existing Oracle licenses and Existing Virtual machines	Current JRE Versions	1.7 version. Further, please refer to pre-bid query no 175 for further details.
156	Annexures 10	Annexure 10 : Details of Existing Hardware Infrastructure, Existing	Any BI Solutions currently integrated with Oracle eBusiness Suite	The existing list of applications are provided in Annexure -10 of the RFP document.

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
		Oracle licenses and Existing Virtual machines		Further, please refer to pre-bid query no 175 for further details.
157	Annexures 10	Annexure 10 : Details of Existing Hardware Infrastructure, Existing Oracle licenses and Existing Virtual machines	Workflow Details - SMTP server (O3765 or Local Relay)	O365 Further, please refer to pre-bid query no 175 for further details.
158	Annexures 10	Annexure 10 : Details of Existing Hardware Infrastructure, Existing Oracle licenses and Existing Virtual machines	Any document available for Technical Architecture	The MSP/bidder is expected to assess the current environment during the as-is assessment scope of work. Architecture document and the further details for the same shall be provided by GMDC to the extent available with GMDC during the AS IS assessment phase. Further, please refer to pre-bid query no 175 for further details.
159	Annexures 10	Annexure 10 : Details of Existing Hardware Infrastructure, Existing Oracle licenses and Existing Virtual machines	APEX ----- Apex version ? Integration with Rest API/SOAP or Db-link ? Authentication ?- SSO/ AD/Custom Server ?- Apex Server Deployment- Weblogic/ Tomcat Any Printer setup for invoice print ? Process Doc available ? Technical design document available ?	1. Apex version- 23.1 2. Integration with Rest API/SOAP or Db-link - No 3. Authentication - SSO/ AD/Custom - Presently, it is local user database. For further details the MSP/bidder has to undertake the assessment during As-is assessment scope of work. 4. Server - Apex Server Deployment- WebLogic/ Tomcat – NA 5. Any Printer setup for invoice print – No 6. Process Doc available - Refer to answer to pre bid queries no. 158

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
				7. Technical design document available - Refer to answer to pre bid queries no. 158 Further, please refer to pre-bid query no 175 for further details.
160	Annexures 10	Annexure 10 : Details of Existing Hardware Infrastructure, Existing Oracle licenses and Existing Virtual machines	Dispatch System Document e-Royalty (interface with CGM portal) ? Document e-Way bill & e-Invoice (interface with GST portal) ? SMS Integration ? Interface Credentials ?	1.Dispatch System - APEX 2. Document e-Royalty (interface with CGM portal) - API, xml 3. Document e-Way bill & e-Invoice (interface with GST portal) - API, xml 4. SMS Integration - yes 5. Interface Credentials - The bidder's query is not clear. Further, please refer to pre-bid query no 175 for further details.
161	Annexures 10	Annexure 10 : Details of Existing Hardware Infrastructure, Existing Oracle licenses and Existing Virtual machines	Dynamic Allocation portal – Please share the Project delivery plans	The Portal is being implemented by GMDC appointed vendor and is expected to be live in January 2024. Further, please refer to pre-bid query no 175 for further details.
162	Annexures 10	Annexure 10 : Details of Existing Hardware Infrastructure, Existing Oracle licenses and Existing Virtual machines	How many Environments are planned in Cloud as currently Onprem there are 2 Environments Prod & Dev	The MSP shall submit detailed of Bills of Material for OCI cloud in consultation with GMDC and OCI during the AS IS assessment phase. Further, please refer to pre-bid query no 175 for further details.

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
163	Section 8	Security and Encryption of Information Stored and other database	Third party firewall configuration is required if yes which firewall is considered?	Existing firewall is of Fortinet. The MSP is expected to configure and undertake the O&M of OCI Firewall. Additionally, GMDC is in process for procuring SDWAN procurement with firewall. The procurement process for appointing the service provider for SDWAN work is under progress. However, coordination with the GMDC appointed SDWAN service provider will be in the scope of MSP in case of any issues in the EBS ERP to ensure uninterrupted availability of ERP for the business continuity.
164	Section 8	Security and Encryption of Information Stored and other database	Is any security features enabled on source database & application such as TDE,Vault.	Presently, there are no security features enabled on source database & application such as TDE,Vault.
165	Section 3	D. Application Security activities	Is Single sign-on is configured on source system or expected in OCI for EBS application	Presently Single sign-on is not configured. The MSP to suggest reasons for configuration on OCI cloud.
166	Section 3	D. Application Security activities	Any other integration with E-Business suite (SSO,mobile apps etc).	Present, 3rd party integrated applications are listed in Annexure 10 of the RFP.
167	Section 4	Timelines for project	Project timelines shall be 6 months	Please refer to answer to Pre Bid query No 50
168	Section 3	Part 3: Migration of Existing on Premises Data Center	Third party application will be migrated to OCI or will it remain on-prem If moved to OCI who will manage the same	The third-party application are to be migrated from on-premises to OCI. Please refer to answer to Pre Bid query no 18.
169	Section 3	Part 3: Migration of Existing on Premises Data Center	Is existing environmnet have Printer setups integrated with EBS	Presently there are no printer setups integrated with EBS.
170	Section 3	Part 3: Migration of Existing on Premises Data Center	Is EBS integrated with any other Oracle Products like OBIEE/SOA/IDM/Discoverer etc. if yes then which are those	No.

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
171	Section 7	SECTION VII: PAYMENT TERMS	Is part 4 payment considered annually instead of quarterly to calculate 35% for part 3 cost.	It is to be calculated cumulatively for all quarters for Part 4 payment. Please note, as per the RFP provisions, Total Service Fees for the Part 3 of the Scope shall not exceed the 35% of the total 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.
172		Clause 1.1		The definition of Contract Value/ Contract Price stands inserted: "It shall mean the approved cumulative Service Fees (without GST) for the all parts of the Scope of Work (i.e Part 1 to Part 7) except the Service Fees for the optional scope which are not awarded. The Contract Value shall be adjusted with additional values in case of certain scope items are repeated."
173	2.6 of section 8	Modification of Agreement		Following para stands inserted in the clause 2.6 of section 8 stands. ".....Without Prejudice to the provision stated in para hereinabove, Managing Director, GMDC shall have rights to take suitable decision and action in case of requirement to amend/ alter the Agreement conditions/ quantities of the work/ extension of the Contract Period/ allotment of additional quantities of work/ fees etc., if necessary, after considering the conditions prevailing at that time."

Sl. No.	Clause No.	Clause Description	Pre-Bid queries/ Clarification	Draft Response/ Addendum/ Corrigendum if any
174	Claue 7.1 (g) of section 8	“ within 60 days of notice”		The para stands amended as below. “..... within 30 days of notice”
175	Existing system details			Further, if the bidder/MSP wishes to visit GMDC office for more detailed understanding and obtaining information then the bidder/MSP may visit GMDC office from 11 th December 2023 to 19 th December 2023 during the office hours. In such case MSP/bidder shall intimate/inform in advance to GMDC through email at tenderit@gmdcltd.com for their visit date. If MSP/bidder wishes to undertake site visit for above purpose then MSP/ bidder shall bring the signed Non-Disclosure undertaking as per the Appendix 1 of this document.

Appendix 1

Annexure 16: Non-Disclosure Undertaking

(To be filled in by the bidder who visits GMDC to understand system details. It is to be signed by bidder's Authorized signatory only. The signed document shall be brought by the bidder while visiting GMDC for understanding existing system details and submitted in person during the visit to GMDC)

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

Sub: Non-Disclosure Undertaking for the information of existing system to be provided by GMDC for bidding purposes

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

I, _____, (name), _____(Designation), am the Authorised Signatory for _____ Company name with address is currently exploring the opportunity for bidding represented by the captioned RFP.

Whereas:

I/We had desired to seek more information to facilitate our preparation of the captioned bid which required a site visit to GMDC offices. GMDC has kindly agreed to this request. As part of the requirement of bidding documents and site visit, this undertaking is deemed necessary by GMDC and hence hereby furnished. The visit was undertaken by on : _____ (date) and the following members comprised of the visiting team :

1. _____
2. _____

I/We undertake to Gujarat Mineral Development Limited ("GMDC") that:

1. Subject to the terms of this Undertaking, I/We promise to keep confidential all information/data/documents provided to us or observed by us during the visit for understanding the existing Oracle ERP application and its services ("the Confidential Information").
2. I/We acknowledge that:
 - a) this Undertaking is given by I/We to GMDC in consideration for the confidential information and/ or any documents being made available to I/We for the understanding purposes only and not for any commercial purposes
 - b) all intellectual property in (or in any part of) the confidential information and/ or any documents is and will remain owned by GMDC; and
 - c) by reason of this Undertaking, no license or right is granted to I/We, or any other employee, agent, representative, officer, or member of [_____], or any person engaged by [_____] for the bidding purposes in relation to the confidential information and/ or any documents, except as expressly provided in this Undertaking.
3. I/We will:

Answer to Pre- Bid Queries and Corrigendum - 2

- a) only use the Confidential Information and/ or any documents for taking the primary understanding of the existing services of GMDC for the said RFP scope of work.
 - b) not use the Confidential Information as the final information from GMDC's side and use our own analysis, assumptions, and interpretations for developing an insightful understanding
 - c) be undertaking the existing system assessment again as a part of the project scope further to the details/documents shared with us by GMDC.
 - d) not disclose any of the Confidential Information to any other person.
 - e) establish and maintain security measures to safeguard the confidential information and/or any documents if shared from unauthorized access, use, copying, reproduction or disclosure and will protect the confidential information / documents using the same degree of care as a prudent person would use to protect their own confidential information.
4. Nothing in this Undertaking shall impose an obligation upon I/We in respect of information:
- a) that is in the public domain; or
 - b) that has been obtained by I/We otherwise than from GMDC;
- provided that the information is not in the public domain and/or has not been obtained by I/We by reason of, or in circumstances involving, any breach of this Undertaking, any other confidentiality undertaking in favor of GMDC for the Approved Purposes, or by any other unlawful means.
5. The obligations of confidentiality imposed by this Undertaking survive the destruction or delivery to GMDC the **confidential information** / any documents pursuant to undertaken visit.
6. I/We acknowledge that this Undertaking is governed by the law in force in Ahmedabad and I/We agree to submit to the non-exclusive jurisdiction of the court of that place.

Signed: _____

Dated: _____

Appendix 2: Schedule of Bidding

The Schedule of Bidding specified in amended Clause 1.6 of Corrigendum 1 Bid submission events stands amended as below.

Event Description	Clause as per Corrigendum 1	Amended Clause
Online Submission of Price Bid	The Price Bid is to be submitted online only at designated place on https://tender.nprocure.com 19/12/2023 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. A copy of instruments or information pertaining to it may be required to be submitted online at the time of submission of Price bid.	The Price Bid is to be submitted online only at designated place on https://tender.nprocure.com 05/01/2024 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. A copy of instruments or information pertaining to it may be required to be submitted online at the time of submission of Price bid.
Last Date and Time of Submission of Technical Bid, RFP Fees & EMD in Hard Copy	The Technical Bid is to be submitted offline, strictly before the due date for online submission of price bid but on or before 19/12/2023 up to 17:00 Hrs. at GMDC office situated at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052, by Speed Post/RPAD/Hand delivery/Courier in sealed cover duly super scribed as mentioned in the RFP.	The Technical Bid is to be submitted offline, strictly before the due date for online submission of price bid but on or before 05/01/2024 up to 17:00 Hrs. at GMDC office situated at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052, by Speed Post/RPAD/Hand delivery/Courier in sealed cover duly super scribed as mentioned in the RFP.
Opening of Technical Bid	On 19/12/2023 AT 18:00 Hrs. at GMDC office	On 05/01/2024 AT 18:00 Hrs. at GMDC office