ODISHA MINING CORPORATION LIMITED

(A GOLD CATEGORY STATE PSU)

Notice Inviting
Tender for

Engagement of an Service Provider for Migration of SAP System from Private Cloud to Private Cloud with Hosting and O&M Support

(through e-tendering)

Bid document No: OMC/e-Proc/CMC/81/2022 Dated 02.09.2022

Contents

E-procurement notice

Bid document No.: OMC/e-Proc/CMC/81/2022 Dated 02.09.2022

1	Work name	Engagement of Service Provider for Migration of SAP System from Private Cloud to Private Cloud with Hosting and O&M Support
2	Availability of tender documents on the e-tendering portal of Government of Odisha	03.09.2022 05:00 PM
3	Last date for sending queries to OMC	Date: 11.09.2022; queries may be sent by email to cmc@odishamining.in
4	Pre-bid meeting	Date: 12.09.2022; Time: 3:30 PM; Venue: Through Online Mode
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 16.09.2022
6	Bid Due Date	Date: 28.09.2022; Time: 4:00 PM
7	Opening of Techno-Commercial Bid	Date: 28.09.2022; Time: 5:00 PM
8	Opening of Price Bid	To be informed to the Technically Qualified Bidders
9	Tender Paper Fee (non-refundable) including GST	Amount: INR 5,900 (Rupees Five Thousand Nine Hundred only) including GST @18% Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
10	Earnest Money Deposit (EMD)	Amount: INR 3,60,000/-(Rupees Three Lakhs Sixty Thousands only) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)

All other details can be seen from the Tender Document available on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) and on the website of OMC (www.omcltd.in). OMC reserves the right to reject any or all bids without assigning any reason thereof.

Sd/-

Advisor (C&P)

Odisha Mining Corporation Ltd.

(A Gold Category State PSU)

Registered Office: OMC House, Bhubaneswar-751001

Tel: 0674 2377509, 2377488

Schedule for the Tender

Sl. No.	Parameter	Name
1	Date of publication of NIT	02.09.2022
2	Availability of tender documents on the e-tendering portal of Government of Odisha	03.09.2022 05:00 PM
3	Last date for sending queries to OMC	Date: 11.09.2022; queries may be sent by email to cmc@odishamining.in
4	Pre-bid meeting	Date: 12.09.2022; Time: 3:30 PM; Through Online Mode
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 16.09.2022
6	Bid Due Date	Date: 28.09.2022; Time: 4:00 PM
7	Opening of Techno-Commercial Bid	Date: 28.09.2022; Time: 5:00 PM
8	Opening of Price Bid	To be informed to the Technically Qualified Bidders by appropriate means

Data Sheet

Sl. No.	Parameter	Name
1	Name of tender	Engagement of an Service Provider for Migration of SAP System from Private Cloud to Private Cloud with Hosting and O&M Support
2	Type of tendering	Open tendering
3	Mode of tendering	e-tender
4	E-tender site	www.tendersodisha.gov.in
5	Tender Paper Fee (non-refundable) including GST	Amount: INR 5,900 (Rupees Five Thousand Nine Hundred only) including GST @18% Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
6	Earnest Money Deposit (EMD)	Amount: INR 3,60,000/-(Rupees Three Lakhs Sixty Thousands only) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
7	Amount of Performance Security	10% of the Annual Contract value (excluding taxes) Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure 8
8	Nodal Officer	Name: Ashok Kumar Mishra, Sr. Manager (IT) Phone No.: 0674-2377490 e-mail: akmishra@odishamining.in
9	Address of the OMC Limited	OMC House, P.O. Box No.34 Bhubaneswar - 751 001 Odisha, India
10	Bid document No.	OMC/e-Proc/CMC/81/2022 Dated 02.09.2022

Disclaimer

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

1.2   This Bid document includes statements, which reflect various assumptions and assessments arrived at by OMC. Such assumptions, assessments and statements do not purport to contain all the information that a Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for OMC to consider the particular needs of each party who reads or uses this Bid document. The assumptions, assessments, statements and information contained in the Bid document may not be complete, accurate, adequate or correct. Each Bidder must, therefore conduct its own due diligence and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid document and obtain independent advice from appropriate sources.

1.3   Information provided in this Bid document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

1.4   OMC, its employees and its consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this Bid document, or any matter deemed to form part of this Bid document, or arising in any way in relation to this Bidding Process.

1.5   Neither OMC nor its employees or its consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid document. OMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid document.

1.6   The Bidder should confirm that the Bid document downloaded by them is complete in all respects including all annexures and attachments. In the event the document or any part thereof is mutilated or missing, the Bidder shall notify the Nodal Officer immediately in writing.

1.7   If no intimation is received within the last date for submission of Pre-Bid queries, it shall be considered that the Tender Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Tender Documents.

1.8   No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain the complete set of Tender Documents.

1.9   This Bid document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom it is issued. This Bid document shall not be copied or distributed by the recipient to third parties (other than, to the extent required by Applicable Law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this Bid document). In the event after the issue of the Bid document, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this Bid document and the information contained herein shall be kept confidential by such party and its professional advisors at all times.

1.10   OMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in this Bid document at any time during the Bidding Process. All such changes shall be uploaded on the e-procurement portal of the Government of Odisha and on the website of OMC. It is the duty of Bidders to visit the e-procurement portal and the website of OMC regularly and keep themselves updated on the Bidding Process and any communication made in relation to the Bidding Process.

1.11   The Bidders or any third party shall not object to such changes/modifications/additions/alterations as provided in Clause 3.10 above, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by OMC. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of OMC with respect to this Bid document.

1.12   The Bidder shall not make any public announcements with respect to the Bidding Process, this Bid document and/or the Bidding Documents. Any public announcements

to be made with respect to the Bidding Process or this Bid document shall be made exclusively by OMC. Any breach by the Bidder of this Clause shall be deemed to be in non-compliance with the terms and conditions of this Bid document and shall render the Bid liable for rejection. OMC's decision in this regard shall be final and binding on the Bidder.

1.13   By responding to the Bid document, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the Bid document. The Bidder hereby expressly waives any and all claims in respect thereof.

1.14   The Bid is not transferable.

Abbreviations

AMC	Annual Maintenance Contract
BG	Bank Guarantee
BOQ	Bill of Quantity
DSC	Digital Signature Certificate
EFT	Electronic Fund Transfer
EMD	Earnest Money Deposit
ESI	Employee's State Insurance
FoR	Freight on Road
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
GTE	General Technical Evaluation
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee / legal tender currency of India
ISI	Indian Standards Institute
ISO	International Organization for Standardization
IT	Income Tax
ITC	Input Tax Credit
JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LoA	Letter of Award
MICR	Magnetic Ink Character Recognition
MSE	Micro & Small Enterprises
MSME	Micro, Small & Medium Enterprises
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
OMC	Odisha Mining Corporation
PAN	Permanent Account Number
PSU	Public Sector Undertaking
RfP	Request for Proposal
RTGS	Real Time Gross Settlement
SBI	State Bank of India
SCC	Special Conditions of Contract
SO	Service Order
TIA	Tender Inviting Authority

Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

1.15 "Applicable Laws" means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either OMC or to the Bidders;

1.16 "Authorized Signatory" shall have the meaning as set forth in Clause 8.5;

1.17 "Bid" means the documents submitted by a Bidder pursuant to this Bid document, including the Techno-Commercial Bid along with any additional information/clarifications required/ sought by OMC and the Price Bid, submitted strictly in the formats provided by OMC. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by OMC;

1.18 "Bidder" designates the legal entity which has made a proposal, a tender or a bid with the aim of concluding a Service Order / Agreement with OMC;

1.19 "Bidding Process" means the process governing the submission and evaluation of the Bids as set out in the Bid document itself;

1.20 "Bid Due Date" shall mean the last date for submission of bids, as given in the Schedule for the Tender. No bids shall be accepted in the e-procurement portal after the Bid Due Date;

1.21 "Bid Validity Period" shall have the meaning given to it in Clause 8.8;

1.22 "EMD" means the amount submitted by a Bidder to OMC for participating in the Bidding Process, in terms of Clause 8.7;

1.23 "Financial Criteria" shall have the meaning given to it in Clause 7.2;

1.24 "Financial Year" means the 12 months period from 1st April to 31st March corresponding to the audited annual accounts;

1.25 "Letter of Award (LoA)" means the written official intimation by OMC notifying the Selected Bidder that the work has been awarded in its favour as per the terms and conditions mentioned therein;

1.26 "Net Worth" shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;

1.27 "Notice Inviting Tender" or "Bid document" or "RfP document" or "Tender Paper" or "Tender Documents" or "Tender" or "Bid Documents" means documents issued by OMC vide Bid document No. OMC/e-Proc/CMC/81/2022 Dated 02.09.2022 for Engagement of an Service Provider for Migration of SAP System from Private Cloud to Private Cloud with Hosting and O&M Support and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:

a) This Bid document;

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

1.28 "OMC" means Odisha Mining Corporation Limited having its registered office at Bhubaneswar – 751 001, Odisha including its successor and assignees or its representatives;

1.29 "Pre-bid Meeting" means Pre-bid meeting to be held as per the schedule indicated in the Schedule for the Tender hereof;

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

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

1.32 "Revised Price Bid" shall have the meaning given to it in Clause 8.21.1; <to be kept in case of L1 selection only>

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

1.34 "Successful Bidder" shall have the meaning given to it in Clause 8.22;

1.35 "Technical Criteria" shall have the meaning given to it in Clause 7.1;

1.36 "Technically Qualified Bidder" means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of OMC as per terms and condition of the Bid document and is qualified for opening of its Price Bid;

1.37 "Techno-Commercial Bid" means proposal submitted by the Bidder in accordance with Clause 8.15.1;

1.38 "Tender Paper Fee" shall have the meaning as set forth in Clause 8.6;

1.39 "Turnover" shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

All other capitalized words not defined herein shall have the same meaning as ascribed to them in the Bid document. Terms and expressions not defined anywhere in the Bid Documents shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and/or in General Clauses Act, 1897.

Scope of Services

1.40 The selected Service Provider shall provide the following services to OMC:

1.40.1. To migrate OMC's SAP infrastructure from SAP Application with HANA Database to other suitable private cloud, Minimizing the impact on OMC's business process.

1.40.2. Provide Infra and SAP Application-level technical support for 5 years (Basis administration with 000 client and OS).

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

1.42 The "General Conditions of Contract-Services" as enclosed in the tender at Annexure-1 shall form an integral part of the Bid document and will also form a part of the Agreement placed against this tender.

Eligibility Criteria

The Bidders eligible to participate in this tender should fulfill the following Criteria:

#	Criteria	Required Documents
7.1	Technical Criteria	
A	The Bidder must have experience of having successfully executed similar work during the last 5 (five) years, which shall be either of the following: i) Three similar completed Services of value not less than 72 Lakhs each OR ii) Two similar completed Services of value not less than 90 Lakhs each OR iii) Single similar completed Service of value not less than 1.44 Crores Note: a. "Similar completed Services" shall mean the Bidder should have successfully executed the projects of Migration of SAP ECC on HANA System from on-premise to Cloud or cloud to other cloud and provided support on both infrastructure & application Applicable 5 (five) years shall be preceding five financial years excluding the financial year of floating of the Tender (i.e. FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22)	Self-attested copies of a) Relevant contracts or work orders or agreements containing the scope of services, the value of the contract or work order or agreement; and b) Completion certificate from their clients/employers, regarding successful completion of the services c) In case value of the contract is not mentioned in the contract or work order or agreement, then the value must be mentioned in the completion certificate issued by the client/ employers
B	The bidder should be a SAP Gold or Platinum partner and have valid SAP partnership certificate/agreement as on the date of tender publication	copy of such certificate / agreement.
C	The bidder should have on its payroll i. at least 4 (four) SAP certified professionals having at least 5 years of experience. Out of 4 professionals, at least 2 professionals should be SAP HANA2.0 migration certified consultant.	Copy of the certification for SAP / Linux Administration / Network administration along with Relevant CV of professionals as per Annexure-11 and PF statement of the Bidder

#	Criteria	Required Documents
	The professionals should have experience in SAP administration along with hands-on experience in migration (Homogeneous and Heterogeneous), EHP Upgrade, System Copy, HANA administration, SYBASE DB administration, etc. ii. At least 1 (one) professional with minimum 3 years' experience in Linux administration iii. At least 1 (one) professional with minimum 3 years' experience in Network administration	
7.2	**Financial Criteria** i. Average financial turnover of the Bidder during last 3 (three) financial years should be at least 50 Crores ii. Net worth of the Bidder during the last 3 (three) financial years shall be positive as per audited balance sheet iii. Bidder should submit a solvency certificate issued by any Nationalized/ Scheduled Commercial Bank for an amount at least Rs. 78, 00,000/- (INR Seventy-Eight Lakhs Only). The certificate should not be dated earlier than three months from the Bid Due Date. **Note:** Applicable 3(Three) years - FY 2018-19, FY 2019-20 and FY 2020-21	i. Copies of audited financial statements ii. Solvency Certificate Issued by any Nationalized / Scheduled Commercial Bank
7.3	Other Criteria	
7.3.1	The Bidder can be either i) a Company (Private or Public), or ii) a registered partnership firm, or iii) an LLP firm	Copies of a) Company (Private or Public) • Certificate of Incorporation

#	Criteria	Required Documents

		• Memorandum of Association
		• Articles of Association
		b) Registered partnership firm
		  • Registration certificate
		  • Deed of Partnership
		c) LLP firm
		  • Certificate of Incorporation
		  • Deed of Partnership

7.3.2	The Bidder should have valid PAN and GSTIN registration	▪ Copy of PAN ▪ Copy of GST registration certificate – REG 06
7.3.3.	The Bidder should not have been banned/blacklisted by OMC or any government agency or any PSU as on the date of submission of Bid	Affidavit to this effect, as per the format given in Annexure 5
7.3.4	Tender Paper Fee, EMD amount and Power of Attorney	a) Proof of payment of Tender Paper Fee; Please refer to Clause 8.6 for further details b) Proof of payment of EMD; Please refer to Clause 8.7 for further details. c) Power of Attorney (as per the format given in Annexure 3) in favor of the Authorized Signatory of the Bidder who shall also be the DSC holder. Please refer to Clause 8.5 for further details
7.3.5	The Bidder whose Contract/Agreement with OMC had been terminated /failed to perform will not be eligible to participate in the bidding.	Decision of OMC in this regard is final & binding on all such entities

Note

a. The value of the contracts or work orders or agreements to be considered shall be exclusive of all taxes and duties.

b.   The word delivered means that the Bidder ought to have completed the scope of services in the technical capacity above, even if the total contract or Work Order is not completed/ closed. However, Bidder ought to have completed the entire range of services as specified in the Bid document, even if the total Contract is not completed/closed. The Bidder shall also be required to submit a part completion certificate which should clearly indicate the value and the completed portion (physical progress) of the work (which should satisfy requirement of the Bid document). The part completion certificate shall also highlight if the part performance/ progress of the work of the Bidder with respect to the services under consideration, was satisfactory or not.

c.   The technical experience as a sub-contractor to a main agency in a project/Contract awarded by the Competent Authority of principal employer may be considered subject to the condition that the detailed Contract/Work Order covers the entire range of services as mentioned in the Bid document. Following documents shall be furnished by the sub-contractor

   1.   Relevant contracts and Work Orders with the main agency containing the scope of services and the value of the contract or Work Order; and
   2.   Completion certificate issued by the Competent Authority/ statutory auditor of the principal employer in favor of the main agency showing due completion of the package.

d.   Bidding in the form of a consortium is **NOT** allowed.

Instruction to Bidders

1.43 The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in.) This is a onetime activity for registering on the Government website. During registration, the Bidders will be required to attach a Digital Signature Certificate (DSC) to the Bidder's unique user ID. The DSC used should be of appropriate class (Class II or Class III) issued from a registered Certifying Authority. The registration of Bidders on the portal shall be free of cost. The registration shall be in the name of the Bidder, whereas the DSC holder shall be the duly Authorized Signatory of the Bidder.

1.44 The tender documents shall be available on the state e-procurement portal (www.tendersodisha.gov.in) and the website of OMC (www.omcltd.in). There shall be no sale of hard copies of the tender documents. Tenders can be accessed by the prospective Bidders at the above websites and may be downloaded by them free of cost. However, the Tender Paper Fee shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.

1.45 E-tendering process is mentioned in Chapter 10.

1.46 The bids are to be submitted in two covers, consisting of: (i) **Techno-Commercial Bid (under Cover I)** and (ii) **Price Bid (under Cover II)**. Both the Techno-Commercial Bid and the Price Bid have to be submitted on the e-procurement portal of the Government of Odisha.

1.47 The Authorized Signatory of the Bidder shall be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder. The format for the Power of Attorney is given in Annexure 3 of this Bid document. Each page of all scanned documents submitted as part of the Techno-Commercial Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.

1.48 Tender Paper Fee

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

1.48.2. The Bidders, who are exempted to deposit Tender Paper Fee due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit Tender Paper Fee claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.

1.49   Earnest Money Deposit (EMD)

1.49.1. Bidders as part of their Techno-Commercial Bid shall have to submit an Earnest Money Deposit; the amount of the EMD is indicated in the Data Sheet.

1.49.2. Mode of Payment:
The EMD shall be payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in).
For the avoidance of doubt, it is clarified that OMC shall not be liable to pay any interest on the EMD deposit so made and the same shall be interest free.

1.49.3. Return of EMD:
The EMD of the technically disqualified Bidders shall be returned after declaration of the list of such technically qualified Bidders in the portal. The EMD of other unsuccessful Bidders shall be refunded after signing of the Agreement with the Successful Bidder. The return of the EMD shall be in the form of bank transfer to the account of the Bidder through the e-procurement portal of the Government of Odisha.

1.49.4. The Bidders, who are exempted to deposit EMD amount due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit EMD amount claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.

1.49.5. The EMD of the Selected Bidder shall be returned upon the Selected Bidder furnishing the Performance Security.

1.49.6. Forfeiture of EMD: The EMD shall be forfeited and appropriated by OMC as a genuine pre-estimated compensation and damages payable to OMC for, inter alia, the time, cost and effort of OMC without prejudice to any other right or remedy that may be available to OMC hereunder, or otherwise, under the following conditions:

i) if any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent, or is a case of any material misrepresentation of facts at any point of time during the bid evaluation process;

ii) if the Selected Bidder fails to acknowledge and return to OMC a signed copy of the LoA or Agreement within the timeframe allowed by OMC;

iii) if the Selected Bidder fails to submit the Performance Security within the timeframe allowed by OMC;

iv) if a Bidder withdraws its bid before completion of the bidding process during the bid validity period, except as provided in Clause 8.8;

v) If the Bidder has otherwise committed any breach of the terms of this Bid document;

vi) in case the Selected Bidder, does not comply with the requirements of the Price Bid;

vii) in case the Techno-Commercial Bid of a Bidder contains any information on the Price Bid of the Bidder;

1.49.7. In case of cancellation of the tender before bid opening date and time, the EMD shall be refunded to respective Bidder's account.

1.50 Bid validity period: The bid shall initially remain valid and binding on the Bidder for at least 180 (one hundred and eighty) days from the Bid Due Date, as given in the Schedule for the Tender. Any bid with a shorter validity period shall be rejected by OMC. Under exceptional circumstances, OMC may in writing request the Bidders to extend the bid validity period of their bids. In case the Bidder refuses the request of OMC to extend its bid, the EMD of such Bidder will be returned to the Bidder. However, such bids will not be evaluated further.

1.51 Issue of clarifications: Bidders may also send their queries by email to the Nodal officer; queries received after the last date for sending queries (as per the Schedule for the Tender) may not be considered by OMC. The responses to the queries received shall be published by OMC on its website and also on the e-procurement portal of the

Government of Odisha and the same shall also be considered to be a part of the tender documents; however, the source of queries shall not be mentioned.

1.52   Issue of corrigendum / amendment: At any time prior to the Bid Due Date, OMC may at its own initiative or in response to a query or clarification requested by a prospective Bidder if found appropriate, issue a corrigendum/ amendment to the tender documents, which shall be available for download on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be part of the tender documents. In order to give Bidders reasonable amounts of time to take into account such corrigendum / amendment, OMC may at its own discretion also extend the Bid Due Date.

1.53   Extension of Bid Due Date: OMC may, at its discretion, extend the Bid Due Date which shall be related as an act of amendment of this Bid document.

1.54   Acknowledgement by the Bidder: It shall be deemed that by submitting its bid, the Bidder has:

i)   made a complete and careful examination of the tender documents, including the proforma agreement;

ii)   received all relevant information requested from OMC;

iii)   accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of OMC relating to any of the matters related to this tender or otherwise;

iv)   satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents including the contract (to be signed with OMC) and performance of all of its obligations thereunder;

v)   acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from OMC;

vi)   agreed to be bound by the undertakings provided by it under and in terms; and

OMC shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender documents or the bidding process, including any error or mistake therein or in any information or data given by OMC.

1.55   Right to accept or reject any/ all bids: Notwithstanding anything contained in the Bid document, OMC reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons, thereof. Further OMC reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the signing of Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for OMC's action. Decision of OMC shall be final and binding in this regard. OMC reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.

1.56   Language of the bid: The bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.

1.57   Bid to be submitted by Bidders: The bid to be submitted by Bidders shall consist of the Techno-Commercial Bid and the Price Bid.

1.57.1. Techno-Commercial Bid: Bidders shall have to submit their Techno-Commercial Bid on the e-procurement portal of the Government of Odisha. The Techno-Commercial Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Techno-Commercial Bid shall contain no information on the Price Bid of the Bidder. The Techno-Commercial Bid shall consist of the following:

    i)   Documents Supporting Eligibility Criteria (Refer Chapter 7)

    ii)   Techno-Commercial Bid checklist as per Annexure 6

    iii)   Mandate Form for Bank payment through e-mode as per Annexure 7

iv)   Documents towards fulfillment of Technical Scoring criteria as per Clause 8.19.6

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

1.58   Material deviation

1.58.1. Bids shall be liable for rejection in case of material deviation, that shall include, inter alia, the following:

    i)   The Techno-Commercial Bid or any accompanying document or Price Bid submitted by the Bidder is not in accordance with the formats given in this tender document.

    ii)   The Techno-Commercial Bid is not accompanied by all the documents required to be submitted in terms of this tender document as per Clause 8.15.1

    iii)   It does not contain all the information (complete in all respects) as requested in this tender document (in accordance with the formats provided in this tender document);

    iv)   The Techno-Commercial Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).

    v)   The Techno-Commercial Bid or Price Bid submitted by the Bidder is conditional or qualified.

    vi)   The bid submitted by the Bidder is not valid for the minimum bid validity period, as per Clause 8.8.

    vii)   It is otherwise substantially/ materially in deviation of the terms and conditions of the tender document.

1.58.2. OMC may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. OMC may request that the Bidder submit information or documentation, within a reasonable period of time (Refer Clause 8.19.3), to rectify nonmaterial nonconformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request of OMC by the date specified therein, may result in the

rejection of its Bid. OMC, however, is not bound to waive such non-conformity under this Clause 8.16.2.

1.59   Bid preparation cost: The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and OMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1.60   Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule indicated in Schedule for the Tender.

1.61   Evaluation of Techno-Commercial Bids:

1.61.1. The Techno-Commercial Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Techno-Commercial Bid is one that conforms to all the terms, conditions and specifications of the tender documents without any material deviations (as defined in Clause 8.16), objections, conditionalities or reservations.

1.61.2. A Techno-Commercial Bid which is not substantially responsive, may be rejected by OMC, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 8.16.

1.61.3. If required, OMC may ask Bidders to provide clarifications on the uploaded documents provided in the Techno-Commercial Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other documents of historical nature during Technical Evaluation of the tender. Non submission of legible documents may render the bid nonresponsive. The authority inviting bid reserves the right to accept any additional document. Such clarifications shall be submitted by the Bidder in the Upload Shortfall document section of the e-procurement portal or shall be submitted through email. The Bidders shall be allowed a maximum time period of 3 (three) working days for uploading on the e-procurement portal/ submitting the requisite shortfall documents through email. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD. No modification of the bid or any form of communication with OMC or submission of

any additional documents, not specifically asked for by OMC will be allowed and even if submitted, they may not be considered by OMC.

1.61.4. The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Chapter 7) and other requirements of the tender, such as submission of all the requisite documents as listed in Clause 8.15.1.

1.61.5. The Techno-Commercial Bids which fulfill the above criteria shall be evaluated further in accordance with the scoring criteria given in Clause 8.19.6 and a Technical Marks shall be assigned to each such Techno-Commercial Bid. Techno-Commercial Bids which do not fulfill the above criteria shall not be evaluated further and shall not be considered to be a technically qualified bid. Techno-Commercial Bids which fulfill the above criteria and which receive Technical Marks of 70 (seventy) or higher out of 100 shall be considered to be technically qualified bids.

1.61.6. The Technical Scoring criteria is specified below:

Sl. No.	Criteria	Maximum score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
1	**Experience of the firm**	70		
1A	SAP Certified Gold or Platinum Partner	20	Gold Partner – 10 Marks Platinum Partner – 20 Marks	Relevant Certificate
1B	Number of projects successfully completed in the area of SAP HANA System Migration from on-premise to Cloud or cloud to other cloud & support in last five years i.e. . FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22	20	4 marks for each eligible project, maximum 5 Projects	Relevant contract and completion certificate issued by the client
1C	Number of Certified Professionals on Payroll	30		
a	SAP Certified Professional	20	i. 50 to 100 SAP professionals: 5 Marks ii.100 to 150 SAP	The professionals should be on the payroll of the bidder. Relevant CV, SAP Certificates &

Sl. No.	Criteria	Maximum score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
			professionals: 10 Marks iii. 150 to 200 SAP professionals: 15 marks iv. >200 SAP professionals: 20 marks	PF Statement.
	b. Certified Linux Administrator	5	0.5 Marks for each professional, Maximum 10 Professional	The professionals should be on the payroll of the bidder. Relevant CV, Certificates & PF Statement
	c. Certified Network Administrator	5	0.5 Marks for each professional, Maximum 10 Professional	The professionals should be on the payroll of the bidder. Relevant CV, Certificates & PF Statement
2	**Financial strength, etc**	**20**		
	Average financial turnover of the Bidder during last 3 (three) financial years should be at least 20 Crores **Note:** Applicable 3 (Three) years - FY 2019-20, FY 2020-21 and FY 2021-22	20	4 Marks for 50 Crores Turnover, 1 mark for every additional 20 Crores. Maximum 20 Marks	a) Copies of audited financial statements b) In case the audited financial statements of the last financial year is not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor
3	The bidder should have valid software development methodology certificate.	**10**	CMM Level-3: **5 Marks** CMM Level 5: **10 Marks**	Relevant CMM certificates.
Technical Marks		**100**		

1.62   Opening and Evaluation of Price Bids

1.62.1. The date and time of opening of the Price Bids shall be communicated to the technically qualified Bidders in writing by e-mail from the portal; the Price Bids of only technically qualified Bidders shall be opened. A comparative statement shall be prepared detailing each price component in the bid and including all components of the Price Bid, as per Clause 8.15.2.

1.63   Selected Bidder: The Bidder who submits the lowest Price Bid shall be the Selected Bidder. The Selected Bidder shall be issued the LoA. OMC reserves the right to negotiate the price with the Selected Bidder before issue of the LoA. The Selected Bidder shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within a period of 15 (fifteen) days of issue thereof, along with submission of the Performance Security, failing which the issued LoA may be cancelled and EMD of the Selected Bidder shall be forfeited by OMC. In such a case, OMC reserves the right to approach the technically qualified Bidder(s) who has submitted the next lowest Price Bid and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of this Clause 8.21.

1.63.1. Tie-Bidders:
In the event that 2 (two) or more technically qualified Bidders (the "Tie Bidders") have submitted the lowest identical Price Bids, the Bidder with the highest Technical Marks shall be considered as the Selected Bidder.

1.64   Signing of Agreement: Within 7 (seven) days of receipt of the signed copy of the LoA, along with the Performance Security, the Agreement shall be signed by the Selected Bidder, failing which the Performance Security shall be forfeited and appropriated by OMC. In such a case, OMC reserves the right to approach the technically qualified Bidder(s) who has submitted the next lowest Price Bid and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of Clause 8.21. Upon signing of the Agreement, the Selected Bidder shall be considered to be the "Successful Bidder". The pro-forma of the Agreement is provided in Annexure 2A hereof. Post signing of the Agreement, OMC shall issue Service Order(s) to the Successful Bidder.

1.65   Performance Security: The formula for calculating the amount of the Performance Security is indicated in the Data Sheet. The Selected Bidder shall submit the Performance Security at the Head Office, OMC upon issue of LoA within a period of 15 (fifteen) days. Performance Security shall be in the form of a Bank Guarantee from any Nationalized/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure 8 or in the form of demand draft from a scheduled

commercial bank and payable in Bhubaneswar, Odisha. Performance Security in the form of BG should be operable for invocation at any Nationalized/ Scheduled bank at Bhubaneswar.

The Performance Security shall be valid for the entire contract period. The Performance Security shall be released on completion of the scope of services and shall be released after a period of 60 (sixty) days post completion of the scope of services, as evidenced by issue of completion certificate by OMC designated officer/ key contact for this contract.

Additional Instructions to Bidders

1.66   Pre-bid meeting:

A pre-bid meeting shall be organized by OMC; the date and time of the pre-bid meeting is indicated in the Schedule for the Tender. Bidders wishing to attend the pre-bid meeting should inform OMC by email (Refer Data Sheet), along with the names and email ids of the officials/ representatives of the Bidder who would be attending the meeting, at least 1 (one) working days before the pre-bid meeting. OMC shall then send the invite for the pre-bid meeting to the email-ids that OMC would be receiving.

However, attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of two officials/ representatives from each Bidder may attend the pre-bid meeting. All costs of the Bidder related to attending the pre-bid meeting shall be borne by the Bidder.

Additional Information on E-tendering process

1.67 The e-tendering process shall be held on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in). All the steps involved starting from hosting of tenders till determination of the Selected Bidder shall be conducted online on the e-procurement portal.

1.68 The Bidder will have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions including commercial and general terms and conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed / accepted.

1.69 The Bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action and this includes forfeiture of EMD and cancellation/termination of contract/Agreement.

1.70 The Bidder will submit their Techno-Commercial Bid and Price Bid on-line. The Bidders will have to upload a scanned copy of the Techno-Commercial Bid in Cover-I; the Price Bid is to be submitted in Cover-II.

1.71 Procedure for bid submission and payment of Tender Paper Fee and EMD

1.71.1. Log on to e-procurement portal: The Bidders have to log onto the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) using their digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Then the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.

1.71.2. Uploading of the Techno-Commercial Bid and the Price Bid: The Bidders have to upload the required Techno-Commercial Bid and the Price Bid, as mentioned in the tender document and in line with the Works Department office memorandum no.7885, dated 23 July 2013.

1.71.3. Payment of Tender Paper Fee and EMD: Tender Paper Fee and EMD shall be paid using a single banking transaction. The Bidders have to select and submit the bank name as

available in the payment options. A Bidder shall make electronic payment using his/her internet banking enabled account with designated banks or their aggregator banks. The payment gateways of the designated banks (State Bank of India/ ICICI Bank, HDFC Bank) are integrated with the e-procurement portal. A Bidder having account in other banks can make payment using NEFT/RTGS facility of designated banks. Online NEFT/RTGS payment can be done using internet banking of the bank in which the Bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

Only those Bidders who successfully remit their EMD on submission of bids would be eligible to participate on the tender/bid process. The Bidders with pending or failure payment status shall not be able to submit their bid. Tender Inviting Authority, State Procurement Cell, NIC and the designated Banks shall not be held responsible for such pendency or failure.

1.71.4. Bid submission: Only after receipt of intimation at the e-procurement portal regarding successful transaction by Bidder, the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.

1.71.5. System generated acknowledgement receipt for successful bid submission: System will generate an acknowledgement receipt for successful bid submission. The Bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.

1.71.6. Settlement of EMD on submission of bids: The Bank will remit the Earnest Money Deposit on cancellation of bids to respective Bidder's account as per direction received from Tender Inviting Authority through e-procurement system.

1.71.7. Forfeiture of EMDs: The forfeiture of EMD on submission of bid of defaulting Bidder may be occasioned for various reasons. In case the EMD Deposit on submission of bid is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the Tender Inviting Authority, i.e. OMC.

1.72 Technical Parameter Sheet: The Technical Parameter Sheet containing the technical specification parameters for each tendered item will be in Excel format (or any other format) and will be uploaded by OMC during tender creation. This will be downloaded by the Bidder and all the required information on this file shall be furnished by the Bidder during bid submission. Thereafter, the Bidder will upload the same file during bid submission in the General Technical Evaluation (GTE). In case the Technical Parameter

Sheet is incomplete and not submitted as per the instructions given, the bid shall be summarily rejected by OMC without any further reference to the Bidder.

1.73   Price Bid: The price bid containing the bill of quantity will be in Excel format (or any other format) and will be uploaded by OMC during tender creation. This will be downloaded by the Bidder and will be used to quote the Price Bid, inclusive of all taxes & duties etc. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The L1 price will be decided for module as stipulated in the tender. The Price Bid of the Bidders will have no conditions. The Price Bid which is incomplete and not submitted as per the instructions given shall be summarily rejected by OMC without any further reference to the Bidder.

1.74   Modification of bids: Modification of the submitted bid shall be allowed online only before the Bid Due Date. A Bidder may modify and resubmit the bid online as many times as he may wish. Bidder may withdraw only once its Bid online within the end date of Bid submission.

1.75   Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule given in the Schedule of Tender. The Techno Commercial bids (Cover-I) will be decrypted on-line and will be opened by the designated bid openers of OMC with their Digital Signature Certificates. The Techno-Commercial Bids shall be opened as per the schedule, irrespective of the number of bids received. Even in case of receipt of single bid, the Techno-Commercial Bid shall be opened for evaluation. In case no bids are received, the tender shall be automatically cancelled with approval of the competent authority of OMC.

1.76   Evaluation of Techno-Commercial Bids: The Techno-Commercial Bids shall be evaluated in terms of Clause 8.19. If required, OMC may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3 (three) working days. The Bidders will get this information on their personalized dash board under "Upload shortfall document/information" link. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD or the Tender Paper Fee. No modification of the bid or any form of communication with OMC or submission of any additional documents which are not specifically asked for by OMC, will be allowed and even if submitted, they will not be considered by OMC. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the Bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents and in the

Upload Shortfall document section of the e-procurement portal within the specified period and no additional time will be allowed for submission of the clarifications/ documents. In case of any failure of the Bidder to submit the requisite documents within the allowed timeframe, OMC shall proceed to evaluate its Techno-Commercial Bid without any further reference to the Bidder.

1.77   Based on the evaluation of the Techno-Commercials Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded, along with the date and time of opening of Price bid in the portal and such Bidders shall also be informed through system generated e-mail and SMS alert. The Price Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of OMC with their Digital Signature Certificates. The Bidders may view the price bid opening online remotely on their personalized dash board under the link "Bid Opening (Live)" and can see the Price Bid /BOQ submitted by all shortlisted Bidders.

1.78   A comparative statement of the Price Bids shall be generated by the e-procurement system. The same shall be downloaded and will be signed by the officers of OMC opening the Price Bids and submitted to the competent authority of OMC for approval and further necessary action. The comparative statement shall also be viewable to the participating Bidders whose Price Bids were opened. In case of tie bids, the same shall be dealt with in terms of Clause 8.21.

1.79   Upon approval and completion of the due process of OMC, the Selected Bidder shall be issued the LoA in terms of Clause 8.21. The LoA shall be sent through registered/ speed post to the office address of the Selected Bidder; a scanned copy of the Agreement/Service Order shall also be uploaded on the e-procurement portal.

1.1

Annexure 1: General Conditions of Contract-Services

1.   Definitions

In the interpretation of the Contract and the general and special conditions governing it, unless the context otherwise requires:

1.1.   "Contract Price" or "Contract Value" shall mean the price payable to the Service Provider under the Service Order / Agreement for the full and proper performance of his contractual obligations;

1.2.   "Service Order" or "Contract" or "Agreement" shall mean the Service Order / Agreement and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto;

1.3.   "Site" shall mean the place or places named in the Service Order / Agreement or such other place or places at which any work has to be carried out as may be approved by the OMC;

1.4.   "Service Provider" or "Contractor" shall mean a firm or company with whom the Service Order / Agreement is placed and shall be deemed to include the supplier in successors (approved by OMC) representatives, heirs, executors, administrators and permitted assignee as the case may be;

1.5.   "Services" means the services specified in the Service Order which the Service Provider has agreed to supply under Service Order / Agreement;

2.   Scope of Services

2.1.   Scope of Services shall be as defined in the Special Conditions of Contract and Annexure thereto.

3.   Instructions, Direction & Correspondence

A)   All instructions and orders to Service Provider shall, excepting what is herein provided, be given by OMC.

B) All the work shall be carried out under the direction of and to the satisfaction of OMC.

C) All communications including technical/commercial clarifications and/or comments shall be addressed to OMC shall always bear reference to the Service Order / Agreement.

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

E) The Service Order / Agreement number shall be shown on all challans / invoices, communications, packing lists, containers and bills of lading (as applicable), etc.

4. Service Order / Agreement Obligations

4.1. If after award of the LoA, the Service Provider does not acknowledge the receipt of award or fails to furnish the Performance Security within the prescribed time limit (as the case maybe), the OMC reserves the right to cancel the LoA and forfeit the EMD.

4.2. Once a Service Order / Agreement is accepted and confirmed and signed, the terms and conditions contained therein shall take precedence over the Service Provider's bid and all previous correspondence.

4.3. The Service Order/ Agreement shall, in all respects, deemed to be and shall construe and operate as an Indian Contract in conformity with the Indian Laws.

5. Modification in Service Order / Agreement

5.1. All modifications leading to changes in the Service Order / Agreement with respect to technical and/or commercial aspects including terms of delivery of services, shall be considered valid only when accepted in writing by OMC by issuing amendment to the Service Order / Agreement. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of Service Order / Agreement in any manner except to the extent mutually agreed through a modification of Service Order / Agreement.

5.2. OMC shall not be bound by any printed conditions or provisions in the Service Provider's Bid Forms or acknowledgment of Service Order / Agreement, invoices and other documents which purport to impose any conditions at variance with or supplemental to Service Order / Agreement.

6.   Use of Service Order / Agreement Documents & Information

6.1.   The Service Provider shall not, without OMC's prior written consent, disclose any approved plan, drawing, pattern, sample or information furnished by or on behalf of the OMC in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Service Order / Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

6.2.   The Service Provider shall not, without OMC's prior written consent, make use of any document or information enumerated in Clause 6.1 except for purpose of performing the Service Order / Agreement.

7.   Patent Rights, Liability & Compliance of Regulations

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

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

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

8.   Performance Security

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

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

- If the Service Provider abandons the work before its completion or during its extended period, or
- If the work performed by the Service Provider is not as per the Agreement, or
- On breach of Service Order / Agreement by the Service Provider.

8.3. The proceeds of Performance Security shall be appropriated by the OMC as compensation for any loss resulting from the Service Provider's failure to complete his obligations under the Service Order / Agreement without prejudice to any of the rights or remedies the OMC may be entitled to as per terms and conditions of Service Order / Agreement.

8.4. Performance Security shall be extended by the Service Provider in the event of delay in completion of work, as defined in the Service Order / Agreement for any reason whatsoever. OMC's claim period shall remain valid for twelve months after the expiry of the guarantee/warrantee/Defect Liability Period or till the satisfactory performance of the objectives of the Service Order / Agreement, whichever is later.

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

9. Delivery of Services

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

9.2. The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of OMC. Any request concerning delay will be null and void unless accepted by OMC.

10. Terms of Payment

10.1. Details about the method of payment, payment terms, billings, place of payment, etc. under this Service Order / Agreement shall be specified in the Special Conditions of Contract.

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

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

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

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

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

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

11.1. The Service Provider is not allowed to subcontract, outsource, sub-let or assign the contract and scope of services, either partly or wholly, without the written approval of the designated official from OMC side for the services for which such subletting is sought. However, the OMC management reserves the full right to refuse any such approval to the Service Provider without being bound to provide any reason or rationale for such decision.
Provided, nevertheless, that any such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Service Order / Agreement.

12. Cancellation of Service Order / Agreement

12.1. If the Service Provider fails to fulfil the terms and conditions of the Service Order / Agreement which are spelt out in the Tender Document, OMC shall have the right to terminate the Service Order / Agreement and award the total or balance work (if any) to any other Service Provider at the risk and cost of the said Service Provider after giving 30 days' notice to the Service Provider as to why the said work shall not be awarded to another entity at his risk and cost. Further the Service Order/Agreement could be terminated by OMC if:

i)   There is a force-majeure situation,
ii)   Service Provider has given false declaration or document including affidavit,
iii)   There is conflict of interest between OMC & Service Provider during the Service Order / Agreement execution,
iv)   The Service Provider defaults in proceeding with the work as per the milestones and/or in complying with any of the terms and conditions, stipulated in the Service Order / Agreement,
v)   The Service Provider or firm or any of the partner represented by the Service Provider, in the subject Service Order / Agreement is adjudged as Insolvent by

the concerned authority and further if the Service Provider has been wound up and dissolved,

vi)   The Service Provider assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Competent Authority,

vii) The Service Provider offers to give or agrees to give gift or any other consideration tangible or intangible, as inducement or reward for seeking or offering benefits in the Service Order / Agreement as the case may be,

viii) A court order or an order of a competent statutory forum is received in respect of the Service under consideration of the Service Order / Agreement.

Termination of the agreement shall not relieve the Service Provider of any obligations which expressly or by necessary implication survives termination. Except as otherwise provided in any provisions of the agreement expressly limiting the liability of the Service Provider, shall not relieve the Service Provider of any obligations or liability for loss or damage to OMC arising out of or caused by acts or omissions of the Service Provider prior to the effective date of termination or arising out of such termination. Even if Service Order / Agreement is terminated/abandoned prematurely, OMC reserves the right to deduct/impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. OMC reserves the right to appropriate the Performance Security, as a genuine pre-estimated damages suffered by OMC for the non-performance by the Service Provider. OMC may also impose further penalties on the Service Provider such as holidaying/banning/blacklisting for a specific period of time. In all such cases, the decision of OMC shall be final. This notice shall be in accordance with Clause 12.1.

13. Right to risk for procurement / rendering of services

If the Service Provider fails to fulfill the terms and conditions of the Service Order / Agreement, OMC shall have the right to procure the services from any other party for the execution/ completion of the scope of services under the Service Order / Agreement and recover from the Service Provider all charges/expenses/losses/damages which may be suffered by OMC, at the risk and cost of the Service Provider, after giving 15 (fifteen) days of notice to the Service Provider. This will be without prejudice to the rights of OMC for any other action including termination of the Service Order / Agreement.

14. Force Majeure

14.1. "Force Majeure Event" means any event or circumstances or combination of events or circumstances which:

A)   Are beyond the reasonable control of the Party affected by such event (the Affected Party); and cannot by exercise of reasonable diligence, reasonable precautions and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstances is available), be prevented or caused to be prevented;

B)   Materially and adversely affects such Party's performance of its duties or obligations or enjoyment of its rights under this Service Order / Agreement.

14.2.   As soon as practicable and in any case within 7 (seven) days from the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same, setting out the details of the Force Majeure Event.

14.3.   If the Affected Party is rendered wholly or partially incapable of performing any of its obligations under this Service Order / Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event.

14.4.   If a Force Majeure Event described above, in the reasonable judgment of the Parties, is likely to continue beyond a period of 6 (six) months or any other period as stipulated in the Bid document, the parties may mutually decide to terminate the Service Order / Agreement or continue the Service Order / Agreement on mutually agreed revised terms.

15.   Dispute Resolution

15.1.   Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this tender or the Service Order / Agreement (including its interpretation) between OMC and the Service Provider, and so notified in writing by either party to the other party shall, in the first instance, be attempted to be resolved amicably and the parties agree to use their best efforts for resolving all disputes arising under or in respect of this tender promptly, equitably and in good faith. In the event of any dispute between the parties, it is agreed that a discussion shall be held between the Service Provider and OMC within 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the 7 (seven) day period or the dispute is not amicably settled within 15 (fifteen) days of the meeting, the dispute, if referred to, shall be decided by the Civil Court of competent jurisdiction at Bhubaneswar. There shall be no arbitration between the Parties. The provisions of Arbitration & Conciliation Act, 1996 as amended from time to time, shall have no application to the present work.

15.2. Governing law and jurisdiction: This Service Order / Agreement shall be construed and interpreted in accordance with and governed by the laws of State and Central Government in force in India. The Courts at Bhubaneswar shall have exclusive jurisdiction over all matters arising out of or relating to this Service Order / Agreement.

16. Governing Language

The Service Order / Agreement shall be written in English language as specified by the OMC in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Service Order / Agreement which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

17. Notices

Any notice given by one party to the other pursuant to the Service Order / Agreement shall be sent in writing or by email. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

18. Permits & Certificates

18.1. Service Provider shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and Service Provider further agrees to hold OMC harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.

19. General

19.1. The Service Provider shall be deemed to have carefully examined all Service Order / Agreement documents to its entire satisfaction. Any lack of information shall not in any way relieve the Service Provider of his responsibility to fulfill his obligation under the Service Order / Agreement documents.

19.2. The General Conditions of Contract (GCC)-Services shall apply to the extent that they are not superseded by provisions of other parts of the Special Conditions of Contract.

19.3.   Losses due to non-compliance of Instructions

Losses or damages occurring to the OMC owing to the Service Provider's failure to adhere to any of the instructions given by the OMC in connection with the contract execution shall be recoverable from the Service Provider.

19.4.   Recovery of sums due

All costs, damages or expenses which the OMC may have paid, for which under the Service Order / Agreement, the Service Provider is liable, may be recovered by the OMC (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Service Provider under this Service Order / Agreement or other Service Orders / Agreements and/or may be recovered by action at law or otherwise. If the same due to the Service Provider be not sufficient to recover the recoverable amount, the Service Provider shall pay to the OMC, on demand, the balance amount.

20.   Liability and Indemnity

20.1.   Service Provider shall indemnify, defend and hold OMC harmless against:

a)   any and all third party claims, actions, suits or proceedings against OMC, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the Service Provider of any of its obligations under the Service Order / Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of the Service Order / Agreement, or breach of statutory duty on the part of OMC, its suppliers and Service Providers, employees, servants or agents; and

b)   any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by OMC from third party claims arising by reason of breach by the Service Provider of any of its obligations under this Service Order / Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") have arisen due to negligent act or omission breach of the Service Order / Agreement, or breach of statutory duty on the part of OMC, its suppliers or Service Providers, employees, servants or agents or any of the representations; and

c)   to the extent of the value of free issue materials to be issued till such time the entire Service Order / Agreement is executed and proper account for the free issue

materials is rendered and the left over / surplus and scrap items are returned to OMC. The Service Provider shall not utilize OMC's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause / result in any loss/damage to the OMC and in which case, the Service Provider shall be liable to OMC to pay compensation to the full extent of damage / loss and undertake to pay the same.

20.2. OMC remains indemnified (even if the Service Order / Agreement ends pre-maturely) towards all or any obligations due to OMC by the Service Provider and shall continue to remain in force till such time all or any such claims are suitably addressed.

21.   Publicity & Advertising

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

22.   Blacklisting

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

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

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

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

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

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

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

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

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

23.   Deleted

24.   Statutory and Legal requirements

24.1.   The Service Provider shall comply with all the statutory and legal requirements and requirements for obtaining license under the Contract Labour (Regulation and Abolition) Act 1970 and shall bear all necessary expenses in this regard.

24.2.   The Service Provider shall abide by the applicable statutory provisions on minimum wages, payment of wages, EPF, ESI, gratuity, retrenchment, leave and leave encashment, health care, uniform and compensation to its employees and workmen.

24.3.   The Service Provider shall not take any action in relation to handling of its personnel which may adversely affect the existing labour relations of OMC. The Service Provider has to maintain close liaison and cordial relations with the local people and the unions.

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

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

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

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

26.   Safety

26.1.   The Service Provider shall comply with all the stipulations and requirements of DGMS as well as with other applicable laws concerning mine safety and as applicable and relevant to its scope of services. The Service Provider shall at all times be responsible to carry out all operations as per the extant applicable laws. The Service Provider shall also be responsible for complying with the statutory obligations of the state Pollution Control Board and other environmental and safety regulations. The Service Provider shall ensure that its operations create no hazards or disturbance for the surrounding inhabitants and areas.

26.2.   OMC may from time to time audit the safety practices employed by the Service Provider and the Service Provider shall comply with the recommendations/ directions made by OMC as a result of such audit.

26.3.   During the course of the contract period, if any accident occurs whether major or minor in which the Service Provider or its employees are involved or are responsible, the Service Provider shall immediately inform OMC without any delay.

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

Annexure 2: Special Conditions of Contract

1. **General**

   These Special Conditions of Contract delete, amend or add to the clauses in the General Conditions of Contract. In the event of an inconsistency, these Special Conditions of Contract shall supersede or take precedence over the General Conditions of Contract to the extent of that inconsistency.

2. **Background**

3. **Objective**

   The objective of this document is to evaluate potential Service Providers, identifying a strategic partner to fulfil OMC's requirement of cloud hosting and managing SAP application Operation Services with capabilities to:
   o Smoothly migrate OMC's SAP infrastructure from SAP Application with HANA Database to other suitable private cloud, Minimizing the impact on OMC's business process. And provide Infra and SAP Application-level technical support (Basis administration with 000 client and OS).
   o Scale to meet OMC's changing business needs.
   o To on-board most eligible partner with proven experience of providing similar Services in the cloud environment. There by engaging a strategic Partner for its SAP Application Migration & Operation Services.
   o Facilitation of Integration and delivery of new Services

4. **High Level Scope**

   The Service scope is structured into the following Service Elements Plus Due Diligence, Transition and Transformation:

4.1. **Migration**

Service Type	Service Provider	OMC
Cloud Hosting	yes	
Infrastructure setup	yes	
Data-centre setup	yes	
Network setup	yes	

Service Type	Service Provider	OMC
Hardware commissioning	yes	
Provide Database export or backup for migration		Yes
Provide Hostname & server & other details		Yes
Provide admin credentials of existing system		Yes
Provide details of all the integrations		Yes
Capture all necessary screenshots	yes	
Migration SAP from cloud to cloud	yes	
Fix all the functional & technical issue which were working before migration	yes	

4.2.   **O & M**

Service Type	Service Provider	OMC
Cloud Hosting	yes	
Infrastructure support	yes	
Data-centre support	yes	
Network support	yes	
Hardware Support	yes	
Operating system administration, monitoring, patching, security etc	yes	
Database administration(Monitoring, Patching, security, support, parameter adjustment, performance improvement) of SAP HANA & Sybase, Both Physical & logical DBA support is required	yes	
SAP Application Administration, ECC , EP, SOLMAN, Web-dispatcher	yes	
Support for application (Technical, on 000 client and OS level) & infrastructure	yes	SAP Basis administration on production client of application layer will be with OMC.

5.   Scope of Service

The Service Provider shall take the role of hosting, managing and operating OMC's SAP Application & infrastructure Operation Services with a 3-layer governance model (strategic/tactical/operational) supporting OMC's goal to develop its solutions towards a managed Service model and integrated cloud solutions. SAP Application C2C (Cloud to Cloud) Migration, Operation Services & Hosting includes but are not limited to:

5.1.   **Migration of SAP ECC on HANA from one private cloud to other.**
   - Evaluation of Existing landscape
   - Sizing exercise for building the new landscape.
   - Establish and maintain commercial agreement with Cloud service provider
   - Setup new infrastructure at the target cloud.
   - Preparing strategy for the migration.
   - Establish the express route to migrate DB dump from existing datacenter to new datacenter.
   - Provisioning of servers
   - POC
   - Testing and fixing the issues if any.
   - Test the High availability solution and restore mechanism.
   - Installation of SAP application
   - Migration of DB & application
   - Performing all required configuration
   - 3 mock runs, before actual go-live
   - Go-live declaration
   - Performance tuning if required.
   - 3-month hyper care support (Monitor the system daily & document issues and its resolution)

5.2.   **Operation & Management**
   - SAP Application Support Pack Stack / EHP Upgrade, Tuning and Patching
   - SAP Application Lifecycle Management
   - SAP Application Installation and configuration if any
   - SAP Application capacity management
   - SAP Application Event/Incident/Problem
   - SAP Application Backup/Restore
   - SAP Application Availability and Service Level Management
   - SAP Application Security Management
   - SAP Application Architecture
   - Establish and maintain commercial agreement with Cloud service provider

- Cloud hosting of entire SAP infrastructure.
- Infrastructure & network support
- SAP Application recurring operational activities and housekeeping
- Services, SAP Application and log file monitoring
- System maintenance and testing
- Data export and provisioning
- SAP Application management and operational procedures defined by OMC's IT staff are to be delivered by the Service Provider. Responsibility for Architecture & Design will be owned mutually by OMC and the Provider.
- OMC expects the potential Service Provider to leverage its Cloud experience and Cloud Services approach, tools and methodology applied on its Cloud Services. Furthermore, the Provider's Service integration experience and approach are of upmost importance.
- Service provider should provide an Incident Management system, where OMC IT Team have access to report & view new incidents & service request. & Also it should have facility to generate reports & dashboard to monitor the incidents by their status, frequency, reported by, resolution time etc.
- There should be a monthly check point call between OMC IT & service provider.
- 2 (Two) dedicated MPLS-VPN Network to be configured in Active-Active load balancing mode during its regular operations with the fail-over option between the two MPLS Network.
- At least 20 No of VPN connection.

6.   Service Levels

6.1.   System Availability

System Availability The following table lists the System Availability applicable to the Computing Environment

Service Level	Penalty
99.98% availability	2% of Monthly Service Fees for each 0.01% below the System Availability Service Level, not to exceed 100% of Monthly Service Fees

System Availability % = (Total Minutes in the Month - Downtime)/ Total Minutes in the Month) *100

*All planned downtimes are excluded from the Downtime.

* Downtime caused by factors outside of Service providers reasonable control such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised like Disaster, downtime caused by OMC etc.

*Planned downtime should not be more than 4 hours in a Month.

*Emergency Downtime can be taken more than 4 hours a month, with proper business justification.

6.2. Service Hour & MTW (Maintenance Window)

- o Operation hours: 24*7
- o Service Hour: 16*6
- o Emergency on call service: 24* 7
- o Maintenance window: Monthly on a certain working day for 4 hours at off business hour.

6.3. Incident Management

Service provider should provide a ticketing tool to manage incident & service request

Incident Priority	Response SLA	Resolution SLA
Very High (24*7)	20 minutes (7x24)	4 Hour
High (24*7)	2 Hours	8 Hour
Medium	4 Business hours	2 Business Day
Low	1 Business Day	4 Business Day

The following priority levels apply to all Incidents (such priority to be assigned by Customer, and which may be re-assigned by Service provider based on the criteria below and acting reasonably):

(a) **Very High**: An Incident should be categorized with the priority "Very High" if the incident reported for Production system & has very serious consequences for normal business processes or IT processes related to core business processes, and urgent work cannot be performed. This is generally caused by the following circumstances:

- A PRD system is completely down.
- The imminent go-live or upgrade is jeopardized.
- The core business processes of Customer are seriously affected.
- A workaround is not available for a critical issue in Production.
- The Incident requires immediate processing because the malfunction may cause serious losses.

(b) **High:** An Incident should be categorized with the priority "High" if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by

incorrect or inoperable functions in the Computing Environment that are required immediately. The Incident is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow.

(c) **Medium:** An Incident should be categorized with the priority "Medium" if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the Computing Environment. A message should be categorized with the priority "Medium" if normal business transactions are affected.

(d) **Low:** An Incident should be categorized with the priority "Low" if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the Computing Environment that are not required daily or are rarely used.

6.4. Infrastructure

- o Infrastructure Management: Monitoring, patching & security
- o Cloud hosting
- o Installation /reinstallation of the server operating systems and operating system utilities
- o OS administration including troubleshooting, hardening, patch/upgrades deployment, BIOS & firmware upgrade as and when required/ necessary for windows, LINUX or any other OS proposed as part of this solution, whether mentioned in the RFP or any new deployment in future.
- o Ensure proper configuration of server parameters, operating system administration, hardening and tuning.
- o Managing uptime of servers as per SLAs.
- o Cyber Security Services
- o Network services
- o Public DNS
- o Backup, restore & archive
- o Server IO should as per SAP recommendation for SAP ECC on HANA.

6.5. Regular Services

- o SAP Basis administration
- o Monitoring of all connections like SAP Solution manager, EP, and other third part connections
- o SAP SPS upgrades, OSS messages (these activities may only be carried out after consultation with project manager of OMC)
- o Backup & recovery (daily backups, backup maintenance, 2 times a year test of DR & backup restore)
- o Infrastructure & SAP Application must have 99.98% availability.
- o SAP system and client creation, Sap system and client copying
- o SAP DB refresh half yearly.

- o Capacity Planning

6.6. **DATA Centre**
- o The datacentre standard shall be tier 4 & above with MeitY approved. The minimum turnover of the Cloud Service Provider should be above 100 Crore in FY20-21. The primary and Disaster Recovery (DR) data centre should be located in different seismic zone within the geographical boundary of India. The bidder should submit the proposed DC & DR details as per Annexure-10

6.7. **Cloud Security Framework/Data Centre security**
- o The data centre shall be well equipped with intrusion detection & protection systems, firewalls, system management solutions & tools, backup & restore solutions, monitoring tools, network load balancer for applicable servers and network layer security to isolate the SAP prod & quality environment from other customers. Ensure latest security patch always.

6.8. **SAP Application & DATA Security**
- o Ensure all the data are secured through SAP Application, Server & firewall level security. Regular security patches & other security measures are taken care. Ensure to comply both state and Centre legislations.
- o Ensure DLP (DATA Leakage Prevention) policies are implemented to prevent the DATA loss.

6.9. **Security Audits.**
- o Service provider shall maintain, at its own expense an audit report by a nationally recognized outside audit firm conforming with the American Institute of Certified Public Accountants' Service Organization Control (SOC) Reports, or its equivalent, and shall provide or make available to Customer, at Customer's request, a copy of its SOC 1 and/or SOC 2 reports during the relevant audit period for the applicable PRD systems within the Computing Environment, which shall be updated at least annually for the applicable PRD systems.

6.10. **High availability**
- o Network, security, hardware, load balancer & other hardware /software components (DB and SAP Application) should be deployed on HA mode and there should be no single point of failure

6.11. **Disaster Recovery**
- o HANA specific disaster recovery to be setup only for SAP ECC Production System. With RPO 15 min & RTO 4 Hour.
- o DR site should be at least 200 KM away from the primary site.

- DR site DB server can have minimum required configuration Like RAM & CPU, only to store & sync the production DATA, and also to handle the replication. However, the landscape should have the required provision to scale up vital system resources i.e. RAM & CPU to the original size of primary DB server resources for the duration for which DR resources are accessed from client site. The entire scaling up activity should be completed within the RTO time. It is also required to scale down the resource to minimum level at DR site after revival of primary DC.
- It is Service provider's responsibility to keep the DR site sync in terms of any OS and DB patching, any parameter update or any other updates

RPO (or "Recovery Point Objective") means the maximum tolerable period in which Customer data might be lost due to a Disaster (i.e. time between last backup or last data replication and point in time a Disaster occurred).

RTO (or "Recovery Time Objective") means the duration of time in which the Subscription Software/ Licensed Software and PRD is unavailable preventing Cloud Services in Disaster case (i.e. time between a Disaster and point in time the systems are available again)

6.12. DR TEST

Service provider shall perform annual DR failover-test as part of the DR Services to test the reliability of the DR Services. Service provider shall promptly re-perform any DR recovery tests that fail to achieve the applicable standards and report any failures to Customer. The System Availability calculation for the affected month(s) shall exclude these additional Agreed Downtimes.

6.13. Service Contacts.

Service provider shall provide an escalation matrix for Migration project, as well as overall Operation and Management.

7. *SAP Landscape*

The current and to be land scape:

Component	System type	Source SAP Versions	Source Database	Source OS	Cluster confuguration	App RAM	DB RAM (Primary & secondary)	App CPU	DB CPU (Primary & secondary)	App Storage	DB Storage (Primary & secondary)	Target SAP Versions	Target Database	Target OS	Target Cluster configuration
ERP	Prod	ERP 6.0 EHP8	HANA 2.0	SLES	Distributed with DB on High Availability	64	384	16	40	100	768	ERP 6.0 EHP8 with latest SPS	HANA 2.0	SLES	Distributed with DB & APP on High Availability
ERP	QA	ERP 6.0 EHP8	HANA 2.0	SLES	Distributed	32	384	8	40	100	768	ERP 6.0 EHP8 with latest SPS	HANA 2.0	SLES	Distributed
ERP	Dev	ERP 6.0 EHP8	HANA 2.0	SLES	Distributed	16	256	4	40	100	768	ERP 6.0 EHP8 with latest SPS	HANA 2.0	SLES	Distributed
EP	Prod	NW 7.5	Sybase	SLES	Distributed	32	32	8	8	100	200	NW 7.5 with latest SPS	Sybase	SLES	Distributed
EP	QA	NW 7.5	Sybase	SLES	Standalone		32		8		200	NW 7.5 with latest SPS	Sybase	SLES	Standalone
EP	Dev	NW 7.5	Sybase	SLES	Standalone		32		8		200	NW 7.5 with latest SPS	Sybase	SLES	Standalone
Solman	Prod, SAAS from SAP	SOLMAN 7.2		SLES								Solman 7.2, with latest SPS	Sybase	SLES	Standalone
Webdispatcher	Prod			SLES	Standalone	8	NA	2	NA	50	NA			SLES	Standalone
Webdispatcher	Non-prod			SLES	Standalone	8	NA	2	NA	50	NA			SLES	Standalone

** System configuration should be up scaled, as per the resizing assessment done by the Service provider.

8. Responsibility Matrix

8.1. For Support

#	Task	Responsibility Matrix
	Discovery, Assessment & Migration Planning Roles and Responsibilities	
1	Gather detailed SAP system and interface data through tools and system reports	Service provider
2	Develop detailed target state Architecture	Service provider
3	Provide application knowledge including business criticality	OMC
4	Develop migration approach for each SAP system line and migration dependencies	Service provider
5	Develop a audit compliance strategy for the data migration	Service provider
6	Create Detailed Migration Execution Plan including wave schedule and test plan and criteria	Service provider
7	Provide signoffs on the architecture & migration plan	OMC
	Preparations and Migration Roles and Responsibilities	
8	Perform mapping for infrastructure and architecture design (HA/DR, LB, DNS, Network Security Groups) including detailed build document	Service provider
9	Establish security and other technical considerations for apps	Service provider
10	Procure licenses for OS, Database and other Systems	OMC
11	Prepare SAP system infra -server, storage, OS installation etc	Service provider
12	Prepare new SAP systems ontarget cloud - installation of SAP software	Service provider
13	Prepare SAP GUI software for accessing SAP systems on new cloud	Service provider
14	Prepare SAP data transfer setup between Existing datacentre and new datacentre	Service provider
15	Perform migration of ECC on HANA from Existing datacenter to new datacenter	Service provider
16	Perform migration of Enterprises portal system from Existing data center to New data center	Service provider
17	Perform installation & configuration of webdispatcher on new datacenter	Service provider
18	Perform installation & configuration of Solution manager on new dataceneter	Service provider
19	Perform post migration basic infrastructure validation and DB sanity tests, post migration configuration of apps and sanity testing of application health	Service provider
20	Re-establish interfaces in the migrated SAP systems	Service provider
21	Setup initial operations and readiness for migrated SAP systems	Service provider
22	Isolate and shutdown SAP systems in Existing datacenter	OMC

#	Task	Responsibility Matrix
	Discovery, Assessment & Migration Planning Roles and Responsibilities	
23	Plan and execute security tests including penetration tests on new cloud	Service provider
24	Complete technical pre-requisites, software/hardware upgrades on SAP systems in existing datacenters	Service provider
25	Correct all certificate issue, if required update the ssl certificates	Service provider
26	Perform configuration changes in 3rd party/vendor applications	OMC
27	Perform functional testing	OMC
28	Perform User Acceptance Testing (UAT)	OMC
29	Sign off UAT	OMC
30	Sign off transition to a steady state (business go live sign off)	OMC
31	Provide Business Continuity plans involving SAP systems running on new cloud	OMC
32	Provide Disaster Recovery Plans for SAP landscape running on new cloud	OMC

8.2. **For O&M**

#	Task	Responsibility Matrix
	A - Service Management	
	Account Management	
SM1	Conduct planning and service review meetings (as required)	Service provider responsible to perform/deliver
SM2	Capacity management of the system landscape, monitoring and reporting of resource usage (e. g. storage capacity, memory and CPU) to prevent operational issues	Service provider responsible to perform/deliver
SM3	Develop capacity plan based on changed requirements (users, new applications etc.); review need for service changes and extensions based on resource consumption, trends and customer business forecast	Service provider responsible to perform/deliver
SM4	Escalation management	Service provider responsible to perform/deliver
	Service Request Management - Technical Support	
SM6	Service Request Management	Service provider responsible to perform/deliver
SM7	- Receive and acknowledge requests in defined request tracking system - Assess criticality/priority of request, effort and approvals required - Coordinate request approval - Notify requester of approval or rejection - Coordinate request scheduling	Service provider responsible to perform/deliver

#	Task	Responsibility Matrix
	- Notification of request completion	
	OSS / Support Portal Management	
SM8	Create/modify/delete OSS user	OMC responsible to perform/deliver
SM9	Assign authorizations	OMC responsible to perform/deliver
SM10	Request developer keys	OMC responsible to perform/deliver
SM11	Request and manage object keys	OMC responsible to perform/deliver
	Incident Management	
SM13	Incident processing - Qualification and prioritization of the incidents - Initiate incident resolution - Track incident resolution progress - Incident escalation as defined by escalation process - Determine incident resolution or workaround - Implement solution or workaround - Verify incident resolution - Inform customer about incident resolution	Service provider responsible to perform/deliver
SM14	Sign-off/Approve solution and confirm incident resolution	OMC responsible to perform/deliver
	B - Infrastructure	
	Data Centre Management	
IM1	Data Centre Management	Service provider responsible to perform/deliver
IM2	Network Management, Support to IP whitelisting, port opening, troubleshooting for new 3rd party integration	Service provider responsible to perform/deliver
	Hardware Operations	
IM3	Maintain valid vendor maintenance agreements	Service provider responsible to perform/deliver
IM4	Use vendor proactive support capabilities to help identify potential failures	Service provider responsible to perform/deliver
IM5	Schedule hardware maintenance (as part of planned activities or as a result of hardware failures)	Service provider responsible to perform/deliver
IM6	Operational hardware monitoring (availability, critical operations parameters)	Service provider responsible to perform/deliver
IM7	Monitor disk capacity	Service provider responsible to perform/deliver
IM8	Monitor server capacity, RAM, CPU , load average, I/O etc	Service provider responsible to perform/deliver
IM9	Monitor network utilization	Service provider responsible to perform/deliver
IM10	Infrastructure/hardware/system requests; Process commercial change requests as required for hardware upgrades, additions etc.	Service provider responsible to perform/deliver
IM11	Scale compute capacity (memory & CPU)	Service provider responsible to

#	Task	Responsibility Matrix
		perform/deliver((*OMC will bear the additional resource cost)
	Storage Management	
IM12	Manage data files, file systems, and disks per standards and practices	Service provider responsible to perform/deliver
IM13	Scale storage capacity	Service provider responsible to perform/deliver((*OMC will bear the additional resource cost)
	Operating System	
IM14	Create and maintain OS users and groups	Service provider responsible to perform/deliver
IM15	Inform customer on security incidents	Service provider responsible to perform/deliver
IM16	Configure OS parameters	Service provider responsible to perform/deliver
IM17	Troubleshoot operating system problems, monitor system log and file systems	Service provider responsible to perform/deliver
IM18	Work with vendor to resolve operating system issues	Service provider responsible to perform/deliver
IM19	Monitoring swap- and page areas	Service provider responsible to perform/deliver
IM20	Monitoring memory load	Service provider responsible to perform/deliver
IM21	Cluster management	Service provider responsible to perform/deliver
IM22	Apply patches to the operating system, including security patches	Service provider responsible to perform/deliver
IM23	Perform operating system upgrades	Service provider responsible to perform/deliver
	System Startup/Shutdown	
IM24	Perform scheduled startup/shutdown of hardware and OS	Service provider responsible to perform/deliver
IM25	Restart the hardware/OS after failure	Service provider responsible to perform/deliver
	Backup/Restore	
IM26	Perform file system and database backups	Service provider responsible to perform/deliver
IM27	Monitor backup processes	Service provider responsible to perform/deliver
IM28	Test backup/restore procedures periodically	Service provider responsible to perform/deliver
IM29	Perform data restore and recovery (file system, database) as required after system failures	Service provider responsible to perform/deliver
IM30	Perform data restore and recovery (file system, database) on customer request (other reasons than as a response to system failures)	Service provider responsible to perform/deliver
IM31	Notify requestor that restoration has been completed	Service provider responsible to perform/deliver
IM32	Notify users that restoration has been completed	OMC responsible to perform/deliver

#	Task	Responsibility Matrix
IM33	Ensure logical integrity and consistency of restored information, Ensure all the integrated systems are working fine, also all the functionality are working fine after restoration	Service provider responsible to perform/deliver
	Infrastructure integration	
IM34	Integration of customer Active Directory	Service provider responsible to perform/deliver((only SAP side Support as and when required))
IM35	Implementation of Single Sign On	Service provider responsible to perform/deliver((only SAP side Support as and when required))
IM36	Provide access to systems/resources within customer infrastructure	OMC responsible to perform/deliver
	File transfer capabilities	
IM37	Provide share on LINUX	Service provider responsible to perform/deliver
IM38	Implement virus protection on server	Service provider responsible to perform/deliver
IM39	Tools like winscp or others for accessing file system of Linux	Service provider responsible to perform/deliver
	C - Database Management	
	SAP HANA	
DB1	Plan and perform file system extensions for e.g. backup activities	Service provider responsible to perform/deliver
DB2	Monitor database resource consumption (memory, CPU, storage) to detect issues in	Service provider responsible to perform/deliver
DB3	Monitor table growth to proactively prevent operational issues and make sure that the service stays within the contractual sizing boundaries	Service provider responsible to perform/deliver
DB4	Partition tables / rebalance tables	Service provider responsible to perform/deliver
DB5	Perform row store / column store migration	Service provider responsible to perform/deliver
DB6	Monitor database for technical issues; analyze and resolve technical database technical operations	Service provider responsible to perform/deliver
DB7	Cleanup HANA log and trace files (traces, statistic files etc.) to free up capacity and keep HANA system clean and healthy	Service provider responsible to perform/deliver
DB8	Maintain/change SAP HANA configuration parameters based on SAP standards and recommendations	Service provider responsible to perform/deliver
DB9	Start/stop database	Service provider responsible to perform/deliver
DB10	Add an additional SAP HANA node to increase SAP HANA capacity	Service provider responsible to perform/deliver (OMC will bear the additional resource cost)

#	Task	Responsibility Matrix
DB11	Management of standby databases (HANA System Replication) for high availability	Service provider responsible to perform/deliver
DB12	Update SAP HANA database software and client	Service provider responsible to perform/deliver
DB13	Update and maintain SAP HANA Studio	Service provider responsible to perform/deliver
DB14	SAP HANA Transports Management Setup	Service provider responsible to perform/deliver
DB15	Implement / maintain additional SAP tools (e.g. SAP HANA Analytics Foundation Browser)	Service provider responsible to perform/deliver
DB16	Identify, analyze and optimize expensive SQL-statements to improve application performance	Service provider responsible to perform/deliver
DB17	System troubleshooting, e. g. blocked transactions, to overcome issues and bring SAP HANA back to normal state of operations	Service provider responsible to perform/deliver
DB18	Create/modify users for HANA modeling in the SAP HANA studio	Service provider responsible to perform/deliver
DB19	User, roles and permissions management for non-technical users	Service provider responsible to perform/deliver
DB20	User, roles and permissions management for technical and administration users	Service provider responsible to perform/deliver
DB21	Perform database backups (regular full backups and log backups)	Service provider responsible to perform/deliver
DB22	Restore and recover SAP HANA after technical issues	Service provider responsible to perform/deliver
DB23	HANA DB revision & patch update (Ensure latest revision & patch)	Service provider responsible to perform/deliver
	Database Management (other databases excluding SAP HANA)	
DB22	Monitor database resource consumption (memory, CPU, storage) to detect issues in	Service provider responsible to perform/deliver
DB23	Perform database extensions to increase database capacity	Service provider responsible to perform/deliver
DB24	Monitor table extension parameters to avoid issues	Service provider responsible to perform/deliver
DB25	Monitor database for technical issues; analyze and resolve technical database failures	Service provider responsible to perform/deliver
DB26	Schedule periodic statistical database collectors to generate statistical performance technical operations data	Service provider responsible to perform/deliver
DB27	Reorganize database logs to free up space	Service provider responsible to perform/deliver
DB28	Maintain/change database parameters	Service provider responsible to perform/deliver
DB29	Start/stop database	Service provider responsible to perform/deliver
DB30	Create and check optimizer statistics to maintain database performance	Service provider responsible to perform/deliver

OMC ● DISHA
NEW OPPORTUNITIES
Mining Happiness

#	Task	Responsibility Matrix
DB31	Perform upgrades of database software	Service provider responsible to perform/deliver
DB32	Apply database patches (ensure latest patch)	Service provider responsible to perform/deliver
DB33	Perform database backups (regular database and log backups)	Service provider responsible to perform/deliver
DB34	Restore and recover database after technical issues	Service provider responsible to perform/deliver
DB35	Assist customer in optimizing SQL statements (indexes, selects etc.) for application improvements	Service provider responsible to perform/deliver
	D - Basic Operations	
	Event detection and notification ("monitoring")	
OP1	Perform monitoring of alert console(s) for event notification	Service provider responsible to perform/deliver
OP2	Detect events per monitoring requirements	Service provider responsible to perform/deliver
OP3	Log events	Service provider responsible to perform/deliver
OP4	React to events according to event notification and escalation procedures	Service provider responsible to perform/deliver
	SAP Support Pack stack / EHP Upgrades	
OP5	Develop upgrade work plan	Service provider responsible to perform/deliver
OP6	Preparations, checks	Service provider responsible to perform/deliver
OP7	Execute prepare	Service provider responsible to perform/deliver
OP8	Perform database extensions	Service provider responsible to perform/deliver
OP9	Release open repairs prior to upgrade	Service provider responsible to perform/deliver
OP10	Upgrade database	Service provider responsible to perform/deliver
OP11	Upgrade Kernel (Ensure latest kernel patch)	Service provider responsible to perform/deliver
OP12	Perform SAP Hosted Software technical upgrade	Service provider responsible to perform/deliver
OP13	Modification adjustments (SPDD, SPAU)	OMC responsible to perform/deliver
OP14	Test application upgrade	Service provider responsible to perform/deliver
OP15	Perform functional changes to custom objects and application	Service provider responsible to perform/deliver
OP16	Test of basis functionality	Service provider responsible to perform/deliver
	SAP Security Management	
OP17	Definition, maintenance, review and audit of roles, profiles, authorizations etc.	OMC responsible to perform/deliver

#	Task	Responsibility Matrix
OP18	Administration of customer users (e. g. user creation, change, deletion, maintenance of user profiles, roles, authorizations, master data and passwords) in production client	OMC responsible to perform/deliver
OP19	Maintain user profiles, roles,authorizations,master data and passwords in client 000	Service provider responsible to perform/deliver
OP20	Provide access to client 000 for customer	Service provider responsible to perform/deliver
OP21	Ensure latest Security patches as per SAP recommendations.	
	Homogeneous system copy	
OP22	Homogeneous system copy (Planning, preparations, checks, database backup,database restore, technical post processing tasks, test of technical system functionality) DB refresh twice in a year.	Service provider responsible to perform/deliver
OP23	Post processing tasks (application)	Service provider responsible to perform/deliver
OP24	Test of application	Service provider responsible to perform/deliver
	Change Control	
OP25	Application customizing, configuration, maintenance, support and troubleshooting	OMC responsible to perform/deliver
OP26	Apply SAP Notes to SAP hosted software system (notes required to fix application related issues)	OMC responsible to perform/deliver
OP27	Apply SAP Notes to SAP Hosted Software system (notes required to fix issues related to technical SAP components)	Service provider responsible to perform/deliver
OP28	Import of SAP language packages	Service provider responsible to perform/deliver
OP29	Implementation of patches for system software running on OS level, e. g. SAP kernel	Service provider responsible to perform/deliver
	Output Management	
OP30	Create, change and delete printers within SAP solution	OMC responsible to perform/deliver
OP31	Analyze faulty output requests (transaction SP01)	OMC responsible to perform/deliver
OP32	Reorganize SAP spool system to keep system clean	OMC responsible to perform/deliver
OP33	Design and implementation of print forms	OMC responsible to perform/deliver
OP34	Lock/unlock SAP printers	OMC responsible to perform/deliver
OP35	Check spooler table consistency to prevent printing issues	OMC responsible to perform/deliver
OP36	Configuration of virtual spool (load balancing between spool processes) & Troubleshooting technical spool- and print-problems (within the SAP system	OMC responsible to perform/deliver
	Proactive services	

#	Task	Responsibility Matrix
OP37	Analyze SAP EarlyWatch Alert reports for findings and recommendations. & perform required technical changes.	Service provider responsible to perform/deliver
OP38	Prepare SAP service sessions session by maintaining RTCCTTOOL	Service provider responsible to perform/deliver
OP39	Implementation of results of SAP service sessions	Service provider responsible to perform/deliver
OP40	Identify end-user performance problems	Service provider responsible to perform/deliver
OP41	Provide application performance analysis (e.g. ABAP)	Service provider responsible to perform/deliver
OP42	Monitor critical business transactions	OMC responsible to perform/deliver
OP43	Review and optimize customer code to improve system performance and stability	OMC responsible to perform/deliver
OP45	Analyze EarlyWatch reports and perform the recommendations with approval from OMC	Service provider responsible to perform/deliver
OP46	Setup and ongoing operations of data archiving to control data growth and database size	Service provider responsible to perform/deliver
	New System Installation (Can be done through CR)	
OP47	Installation of solution landscape as specified in the SoW, based on SAP standards and best-practices	Service provider responsible to perform/deliver
OP48	Technical configuration (installation post-processing) of installed systems (e. g. scheduling of standard batch jobs, backup etc.)	Service provider responsible to perform/deliver
OP49	Integration of installed systems into SAP environment	Service provider responsible to perform/deliver
OP50	Enablement of system monitoring	Service provider responsible to perform/deliver
OP51	Integration of system with other systems and applications	Service provider responsible to perform/deliver
OP52	Setup technical monitoring & EWA with Solution Manager	Service provider responsible to perform/deliver
OP53	Application configuration (post-installation configuration) of installed systems	Service provider responsible to perform/deliver
	Disaster Recovery	
OP54	Ongoing management of disaster recovery architecture: monitoring of data replication to secondary site including troubleshooting	Service provider responsible to perform/deliver
OP55	Ongoing management of disaster recovery architecture: maintenance and change management for systems at secondary site to ensure system consistency including troubleshooting	Service provider responsible to perform/deliver
OP56	Execute Disaster Recovery Tests (data center and technical system infrastructure only)	Service provider responsible to perform/deliver
OP57	Execution of productive failover in case of an officially declared disaster	Service provider responsible to perform/deliver

#	Task	Responsibility Matrix
OP58	Execute Disaster Recovery Tests (application layer, customer infrastructure, interfaces, organizational measures etc.)	Service provider responsible to perform/deliver
	Management of Wide Area Network	
OP59	Provide network infrastructure at customer data center/site	Service provider responsible to perform/deliver
	E - NetWeaver ABAP Operations	
	General Operations	
AO1	Availability monitoring of SAP instance	Service provider responsible to perform/deliver
AO2	Troubleshooting of SAP instance in case of technical issues	Service provider responsible to perform/deliver
AO3	Analyze SAP system log and fix technical failures included in scope of services	Service provider responsible to perform/deliver
AO4	Monitor SAP processes to avoid system operations issues	Service provider responsible to perform/deliver
AO5	Monitor update processes within SAP software to avoid system operations issues	Service provider responsible to perform/deliver
AO6	Analyze update terminations, decide about business impact and appropriate reaction	OMC responsible to perform/deliver
AO7	Clean up terminated updates	OMC responsible to perform/deliver
AO8	Analyze lock entries, decide about business impact and appropriate reaction	OMC responsible to perform/deliver
AO9	Check/clear lock entries	OMC responsible to perform/deliver
AO10	Check for ABAP dumps to detect serious system issues	OMC responsible to perform/deliver
AO11	Administer SAP Logon Groups	OMC responsible to perform/deliver
AO12	Troubleshoot SAP system performance issues on application side	OMC responsible to perform/deliver
AO13	Maintain SAP system profile parameters	OMC responsible to perform/deliver
AO14	Implement/update tools to ensure readiness for SAP support services	Service provider responsible to perform/deliver
AO15	Archiving (definition of archiving strategy, execution and monitoring of archiving process)	Service provider responsible to perform/deliver
AO16	Management of Web Service Runtime	Service provider responsible to perform/deliver
AO17	Configure technical RFC connections (TA SM59) to systems managed by SAP	OMC responsible to perform/deliver
AO18	Configure RFC connections (TA SM59) to technical systems managed by the customer and any application-related RFC connection	OMC responsible to perform/deliver
	SAP Client Operations	
AO20	Perform client export/import between SAP systems (including analysis and resolution of technical issues)	Service provider responsible to perform/deliver

#	Task	Responsibility Matrix
AO22	Investigate and resolve functional errors (application, database tables/fields, etc.)	OMC responsible to perform/deliver
AO23	Creation, execution, monitoring and troubleshooting of batch input sessions	OMC responsible to perform/deliver
AO24	Configuration, monitoring and troubleshooting of interfaces and interface related functions (e. g. IDOCs, interface scripts and jobs, qRFC/tRFC/bgRFC, ALE Interface Administration scenarios etc.)	OMC responsible to perform/deliver
	Job Scheduling	
AO25	Schedule (via SM36 --> standard jobs), check and monitor standard SAP system batch jobs to facilitate best-practice housekeeping of SAP system	OMC responsible to perform/deliver
AO26	Administration of application batch jobs:	
	- Define production job schedule and dependencies based on business requirements	
	- Job scheduling	
	- Job monitoring	
	- Verify results for job completion and accuracy	
	- Troubleshooting	
	- Adjust schedule to account for failures and delays	
	Change Control	
AO27	Configure and maintain SAP Transport Management System (STMS), setup of transport routes	Service provider responsible to perform/deliver
AO28	Transfer and release of transport orders	OMC responsible to perform/deliver
AO29	Execute transports to move objects between SAP systems	OMC responsible to perform/deliver
AO30	Troubleshooting SAP Transport Management System	OMC responsible to perform/deliver
AO31	Address functional transport problems	OMC responsible to perform/deliver
AO32	Apply SAP Support Packages to implement latest software updates in the systems	Service provider responsible to perform/deliver
AO33	Apply recommended SAP Enhancement Packages to apply latest improvements and additional functionality in the systems	Service provider responsible to perform/deliver
AO34	Adjustment of repository objects as part of software changes	OMC responsible to perform/deliver
AO35	Test and acceptance of object changes	OMC responsible to perform/deliver
	E - SAP J2EE Operations	
	SAP J2EE	
AJ1	Troubleshooting of SAP J2EE in case of technical issues	Service provider responsible to perform/deliver
AJ2	SAP J2EE: adjust/configure Java applications	Service provider responsible to

#	Task	Responsibility Matrix
		perform/deliver
AJ3	Patch SAP J2EE to keep software level up-to-date	Service provider responsible to perform/deliver
	F – New Server Provisioning (Can be done through CR)	
	Security Planning	
SP1	Provide application communication requirements	Service provider responsible to perform/deliver
SP2	Determine communication and security requirements	Service provider responsible to perform/deliver
SP3	Create and maintain security policies	Service provider responsible to perform/deliver
SP4	Determine security strategy and implementation plans	Service provider responsible to perform/deliver
SP5	Monitor and assess security strategies	Service provider responsible to perform/deliver
	Hardware Operations	
SP6	Maintain valid vendor maintenance agreements as needed	Service provider responsible to perform/deliver
SP7	Use vendor proactive support capabilities to help identify potential failures	Service provider responsible to perform/deliver
SP8	Schedule hardware maintenance (for hardware failures and planned modifications	Service provider responsible to perform/deliver
SP9	Schedule hardware/equipment maintenance as recommended by vendors	Service provider responsible to perform/deliver
SP10	Monitor hardware	Service provider responsible to perform/deliver
	Server Management	
SP11	Sizing of server infrastructure	Service provider responsible to perform/deliver
SP12	Provide server infrastructure	Service provider responsible to perform/deliver
SP14	Basic operating system installation	Service provider responsible to perform/deliver
SP15	Installation of OS patches and security updates	Service provider responsible to perform/deliver
SP16	Installation of antivirus software and patterns updates	Service provider responsible to perform/deliver
SP17	Antivirus software licenses	Service provider responsible to perform/deliver
SP18	Perform scheduled startup/shutdown of hardware	Service provider responsible to perform/deliver
SP19	Restart the hardware after failure	Service provider responsible to perform/deliver
SP20	Define hardware monitoring requirements	Service provider responsible to perform/deliver
SP21	Define operating system monitoring requirements	Service provider responsible to perform/deliver
	Storage Management	

#	Task	Responsibility Matrix
SP22	Manage disks per standards	Service provider responsible to perform/deliver
SP23	Manage data files/file systems	Service provider responsible to perform/deliver
SP24	Request storage area size/ size extensions for the backup storage area. Select and execute backup according to application/ customer needs and store backup data into the designated backup storage area. Ensure housekeeping of the backup storage area.	Service provider responsible to perform/deliver
SP25	Provide an NFS or SMB share as backup storage area to allow storage of customer defined backups. Backup storage area sizing is done based on OMC input as contracted.	Service provider responsible to perform/deliver
SP26	Scale storage capacity	Service provider responsible to perform/deliver
	Application Management	
SP27	Define application requirements	Service provider responsible to perform/deliver
SP29	Application installation	Service provider responsible to perform/deliver
SP30	Application operations	Service provider responsible to perform/deliver
SP31	Installation of patches and security updates	Service provider responsible to perform/deliver
SP32	Application monitoring	Service provider responsible to perform/deliver
	Disaster Recovery	
SP33	Provide VM and related storage in the secondary Data Center. Provide full access privileges (root access) to the VM.	Service provider responsible to perform/deliver
SP34	Setup application on the dedicated VM in the secondary Data Center. Configure file system replication between primary and the secondary Data Center across the customer WAN network. Monitor the replication status and perform necessary operation activities.	Service provider responsible to perform/deliver
	F - Enterprise Portal	
	Operations	
EP1	Monitoring application services for Portal, SAP J2EE, IIS, and ITS	Service provider responsible to perform/deliver
EP2	Maintain Portal, Database, SAP J2EE, IIS, and ITS	Service provider responsible to perform/deliver
EP3	Maintain LDAP (Novell, ADS, Iplanet and others)	Service provider responsible to perform/deliver
EP4	Analyze Portal System logs and revise failures occurred	Service provider responsible to perform/deliver
EP5	System landscape maintenance, connection of external systems – e.g. SAP	Service provider responsible to perform/deliver

#	Task	Responsibility Matrix
EP6	Definition of data source	Service provider responsible to perform/deliver
EP7	User mapping	Service provider responsible to perform/deliver
EP8	Role/Channel/iPanel allocation	Service provider responsible to perform/deliver
EP9	Content administration	Service provider responsible to perform/deliver
EP10	Set-up and maintain Portal user master data	Service provider responsible to perform/deliver
EP11	Lock and delete portal user master data	Service provider responsible to perform/deliver
EP12	Release locked portal users	Service provider responsible to perform/deliver
EP13	Define and change licensee specific portal authorization profiles	Service provider responsible to perform/deliver
EP14	Administer Content Repository	Service provider responsible to perform/deliver
EP20	Customize, upgrade EP including all components,	Service provider responsible to perform/deliver
EP21	Upgrade JVM	
EP22	Monitor iViews	Service provider responsible to perform/deliver
EP23	Upgrade of pages, roles, static html content	Service provider responsible to perform/deliver
EP24	Monitoring and maintenance of Java services	Service provider responsible to perform/deliver
EP25	Define and implement security concept for application	Service provider responsible to perform/deliver
EP26	Define and implement infrastructure security concept	Service provider responsible to perform/deliver
	F - SNC Operations	
	Installation and Configuration	
SN1	Configuration & customization of SNC	Service provider responsible to perform/deliver
SN2	Application specific monitoring (e.g. CIF, qRFC, application log)	Service provider responsible to perform/deliver
SN3	Mail server configuration in NetWeaver	Service provider responsible to perform/deliver
SN4	Maintain allowed senders e-mail addresses for file upload	Service provider responsible to perform/deliver
SN5	Monitoring of mail traffic	Service provider responsible to perform/deliver

NB: The above listed Task are the tentative list of works and shall be executed during the 5 Years contract period as and when required.

9. Documents / Reports to be provided by Ser

9.1. **Migration**

a. Architectural Diagram
b. Standard Operating Procedure (SOP) for each activity
c. High Level Design (HLD) and Low-level Design Document (LLD) component wise.
d. Backup strategy
e. Properly documented the migration activity with screen shots.
f. Issues identified and its resolution encountered during migration and post-migration should be documented properly with screen shot.
g. Report on Daily monitoring of system in a mutually agreed format with action taken & status for 1st 3 **months after go-live.**

9.2. **O & M**

a. Weekly Report on EWA analysis & implementation of recommendations
b. Root Cause Analysis report on occurrence of critical incident.
c. Update HLD /LLD on change of application or DB patch
d. Monthly report on SAP Security patch released vs implemented status.
e. Quarterly report on OS security patches released vs implemented status.
f. Status of DLP policy & other critical policy update to comply as per IT act.

10. **Project Timeline**

OMC envisages the completion of the successful implementation of the project within a timeframe of 8 weeks from the start of the project. Post successful Go-Live, the bidder need to maintain and support the application for a period of 5 years.

Sl No	Milestone	Time of completion
1	Project start	T= Date of kick-off meeting
2	Assessment of Current landscape & preparation of new infrastructure architecture & migration plan	T+1 week
3	Signoff on System architecture & Migration Plan	T +2 week
4	Completion of POC	T +3 week
5	Set up infrastructure as per approved design & installation of SAP application	T +4 week
6	Migration of system including all post activities resolve all critical issues, which can be a show stopper & Go live declaration	T+7 week
7	Fixing of all other migration issues	T+8 week
8	Solution manager Technical monitoring setup	T+8 week

	& other configuration	
10	Provide all detailed documentation as per SOW	T+9 Week
11	Post go live support	3 month PGLS after go live declaration
12	Operation and maintenance as per the SOW	5 year Operation and maintenance starting from completion of the PGLS .

Above schedule is tentative however detail project schedule can be further fine-tuned with joint consultation by project team of OMC and implementing vendor in the interest of project.

11.   Contract period

11.1.   Effective Date of Contract shall be the date of Signing of Agreement.

11.2.   The Contract Period shall consist of following:

a.   Migration Period – It shall be the period from signing of agreement to the 3 months Post Go Live Event

b.   Operation and Maintenance Period – It shall be for a period of 5 years starting from 3 months of Post Go Live Event

11.3.   The SO/Contract shall be created every year during the entire duration of Contract Period depending upon the satisfactory performance of the Service Provider.

11.4.   At any point of time, OMC may rescind the awarded work without any risk and responsibility in case it is observed that work performance is poor or not in the interest of OMC.

11.5.   OMC management reserves the right to undertake evaluation of the progress of work at any point of the contract period.

12.   Payment terms:

12.1.   The place of payment shall be the head office of OMC.

12.2.   Payment for Migration of SAP HANA from Cloud to Cloud

Sl. No.	Milestone	Payment
1	Go Live Event	80% of Rate Quoted / Negotiated Price as the case may be
2	3 months beyond Go Live event	20% of Rate Quoted / Negotiated Price as the case may be

12.3.   Payment for Operations & Maintenance

Sl. No.	Milestone	Payment

1	On Completion of every quarter of Annual O&M Support Service	100% of Rate Quoted / Negotiated Price as the case may be for Annual Support Service pertaining to that particular quarter

12.4. The invoices/ bills submitted by the Service Provider should be accompanied by the certification of the officer concerned from OMC side/ designated key contact, confirming that the services have been delivered and the respective deliverables have been submitted in the time period in question.

13. Price Revision

No price revision: There shall be no price or rate revision throughout the contract period

14. Taxes & Duties

14.1. **Indirect Taxes**

A) The Service Provider agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws as applicable for the Scope of Supply in accordance with the provisions of this Service Order / Agreement. In case it is increased or decreased under any statute, rules, regulations, notifications, etc. of any Authority, the impact shall be to the account of OMC subject to submission of documentary evidence to the satisfaction of OMC.

B) In case any fresh tax is imposed by any Authority under any Applicable Law during the Contract Period, the Service Provider shall deposit the same to the appropriate Authority which shall be reimbursed by OMC on actuals and upon submission of documents evidencing such payment.

C) Obligations relating to Goods and Services Tax (GST)

    i) The Service Provider should have registration under GST Acts
    ii) The Service Provider has to raise Invoice as required under section 31 of the GST Act and relevant Rules made there under.
    iii) The Invoice should contain the following particulars as required under Rule 46 of CGST Rules;
        a. Name, address and Goods and Services Tax Identification

Number of the Supplier;

b.   A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolised as "-" and "/" respectively, and any combination thereof, unique for a financial year;

c.   Date of its issue;

d.   Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;

e.   Harmonised System of Nomenclature code for goods or SAC code for services;

f.   Description of goods or services;

g.   Quantity in case of goods and unit or Unique Quantity Code thereof;

h.   Total value of supply of goods or services or both;

i.   Taxable value of the supply of goods or services or both taking into account discount or abatement, if any;

j.   Rate of tax (Central tax, State tax, integrated tax, Union territory tax or Cess);

k.   Amount of tax charged in respect of taxable goods or services (Central tax, State tax, integrated tax, Union territory tax or Cess);

l.   Place of supply along with the name of the State, in the case of a supply in the course of Inter-State Trade or Commerce;

m.   Address of delivery where the same is different from the place of supply;

n.   Whether the tax is payable on reverse charge basis; and

o.   Signature or digital signature of the supplier or his authorised representative.

iv)   The Service Provider should file the GST Returns as required in the GST Acts, and details of Invoice submitted to OMC and GST amount charged thereon should reflect in Form GSTR-2A within a reasonable time, so as to make OMC enable to take Input Tax Credit (ITC) of the GST amount paid against those invoices.

v)   If due to any reason attributable to the Service Provider, Input credit of the GST amount paid on Invoices raised by the Service Provider is not available to OMC/denied by the dept. then the same will be recovered from the payments of the Service Provider or the Service Provider has to

deposit an equivalent amount.

vi) The Service Provider has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.

vii) The Service Provider will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.

viii) The Service Provider hereby undertakes to indemnify OMC, from any liabilities arising in future due to noncompliance by the Service Provider of the GST Acts, Rules and any other Acts currently in force and applicable to the Service Provider in relation to the job assigned to the Service Provider by OMC.

14.2. **Direct Taxes**

TDS as applicable shall be deducted under Income Tax Act,1961 and certificate of deduction shall be provided by OMC to the Service Provider in accordance with the provisions of Income Tax Act,1961.

15. **Liquidated Damages**

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

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

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

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

A) Appropriation of the Performance Security; OR

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

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

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

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

16.   Designated nodal officer and key contacts of OMC
Name Pradip Kumar Biswal
Designation: General Manager (IT)
Email: pkbiswal@odishamining.in

17.   Limitation of Liability

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

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

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

i)   Integrated Management System (IMS) policy of OMC – as available on the website of OMC and as may be updated by OMC from time to time

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

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

Ref: [•]

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

BETWEEN

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

AND

M/s. [•], a company incorporated under the provisions of the Companies Act, 1956/2013 or a registered partnership firm under the provisions of the Indian Partnership Act, 1932 or a LLP firm registered under LLP Act, 2008 and having its registered office at [•] (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the other part.

WHEREAS

i)   the Service Provider, in the ordinary course of its business, is engaged in providing [•] services to its clients, and have represented to OMC through their bid(s), against Bid document No. [•] dated [•] (hereinafter called the "Tender") for the Procurement of Services - [•] (through e-tendering);

ii)   on the basis of the said Tender, OMC has adjudged the Service Provider as a successful Bidder and issued Letter of Award (LoA) No. [•] dated [•] for the same;

iii)   the Service Provider has agreed through their letter of acknowledgement vide letter No. [•] dated [•] to perform and undertake the scope of work as described in the Tender;

iv)   the Service Provider is being engaged to provide the required services on the terms and conditions set forth in this Agreement;

NOW THEREFORE THE PARTIES hereby agree as follows:

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

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

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

1. Conditions of Contract

    (a) Contract Period: <include relevant clauses from SCC>

    (b) Payment Terms: <include details related to the final quoted /negotiated prices>

    (c) <Other important terms and conditions may be included>

    (d) The Agreement shall be governed by the laws of India and the courts of Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Agreement

    (e) This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement

    (f) All the terms and conditions as per the Bid document No. [•] dated [•] (including the General Conditions of Contract and Special Conditions of Contract) shall be applicable for this Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives on the day and year first before written.

For and on behalf of Odisha Mining Corporation
(Authorized Representative)
Name:
Designation:
Odisha Mining Corporation
OMC House, Bhubaneswar-751001

For and on behalf of M/s.

(Authorized Signatory)
Name:
Designation:
Name of the Service Provider:
Address:

In presence of the following witnesses

Name: Name:
Designation: Designation:
Odisha Mining Corporation   Name of the Service Provider:
OMC House, Bhubaneswar-751001   Address:

Annexure 3: Format for Power of Attorney

(to be executed on INR 100 non judicial stamp paper and to be duly notarized)

Known all men by these presents, we…………………………………………. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), …………………… son/daughter/wife of ……………………………… and presently residing at …………………., who is presently employed with us and holding the position of ……………………………. , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender against the Bid document no. [•] dated [•] published by the Odisha Mining Corporation Limited for the "Procurement of Services – [•]", including but not limited to signing and submission of all applications, bids and other documents and writings,

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,…………………………., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……… DAY OF …………. 20[•].

For   Witnesses

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

                                                                                       2.

Accepted

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

Annexure 4: Price Bid Format

Sl. No.	Items	UOM	Qty.	BASIC RATE per each in Figures To be entered by the Bidder INR	TOTAL AMOUNT Without GST	TOTAL AMOUNT In Words
A	Migration of SAP HANA	**Lumpsum**	**1**			
B	Hosting including Annual O&M Support Service for Year 1	Lumpsum /Year	1			
C	Hosting including Annual O&M Support Service for Year 2	Lumpsum /Year	1			
D	Hosting including Annual O&M Support Service for Year 3	Lumpsum /Year	1			
E	Hosting including Annual O&M Support Service for Year 4	Lumpsum /Year	1			
F	Hosting including Annual O&M Support Service for Year 5	Lumpsum /Year	1			

Note:

I)   Only type written price will be accepted

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

Signature of the Bidder with seal

Annexure 5: Declaration by the Bidder

(to be executed on INR 100 non judicial stamp paper and to be duly notarized)

Date:_____

Sub: Tender No. _____

In response to the Tender Document above stated, I/We hereby declare and solemnly swear that our Company/ firm _____ is not banned/blacklisted as on date by any competent court of Law, forum or any State Government or Central Government or their agencies or by any statutory entities or any PSUs.

AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, hereby agree to be treated as a disqualified Bidder for the ongoing Contract.

In addition to the disqualification our concern/entity may be banned/blacklisted.

AND, that I/We, shall have no right whatsoever, to claim for consideration of my/our bid at any stage and the money deposited in the form of EMD shall be liable for forfeiture in full, and the tender, if any to the extent accepted may be cancelled.

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:

Annexure 6: Check-list for the Techno-Commercial Bid

(to be enclosed with the Techno-Commercial Bid)

1. Name of the Bidder, Postal address & Registered Office:

2. Type of organization:

3. Contact name & designation of the Authorized Signatory of the Bidder & contact number:

4. Official email, phone, fax:

5. Official website:

Sl. No.	Qualification Requirement	Complied	Documents
1	Bidder's Experience – Documents in support of meeting Technical Criteria and Financial Criteria (Refer Chapter 7 and Clause 8.15.1)		
2	Incorporation related documents (Refer Clause 8.15.1)		
3	Tax related documents (Refer Clause 8.15.1)		
4	Declaration by the Bidder - Annexure 5		
5	Proof of payment of Tender Paper Fee		
6	Proof of payment of EMD/ documents related- to exemption from the same		
7	Power of Attorney - Annexure 3		
8	Signed copy of check list with seal - Annexure 6		
9	Bank details – Annexure 7		
10	Documents towards fulfillment of Technical Scoring criteria as per Clause 8.19.6		

Date   Signature of the Authorized Signatory of the Bidder with Seal

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

To

Odisha Mining Corporation Limited

OMC House, Post Box No. – 34, Unit 5, Bhubaneswar

Odisha – 751001

Sub: **Mandate for payment through electronic mode i.e. EFT/NEFT/RTGS**

Dear Sir,

We are hereby giving our consent to get all our payments due from Odisha Mining Corporation Ltd. through electronic mode i.e. EFT/NEFT/RTGS. We also agree to bear all the bank charges payable in this regard.

(Please furnish the information in capital letter)

1. Name of the Bidder
2. Address of the Bidder

PIN Code			
IT PAN			
e-mail Id		Mobile No	
Phone		FAX No	

3. Bank Particulars

Bank Name					
Branch Name					
Branch Place					
Account No.					
Account Type	Saving/Current/Cash Credit		Branch State		
RTGS Enable	Yes/No	NEFT Enabled	Yes/No	Core-Bank Enabled *	Yes/No
Branch Code		MICR Code		IFSC Code	

* In case of Bidders having Bank account in Union Bank of India

4. Effective Date

We hereby declare that the particulars furnished are correct & complete. If any transaction is delayed or not effected for incomplete/incorrect information/any other technical reasons, we will not hold the OMC Ltd. responsible.

Date   Signature of the Authorized Signatory of the Bidder with Seal

Certified that the Bank particulars furnished are correct as per our record.

Date: Signature of the Bank with seal

Annexure 8: Format for Performance Security

BG should be obtained from Nationalised/ Scheduled Bank and should be operable and invokable at its Branch in Bhubaneswar

(To be executed on INR 100/- non-judicial stamp paper)

B.G. No.   Dated:

WHEREAS:

(A)   …………………. ("AGENCY") and Odisha Mining Corporation having its office at OMC House, Bhubaneswar – 751 001 ("OMC") has issued a Letter of Award (LoA) dated ……………. (the "LoA") whereby OMC has agreed to engage the Agency for ……………………………………………………………………………………… (the "agreement").

(B)   The LOA requires the AGENCY to furnish Performance Security to OMC of a sum of INR _____/- (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the AGREEMENT, for a period of _____ (the "Guarantee Period").

(C)   We, ……………………. through our branch at ……………………..(Bhubaneswar) (the "Bank") have agreed to furnish this bank guarantee ("Bank Guarantee") as Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1.   The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to OMC upon occurrence of any failure or default in due and faithful performance of all or any of the AGENCY's obligations, under and in accordance with the provisions of the agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Agency, such sum or sums up to an aggregate sum of the Guarantee Amount as OMC shall claim, without OMC being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.

2.   A letter from OMC that the AGENCY has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that OMC shall be the sole judge as to whether the AGENCY is in default in due and faithful performance of its obligations under the agreement and its decision that the Agency is in default shall be final, and binding on the

Bank, notwithstanding any difference between OMC and the Agency, or any dispute between them pending before any court, tribunal, arbitrator or any other judicial or quasi-judicial body or by the discharge of the Agency for any reason whatsoever.

3. In order to give effect to this Bank Guarantee, OMC shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Agency and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for OMC to proceed against the Agency before presenting to the Bank its demand under this Bank Guarantee.

5. OMC shall have the liberty, without affecting in any manner the liability of the Bank under this Bank Guarantee, to vary at any time, the terms and conditions of the agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the AGENCY contained in the agreement or to postpone for anytime, and from time to time, any of the rights and powers exercisable by OMC against the AGENCY, and either to enforce or forbear from enforcing any of the terms and conditions contained in the agreement and/ or the securities available to OMC, and the Bank shall not be released from its liability and obligation under this Bank Guarantee by any exercise by OMC of the liberty with reference to the matters aforesaid or by reason of time being given to the AGENCY or any other forbearance, indulgence, act or omission on the part of OMC or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Bank Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Bank Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by OMC in respect of, or relating to, the agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Agency under the agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Bank Guarantee is restricted to the Guarantee Amount and this Bank Guarantee will remain in force until the expiry of the Guarantee Period, and

unless a demand or claim in writing is made by OMC on the Bank under this Bank Guarantee no later than twelve (12) months from the date of expiry of the Guarantee Period, all rights of OMC under this Bank Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Bank undertakes not to revoke this Bank Guarantee during its validity, except with the previous express consent of OMC in writing, and declares and warrants that it has the power to issue this Bank Guarantee and the undersigned has full powers to do so on behalf of the Bank.

9. Any notice by way of request, demand or otherwise hereunder may be sent by hand/messenger or by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of OMC that the envelope was so posted shall be conclusive.

10. This Bank Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period (including the claim period) or until it is released earlier by OMC pursuant to the provisions of the agreement.

11. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the agreement.

12. Notwithstanding anything contained herein:
    i) Our liability under this Bank Guarantee shall not exceed INR ....
    ii) The Bank Guarantee shall be valid up to ………. ("Expiry Date including claim period" ………………. of the Bank Guarantee).
    iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee on or before ………… (Claim Period of the Bank Guarantee) at our Branch at _____Bhubaneswar.
    iv) After claim period all your rights under this Bank Guarantee will be forfeited and we shall be relived and discharged from all liabilities

thereunder, irrespective of whether the original has been returned to us or not.

13. The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (UNION BANK OF INDIA, OMC CAMPUS BRANCH, BHUBANESWAR, IFSC CODE UBIN0810592)

Signed and Delivered by _____ Bank By the hand of Mr./Ms. _____, its _____ and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

NOTE:

(i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Bank Guarantee.

(ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

For _____ [Indicate name of Bank]

Signature……………………………………………………………………….

Full Name……………………………………………………………………..

Designation………………………………………………………………………

Power of Attorney No…………………………………………………………….

Date……………………………………………………………………………..

Seal of the Bank……………………………………………………………..

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

(1)

Signature……………………………………………………………………..

Full Name……………………………………………………………………..

(2)

Signature…………………………………………………………………………..

Full Name……………………………………………………………………..

Annexure 9: SA 8000 Compliance Format

A. <u>**Basic information**</u>

Name of the organization	
Registered Office Address	
Telephone No / Mobile No.	
Name of the contact person	
Number of employees (staff and Workers)	

B. <u>**Information regarding Social Accountability**</u>

- What is the minimum age required to join your organization? _____Years

▪ Do you engage child labour in any light work? Yes / No

▪ What types of certificates / ID proof (Like mark sheet, Birth certificate, aadhar card) you keep with you? Original / Photocopy

• Do you require to keep any kind of deposit at the time of employment? Yes / No

▪ Do the workers know the risk / hazard associated with their work? Yes / No

▪ Do you provide personal protective equipment(s) to your employees free of cost? Yes / No

▪ Do you ensure canteen facility for your employees? Yes / No

▪ What types of medical benefits you provide to your employees?

- Do you allow trade union and collective bargaining?   Yes / No
  If no, how do you ensure freedom of expression? (Write NA if you mark as yes)

  _____

  _____

- In case of non-performance of any employee, how do you deal with such situations?

  _____

  _____

- What are the procedures of hiring /promotion in your organization?

  _____

  _____

- Do you provide appointment letter to your employees?   Yes / No

-                                    Do you maintain a documented terms and conditions of employment, or personnel file? Yes/ No

- If no, how do you terminate your employee?

  _____

  _____

- How do you ensure that your employees are not discrimination on the basis of cast creed, gender, religion, age etc?

  _____

  _____

- How many shift you have?   _____ shifts

- Which day is off day in your organization?   _____

- In case, a person works in off day or holiday, how he / she is compensated?

_____

_____

- Do you engage worker in overtime?   Yes / No
- Do you pay overtime to your employees as per law?   Yes / No

-     Lowest amount (salary / wage) you pay to your employees?
      Rs._____/- (per day)
-     Highest amount paid by you?   Rs._____/- (per day)
-     Is there any case of deduction in wage?   Yes / No
-     In case, it is yes, what are the general reasons for such deduction?

_____

_____

_____

-     Have you taken care to look into issues related to child labour Forced labour, health & safety, working hours and remuneration of your suppliers
      Yes / No

Declaration:

We do hereby declare that our organization is committed to the principles of social accountability. We will promptly implement remedial / corrective actions identified against the requirement and will promptly inform your organization. We also declare that the sub contractors / sub supplier's performances are monitored by us regarding issues related to SA8000.

Moreover, we declare that if invited, we shall participate in awareness programme as well as monitoring programme organized by you.

We declare that the above-mentioned information are correct to the best of our knowledge

_____

(Signature)

Name of the person:_____

Designation: _____

Seal of the organization

Date   _____/_____/ _____

Annexure 10: Declaration for Location of Data Centre and Data Recovery Centre

Date:

Sub: Tender No.

In response to the Tender Document above stated, I/We hereby declare that he datacentre standard shall be tier 4 & above with MeitY approved. Also, we confirm that the proposed primary and Disaster Recovery (DR) data center is located in different seismic zone within the geographical boundary of India.

Detail of Proposed Primary Data Centre: _____

Detail of Proposed Disaster Recovery Centre: _____

AND, if at any stage the declaration is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, hereby agree to be treated as a disqualified Bidder for the ongoing Contract.

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Annexure 11: Format for Submission of Curriculum Vitae (CV)

<table>
<tr><td rowspan="7" style="width:30%">Color passport size photograph of the professional</td></tr>
</table>

Color passport size photograph of the professional

<Name of the expert/ professional>

Summary:			
<Summary of the experience, qualifications and other credentials of the expert/ professional>			
1. Name of Firm:			
4. Date of Birth:		**Citizenship:**	
5. Education:			
College/ University Attended	**Degree/ Certificate**		**Date Obtained**
6. Membership of Professional Associations:			
7. Certifications:			
8. Other Training:			
9. Employment Record:			
From (Year)	**To (Year)**	**Employer**	**Positions held**
10. Relevant Experiences			

Task Assigned	Experience

11. Certification:

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

   I. This CV correctly describes my qualifications and my experience.

  II. I, the undersigned, certify that to the best of my knowledge and belief, this curriculum vitae correctly describes me my qualification and my experience

 III. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

To be signed by both the professional/ expert as well the authorized signatory of the Bidder