Mormugao Port Trust
Finance Department
IT Cell

Corrigendum No. 3 to NIOT no. FA/IT(7-ERP)/2018/230 dated 26.01.2018 for SAP HANA Migration.

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S.No	Section No.	Clause / Point /Page No	Reference/Subject	Request for Amendment	MPT Clarifications/Amendments to
1	4	15	**MINIMUM ELIGIBILITY CRITERIA & SCOPE OF WORK** Bidder□s experience of having successfully completed the work of SAP ERP Migration from Oracle Database to HANA database during the last 5 years from the due date of submission of bid. The Work Order as well as completion date should be within last 5 years from the due date of submission of bid. Copy of the Purchase/Work Order with prices and details of user base along with corresponding completion certificate from the client should be furnished. The completed works should be either of the following:- **4.2.1.1** Three similar completed works of not less than Rs.16,00,000/- OR **4.2.1.2** Two similar completed works of not less than Rs.24,00,000/-	Request for consideration and minor amendment highlighted in yellow color. Bidder's experience of having successfully completed the work of SAP ERP Migration from Oracle Database to HANA database during the last 5 years from the due date of submission of bid. The Work Order as well as completion date should be within last 5 years from the due date of submission of bid. Copy of the Purchase/Work Order with prices and details of user base along with corresponding completion certificate from the client should be furnished. The completed works should be either of the following:- **4.2.1.1** Three similar completed works of not less than Rs.16,00,000/- (Out 3 minimum 2 should be Oracle Database to Hana Database Migration) OR **4.2.1.2** Two similar completed works of not less than Rs.24,00,000/- OR **4.2.1.3** One similar completed	**Tender Condition Prevails.** **However, the bidder is permitted to submit e-mail from client that the work has been completed in case the bidder was not issued Completion Certificate by the Client**.

			OR **4.2.1.3** One similar completed works of not less than Rs.32,00,000/- and one more completed work of any value.	works of not less than Rs.32,00,000/- and one more completed work of any value.	
2			General	To optimize the cost and without compromising on quality hope MPT Goa will allow bidders to use Mix Mode (Onsite & Offsite) during migration period.	It is clarified that Mix Mode is permitted subject to one technical consultant on-site during crucial times.
3			General	For onsite deployment of resource , base location will be MPT Goa office ? Hope bidders doesn't have to deploy resources at Navi Mumbai office of Control S?	It is clarified that the location for on-site deployment would be MPT, Headland Sada.
4			General	Post Migration Support :- 3 Months support is full offshore ?	Post migration support should be initially at least four weeks on-site.
5	3	**16**	Solution Manager	Solution Manager hardware details are missing as SAP Solution Manager is required to generate stack file for SAP HANA migration.	Solution Manager will be at MPT Site. Current System: HP ML 350 G5, 16 GB RAM, Windows Server 2012 R2.
6	3	**17**	FLM landscape	FLM component installed on EHP7 landscape or FLM (Gateway) have separate landscape. Does FLM got implemented?	FLM component installed on ECC EHP7 Landscape. No. Product Testing is going on.
7			General	Functional testing after SAP HANA database migration carried by MPT Goa ?	MPT Team will carry out functional testing.
8			General	Does MPT would like to upgrade ERP from EHP7 to EHP8 during SAP HANA database migration. If we are going to upgrade SAP ERP to EHP8 then related landscape	It is clarified that it is not required to upgrade ERP from EHP 7 to EHP 8 during HANA database migration. However, patches will have to applied if required during

#				Content	MPT
				needs to upgrade to SAP NetWeaver 7.5 i.e. PI/XI & EP.	migration.
9			General	SAP PI/XI have only JAVA stack in SAP NetWeaver 7.5 hence green field implementations needs to be consider for PI/XI?	It is clarified that XI is dual stack but PO is JAVA only stack. Green Field Implementation is to be considered only if migration is not possible.
			General	Which are the other database other than SAP Oracle which need to be migrated? Hope bidders scope will be to migrate only SAP database	Please refer to Para 4.3.7 which includes MaxDB besides Oracle Databases.

Clarifications/Amendments to NIOT No. FA/IT(7-ERP)/2018/230 in response to Queries raised by Highbar Technocrat Ltd.

#	RFP Document Reference			Content of the RFP requiring Clarification	Clarification Sought	MPT Clarifications/Amendments
	Secion No	Sub-Section	Page No			
3	4.3	SYSTEM SET-UP TABLE FOR PHASED DEPLOYMENT ON HANA ENTERPRISE CLOUD	18	Start Date of Allotment/Availability of SAP Servers on HANA Enterprise Cloud (HEC)	It is recommended to do POC before moving to Development environment. We request MPT for providing server (same as production server configuration) for Proof of Concept (POC) till migration process.	MPT may not be able to provide alternate server same as production server for proof of concept. Quality Systems would be migrated first.
2	4.3.6	SYSTEM SET-UP TABLE FOR PHASED DEPLOYMENT ON HANA ENTERPRISE CLOUD	18	Start Date of Allotment/Availability of SAP Servers on HANA Enterprise Cloud (HEC)	We understand Development System will be available by 31.03.2018 and Quality Assurance system will be available by 30.04.2018, We request MPT to confirm.	It is clarified that Quality Assurance System will be available by 31.03.2018 and Development System will be available by 30.04.2018.

1	4.3.7		18	THE DATABASE MIGRATIONS FROM CURRENT OPERATING SYSTEM TO NEW OPERATING SYSTEM ON HANA ENTERPRISE CLOUD.	We request to MPT for clarifying, Is there Dual Stack in the landscape?	It is clarified that XI system is dual Stack.
5	4.3.8	To BE LANDSCAPE AT HANA ENTERPRISE CLOUD - CONSOLIDATED VIEW	19		Web Dispacher and Load are not mentioned in existing server system (Ref : 4.3.4 - SAP SYSTEMS / APPLICATIONS IMPLEMENTED). We request to clarify MPL, whether these are new instances to be implemented & reason behind the same?	It is clarified that Web Dispatcher instances will be implemented by SAP HANA Enterprise Cloud.
4	4.3.9.6	SCOPE OF WORK (SOW) ON OPERATING SYSTEM & DATABASE MIGRATION	20		It is required that after migration into testing servers, system needs to be tested and validated for business processes & customisations by MPT core team.We request MPT to provide core team for the testing and validation.	MPT Core team would carry out testing post migration.
5	2	TECHNICAL ELIGIBILITY	2	2.1 Bidder‟s experience of having successfully completed two works of SAP ERP Migration from Oracle Database to HANA Database during the last 5 years from the due date of submission of bid. The Work Order as well as completion date should be within last 5 years from the due date of submission of bid. Copy of the Purchase/Work Order along with corresponding	we request department to change the clause as : 2.1 Bidder‟s experience of having successfully completed two works of SAP HANA implementation during the last 5 years from the due date of submission of bid. The Work Order as well as completion date should be within last 5 years from	Tender Condition Prevails. However, the bidder is permitted to submit e-mail from client that the work has been completed in case the bidder was not issued Completion Certificate by the Client.

4

| | | | | completion certificate from the client should be furnished. The completed works should be either of the following:- 2.1.1 Three similar completed works of not less than Rs.16,00,000/- OR 2.1.2 Two similar completed works of not less than Rs.24,00,000/- OR 2.1.3 One similar completed works of not less than Rs.32,00,000/- and one more completed work of any value. 2.2 Similar work means the work of SAP ERP migration from Oracle Database to HANA Database. | the due date of submission of bid. Copy of the Purchase/Work Order along with corresponding completion certificate from the client should be furnished. The completed works should be either of the following:- 2.1.1 Three similar completed works of not less than Rs.50,00,000/- OR 2.1.2 Two similar completed works of not less than Rs.75,00,000/- OR 2.1.3 One similar completed works of not less than Rs.1,00,00,000/- and one more completed work of any value. 2.2 Similar work means the work of SAP HANA implementation | |

Clarifications/Amendments in response to Queries raised by INNOWAVE IT Infrastructures			
Section	Existing Criteria	Request For Change	MPT Clarifications/Amendments
4	**MINIMUM ELIGIBILITY CRITERIA & SCOPE OF WORK** Bidder"s experience of having successfully completed the work of SAP ERP Migration from Oracle Database to HANA database during the last 5 years from the due date of submission of bid. The Work Order as well as completion date should be within last 5 years from the due date of submission of bid. Copy of the Purchase/Work Order with prices and details of user base along with corresponding completion certificate from the client should be furnished. The completed works should be either of the following:- 4.2.1.1 Three similar completed works of not less than Rs.16,00,000/- OR 4.2.1.2 Two similar completed works of not less than Rs.24,00,000/- OR 4.2.1.3 One similar completed works of not less than Rs.32,00,000/- and one more completed work of any value.	**Request for change** Bidder"s experience of having successfully completed the work of SAP ERP Migration from Oracle Database to HANA database during the last 5 years from the due date of submission of bid. The Work Order as well as completion date should be within last 5 years from the due date of submission of bid. Copy of the Purchase/Work Order with prices and details of user base along with corresponding completion certificate from the client should be furnished. The completed works should be either of the following:- 4.2.1.1 Three similar completed works of not less than Rs.16,00,000/- (Out 3 minimum 1 should be Oracle Database to Hana Database Migration) OR 4.2.1.2 Two similar completed works of not less than Rs.24,00,000/- OR 4.2.1.3 One similar completed works of not less than Rs.32,00,000/- and one more completed work of any value	**Tender Condition Prevails.** **However, the bidder is permitted to submit e-mail from client that the work has been completed in case the bidder was not issued Completion Certificate by the Client**.
	General	Please let us know which are other data base which need to be migrated other than SAP ERP Oracle database	**Tender Condition Prevails.** **No other database migration other than Oracle will be considered.**

Clarifications/Amendments to NIOT No.FA/IT(7-ERP)/2018/230 in response to Queries raised by KPIT Ltd.

Sr. No.	Section/ Clause	Page No. in the Tender Document	KPIT Query	MPT Clarifications/Amendments
1	Technical Eligibility/4.2/4.2.1	15	Original Eligibility Clause as per Tender: Bidder's experience of having successfully completed two works of SAP ERP Migration from Oracle Database to HANA Database during the last 5 years from the due date of submission of bid. The Work Order as well as completion date should be within last 5 years from the due date of submission of bid. Copy of the Purchase/Work Order along with corresponding completion certificate from the client should be furnished. The completed works should be either of the following:- • Three similar completed works of not less than Rs.16,00,000/- OR • Two similar completed works of not less than Rs.24,00,000/- OR • One similar completed works of not less than Rs.32,00,000/- and one more completed work of any value. Similar work means the work of SAP ERP migration from Oracle Database to HANA Database KPIT Request : Most of companies in outside India do not give completion certificate. We request you o kindly consider self certification from KPIT. We will provide PO/Work Order.	Tender Condition Prevails. However, the bidder is permitted to submit e-mail from client that the work has been completed in case the bidder was not issued Completion Certificate by the Client.
2	Payment Terms		**KPIT proposed payment terms:** 10% Advance/Kickoff and project plan submission 20% Dev Instance Completion 25% QA Instance Completion 20% UAT Testing 15% PRD Instance Completion 10% Post Go-Live Support	Tender Condition Prevails

3	Additional Clause to be added - Limitation of liability		Please add "In no event shall either party be liable to the other for any loss of profits, loss of revenue, loss of data, loss of use, any indirect, incidental, special, exemplary, punitive or consequential damages, incurred by either party or any third party, whether in an action in contract or tort, strict liability or other legal or equitable theory regardless of whether such damages were foreseeable or if the other party or any other person has been advised of the possibility of such damages. Bidder's aggregate liability under this Agreement shall in no event exceed the amount of fees actually paid by the MPT (excluding reimbursement of expenses and applicable taxes)."	Additional Clause is not acceptable. However, it is clarified that Bidder's aggregate liability under this Agreement shall in no event exceed the amount of fees actually payable by MPT.
4	General		Please confirm if to be and current version of all the proposed system will remain same except PI/PO as mentioned in tender?	It is clarified that except PI/PO, it is not required to migrate to EHP 8 but the work may includes applying patches wherever required either pre-migration or post-migration for compatibility.
5	General		Please provide the DB size of all the applications ERP, Portal, PO and DMS?	ERP DB Size - Total 567.97 GB out of which 370.57 GB used as on date. XI - Total 32.71 GB out of which 18.26 GB Used.
6	General		Please confirm if SAP HEC team has proposed any methodology like traditional Export/Import or DMO migration as Migration is on HEC environment and SAP HEC Team doesn't provide the OS access to consulting partner, Please let us know in case of anything else?	It is clarified by SAP HEC that the bidder can use traditional export/import or DMO migration methodology.
7	General		Network/Hardware Administration will be out of scope for KPIT, Please confirm if our understanding is correct?	It is clarified that Network/Hardware will be out of scope for Bidder
8	General		As this is HEC infra migration so please confirm the SOW for HEC and if SAP systems and on to be (HEC) landscape will be implement and migrate by HEC. Please confirm if bidder will get the Operating system access on HEC environment to complete the migration?	It is clarified by SAP that HEC will provide OS access to bidders during migration.

9	4.3.9/Scope Of Work	20	• How many ccBPM scenarios are there • How many interfaces use JAVA mapping / XSLT mapping / ABAP mapping • Is any kind of permorance improvent is in scope after migration/re-implementation of interfaces	There are 25 ccBPM Scenarios. All Interfaces are using JAVA/XSLT mapping. Performance Improvement is in scope for migration/re-implementation of interfaces.
10	5.8 TERMS OF PAYMENT	23	We propose to add - "MPT shall pay invoices without any set off and deductions within thirty (30) days from the date of invoice. MPT shall communicate in writing any disputes in invoices submitted by KPIT within a period of twenty-five (25) days from the date of invoice, failing which the invoices shall be deemed accepted by the MPT. Any amount payable by the MPT under this Agreement which remains unpaid after the due date shall be subject to late fees of 1.5% of the amount due per month from the due date until MPT pays the amount due in full."	Tender Condition Prevails
11	5.8 TERMS OF PAYMENT	23	We propose to add - MPT should provide acceptance for milestone delivery within 7 days otherwise it will be treated as deemed acceptance.	Tender Condition Prevails
12	5.14 TERMINATION OF WORK ORDER/CONTRACT	24	We propose to add - In the event of termination, KPIT will be eligible to get paid for all the services performed / milestones achieved till the date of termination along with the un-recovered value of the Investment made by KPIT (as specifically stated in SOW) and termination charges as mutually agreed in SOW.	Tender Condition Prevails

13	the Bidder shall pay to the Port a sum equivalent to 0.5% per week or part thereof of the total value of thecontract subject to a maximum of 5% of the total value of contract	24	We propose that the penalty applicable should be 0.5% per week or part thereof of delayed milestone/ invoice subject to maximum of 5% of the delayed milestone/ invoice value. Also, the penalty on interim milestones should not be applicable if the delivery dates of final milestone is achieved.Further this should not be applicable if the delay is caused on account of MPT or MPT's appointed other contractor's dependencies.	The relevant clause is amended as follows : 5.15 COMPENSATION FOR DELAY IN EXECUTION OF CONTRACT If the Bidder fails to complete the work in all respects within the time specified or within the extended time that may be allowed by the Port, the Bidder shall pay to the Port a sum equivalent to 2% per week or part thereof of the total value of the contract subject to a maximum of 10% of the total value of contract as liquidated and ascertained damages and not by way of penalty which may also be deducted from any moneys due to the Bidder. The payment of such damages does not relieve the Bidder of his obligations to complete the work or from any other obligations or liabilities under the contract. However, penalty will not applicable if the delay is caused on account of MPT or MPT's appointed other Contractor's dependencies.
14	penalty which may also be deducted from any moneys due to the Bidder.	24	We propose "All the invoices should be settled without any deductions. Penalties, if any should be settled via debit or credit mechanism".	Tender Condition Prevails.

| 15 | Proposed Arbitration clause | | **Arbitration: Any dispute and/or difference or claim arising out of or pertaining to this Agreement, shall first be resolved amicably by the parties through negotiations involving their senior management, failing which the same shall be submitted to arbitration. Such arbitration proceedings shall be conducted in English Language at Mumbai, India in accordance with the Arbitration & Conciliation Act 1996, and the rules made thereunder, as amended from time to time. The arbitration shall be conducted by an arbitral tribunal consisting of three arbitrators. Each party shall appoint an arbitrator and the two arbitrators appointed by the parties shall jointly appoint a third arbitrator. The award passed by such arbitral tribunal in pursuance of such arbitration proceedings shall be final and binding on both parties.** | Tender Condition Prevails. |
| | Termination Clause | | KPIT gets right to Terminate the contract for non-payment of dues by MPT | Not Accepted |

FA & CAO
Mormugao Port Trust