

**MORMUGAO PORT TRUST  
FINANCE DEPARTMENT  
IT CELL**

**NOTICE INVITING ONLINE TENDERS (NIOT)**

**DETAILS OF TENDER**

1	ORGANISATION	<b>MORMUGAO PORT TRUST (MPT)</b>
2	DEPARTMENT & SECTION	<b>FINANCE DEPARTMENT, IT CELL</b>
3	TENDER INVITING AUTHORITY	<b>FINANCIAL ADVISER &amp; CHIEF ACCOUNTS OFFICER, MORMUGAO PORT TRUST ADMINISTRATIVE BUILDING, HEADLAND SADA, GOA 403 804.</b>
4	E-TENDER REFERENCE NO.	<b>FA/IT(7-ERP)/2018/230 DATED 26.01.2018</b>
5	NAME OF THE WORK	<b>SAP ERP MIGRATION INCLUDING MIGRATION OF ORACLE DATABASE (MPT SITE) TO HANA DATABASE (HANA ENTERPRISE CLOUD DATA CENTER, NAVI MUMBAI) INCLUDING OS &amp; OTHER DATABASES MIGRATIONS.</b>
6	PRE-BID MEETING	<b>01.02.2018 at 15:00 hrs.</b>
7	LAST DATE & TIME FOR RECEIPT OF BIDS	<b>07.03.2018 at 10:00 hrs.</b>
8	BID OPENING DATE	Techno-commercial Bid (Cover-I) will be opened on: <b>08.03.2018 at 10:00 hrs.</b>  Date of opening of Price Bid shall be notified after scrutiny and evaluation of Techno-commercial Bid.
9	BIDDING TYPE	<b>OPEN (E-TENDER MODE ONLY)</b>
10	BID VALIDITY	<b>90 DAYS</b>
11	TENDER CURRENCY TYPE	<b>SINGLE</b>
12	TENDER CURRENCY SETTINGS	<b>INDIAN RUPEE (INR)</b>
13	TENDER FEE	<b>Rs.2,000/-</b>
14	EMD COST	<b>Rs.50,000/-</b>

16	MINIMUM ELIGIBILITY CRITERIA (MEC)	<p><b>1.0 FINANCIAL ELIGIBILITY:</b></p> <p>Bidder's average Audited Annual Financial Turnover during the last 3 years ending 31st March of the previous financial year should be at least 12,00,000/-. Copies of the Audited Profit &amp; Loss Account &amp; Balance Sheets for the last 3 years ending 31st March of the previous financial year should be provided as supporting documents.</p> <p><b>2.0 TECHNICAL ELIGIBILITY:</b></p> <p>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 completion certificate from the client should be furnished. The completed works should be either of the following:-</p> <p>2.1.1 Three similar completed works of not less than Rs.16,00,000/- OR</p> <p>2.1.2 Two similar completed works of not less than Rs.24,00,000/- OR</p> <p>2.1.3 One similar completed works of not less than Rs.32,00,000/- and one more completed work of any value.</p> <p>2.2 Similar work means the work of SAP ERP migration from Oracle Database to HANA Database.</p> <p>2.3 Compliance to requirement of having the below specified SAP Lead Consultants at the bidder's disposal and these consultants to be earmarked for this project as on due date for bid submission.</p> <p>2.3.1 Profile of Project Manager.</p> <p>2.3.2 Profile of SAP HANA Lead</p> <p>2.3.3 Profile of SAP FLM Lead.</p> <p>2.3.4 Profile of DMS Lead</p> <p>2.3.5 Profile of SAP EP Lead</p> <p>2.3.6 Profile of SAP Basis Lead.</p> <p>2.3.7 Profile of Development Lead.</p> <p>2.3.8 Profile of Interface Developments (PI/XI) Lead.</p> <p>In this regard the bidder shall submit curriculum vitae/profile of these SAP lead consultants. All the supporting documents uploaded by the bidder, as evidence of meeting technical and financial criteria as stated above are required to be duly signed and sealed. In the absence of such requisite documents, MPT reserves the right to reject the bid without any reference to the bidder.</p>
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17	ONLINE DOCUMENTS REQUIRED TO BE SUBMITTED	<p>Scanned Copies of the Following Documents :</p> <ol style="list-style-type: none"> <li>1. Self-Certified Letter, certifying that the payment of Tender Fees and EMD remitted through e-mode as stipulated in the tender.</li> <li>2. Attested Copies of Audited Profit &amp; Loss Account &amp; Balance Sheets for the last 3 years ending 31st March of the previous financial year should be provided as supporting documents.</li> <li>3. Copies of the Purchase/Work Orders along with corresponding Completion Certificates from the clients in support of Bidder's experience of having successfully completed similar works during last 5 years from the due date of submission of bid.</li> <li>4. Profile of SAP Consultants to be earmarked for this project as on due date for bid submission duly signed by authorized person of the firm, with tendering firm's seal.</li> <li>5. Complete Set of Tender Document along with all requested Annexures duly filled in, complete in all respects, all pages signed and sealed by Authorized Signatory of the Firm.</li> <li>6. Self-Attested copy of PAN Card.</li> <li>7. Self-attested copy of the GST Registration Certificate.</li> </ol>
18	<p>PAYMENT OF TENDER FEE &amp; EMD</p> <p><b>NOTE: OUR BANK DETAILS ARE PROVIDED AT ANNEXURE VIII</b></p>	<p><b>Mode of Payment towards Tender Cost and EMD to be preferably paid online through e-Payment mode before due date via :</b></p> <ol style="list-style-type: none"> <li>1. <b>National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement (RTGS).</b>  <small>Note: Any Payments made through NEFT/RTGS will take 24 hours for its reconciliation. Hence the payments through NEFT/RTGS should be made at least TWO BANK WORKING DAYS in advance before any due date and upload the scanned copy of challans in the e-Tender website as a token of payment.</small></li> <li>3. <b>However, bidder can pay EMD &amp; Tender Fee in the form of Demand Draft which shall be furnished to FA &amp; CAO, MPT, Goa through post or by hand and shall reach on or before the bid opening date for the purpose of realization.</b></li> </ol>

19	FORMAT AND SIGNING OF BID	<p>The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf of the Bidders.</p> <p>The Bid shall contain no alterations, additions, except those to comply with instructions issued by the Port.</p>
20	BID OPENING AUTHORITY	FA & CAO / Finance Department Officers
21	ADDRESS	<p>MORMUGAO PORT TRUST</p> <p>Finance Department,</p> <p>Administrative Building,</p> <p>Headland Sada, Goa-403804.</p>
22	CONTACT DETAILS FOR CLARIFICATIONS	<p>1. Asst. Director(EDP) Phone : (0832) 2594419</p> <p>2. Asst. Manager(EDP) Phone : (0832) 2594423</p>
23	E-TENDERING HELP CONTACT DETAILS	<p>Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.</p>
24	WEBSITE	<a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>
25	FORMAT AND SIGNING OF BID	<p>The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf of the Bidders.</p>

**ONLINE TENDER DOCUMENT**  
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## 1.0 MPT STANDARD TERMS AND CONDITIONS FOR OUTSOURCING

### 1.1 TENDER DATES:

NIOT will be published on the website [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.mptgoa.com](http://www.mptgoa.com).

The tender will have a time schedule along the lines as indicated below:

Sl. No.	Particulars	Date (DD/MM/YYYY)	Time (Hours:Minutes)
a.	Tender Publication Date	26.01.2018	
b.	Document Download Start Date	26.01.2018	
c.	Start Date for seeking Clarifications by e-mail to <a href="mailto:mptgoa@mptgoa.com">mptgoa@mptgoa.com</a>	26.01.2018	09:30 hrs.
d.	Last date for seeking Clarification by e-mail to <a href="mailto:mptgoa@mptgoa.com">mptgoa@mptgoa.com</a>	22.02.2018	15:00 hrs.
e.	Pre-Bid Meeting	01.02.2018	15:00 hrs.
f.	Bid Submission Start Date	27.01.2018	09:30 hrs.
g.	Bid Submission End Date	07.03.2018	10:00 hrs.
h.	Technical Bid Opening date	08.03.2018	10:00 hrs.

### 1.2 GENERAL TERMS FOR SUBMISSION OF BID:

**1.2.1** The bidder has to submit his bids online as per the “2.0 Special Instructions to Bidders for online bid submission” specified in this tender document.

**1.2.2** All bids are to be submitted on or before the end date specified hereinabove. Bidders are instructed to refer to website specified in the NIOT for publication of any corrigendum pertaining to change in Scope of Work or any other Tender Conditions, if any before submission of bids.

#### **1.2.3 Clarifications:**

Bidders can seek clarifications, if any before the set due date and time for seeking clarifications. The clarifications sought will be furnished by MPT within 4 days to all the bidders who are participating in the tender.

#### **1.2.4 Bid Validity:**

The validity period of the bids shall be minimum 90 (ninety) days from the date of tender opening. The bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter any terms/conditions thereof without the written consent of MPT. If a bidder is found violating this condition, MPT shall have right to take appropriate further action.

#### **1.2.5 Prices:**

Prices quoted online must be FIRM; otherwise the offer will be rejected. Also prices quoted shall be exclusive of GST. Applicable GST will be paid as applicable.

**1.2.6** The Technical-bids shall be evaluated based on the information furnished by bidders. If any clarification is required from the bidder, MPT will seek such clarifications.

**1.3** After evaluation of Technical-bids, all the bidders who participated in the tender will get information regarding their acceptance or otherwise of their tender. Thereafter, an e-mail confirmation will be sent to all successful bidders communicating the date and time of opening of Price-bid.

**1.4 SUBMISSION OF ON-LINE BID:**

Please refer to the sections relating to Special Instructions to Bidders (SITB) for Online Bidding, General Instruction to Bidders (GITB), Minimum Eligibility Criteria & Scope of Work, Commercial Terms & Conditions, Price Bid Schedule etc. of the tender.

We shall be pleased to have your lowest offer on the subject tender.

Thanking you.

**Yours faithfully,  
For MORMUGAO PORT TRUST**

**Financial Adviser & Chief Accounts  
Officer**

## **2.0 SPECIAL INSTRUCTIONS TO BIDDERS FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **2.1 REGISTRATION**

- 2.1.1** Bidders are required to enroll on the e-Procurement Module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2.1.2** As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 2.1.3** Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 2.1.4** Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 2.1.5** Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **2.2 SEARCHING FOR TENDER DOCUMENTS**

- 2.2.1** There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2.2.2** Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 2.2.3** The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **2.3 PREPARATION OF BIDS**

- 2.3.1** Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2.3.2** Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 2.3.3** Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 2.3.4** To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has



been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

- 2.3.5** Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

## **2.4 SUBMISSION OF BIDS**

- 2.4.1** Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2.4.2** The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2.4.3** Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 2.4.4** Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 2.4.5** Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 2.4.6** The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 2.4.7** All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.4.8** The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.4.9** Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

**2.4.10** The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **2.5 ASSISTANCE TO BIDDERS**

**2.5.1** Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

**2.5.2** Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

### **3.0 GENERAL INSTRUCTIONS TO BIDDERS (GITB)**

#### **3.1 SCOPE OF SERVICES:**

Online Bids are invited from the reputed firms satisfying financial and technical eligibility criteria as indicated in the tender in two cover system (Cover-I:Techno-Commercial Bid & Cover-II : Price Bid) for SAP ERP Migration from Oracle Database to HANA Database for Mormugao Port Trust, Headland Sada, Goa in accordance with the Scope of Work specified in this tender. Bidder is required to submit their tender offer in the form of Two-cover system on or before due date (Refer NIOT). The time of opening of technical bid is as indicated at NIOT. The Notice Inviting Tenders (NIOT) issued by MPT forms part of the Tendering Documents.

#### **3.2 SAP SYSTEM LANDSCAPE:**

#### **3.3 COST OF BIDDING :**

The bidder shall bear all costs associated with the preparation and submission of the bid, including costs and expenses related to visits to the site and MPT will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### **3.4 PRE-BID MEETING :**

A Pre-Bid meeting will be held on 01.02.2018 at 15.00 hours at Finance Department Conference Room, 1st floor, Administrative Building, Mormugao Port Trust, Headland Sada, Goa 403804. Advance copy of the queries may also be forwarded by email to [mptgoa@mptgoa.com](mailto:mptgoa@mptgoa.com) at least 48 hours prior to the Pre-bid meet. Intending bidders shall also furnish names and designation of their persons attending the pre-bid meet along with the authorization letter. The bidders should visit MPT e-procurement portal for the information about pre-bid meeting, if any.

#### **3.5 SITE VISIT :**

**3.5.1** The bidder is advised to visit and examine the Site of Works and its surroundings preferably during the pre-bid meeting or any other day with prior intimation and confirmation to obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for carrying out the migration of SAP Oracle Database (MPT Site) to HANA database (SAP HANA Enterprise Cloud Data Center, Navi Mumbai) including other database migrations. The bidder should intimate about visit in advance and seek confirmation by sending email to [mptgoa@mptgoa.com](mailto:mptgoa@mptgoa.com).

**3.5.2** The costs of visiting the Site shall be at the bidder's own expense. Claims and objections due to ignorance of existing conditions will not be considered after submission of the bid and during the migration of SAP Oracle Database (MPT Site) to HANA database (SAP HANA Enterprise Cloud Data Center, Navi Mumbai) including other database migrations

**3.5.3** The bidder and any of its personnel or agents will be granted permission by the Employer (MPT) to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection/visit.

#### **3.6 LAST DATE FOR SUBMISSION OF TENDER:**

The final date of submission is as indicated at the NIOT. MPT may at its sole discretion reserves the right to extend the date for receipt of tender. Tenders received after the aforesaid time and date or the extended time and date, if any, shall be summarily rejected.

### **3.7 ELIGIBILITY:**

The bidders should be firms who qualify as per Financial & Technical Criteria as specified in the tender.

### **3.8 TENDER FEES AND EARNEST MONEY DEPOSIT (EMD):**

**3.8.1** Tender Fees of Rs. 2000/- (Rupees Two Thousand only) and Earnest Money Deposit of Rs. 50,000.00 (Rupees Fifty Thousand only) should be submitted along with Technical Bid, in the form of Demand Draft in favour of Mormugao Port Trust, payable at Mormugao Harbour/Vasco-da Gama.

**3.8.2** The Bidders EMD will be forfeited, if the Bidder withdraws his tender during the period of tender validity; or invalidates his tender; or wants to modify his tender unilaterally during the period of tender validity or refuses to accept the correction of errors. If any of the documents submitted with tender or thereafter are found false / forged, during tender evaluation or during contract execution, EMD/Security Deposit of such Bidder shall be forfeited, EMD of successful Bidder may also be forfeited, if Bidder fails to accept/sign the contract or fails to execute the contract as per terms and conditions.

**3.8.3** The earnest money deposited by the unsuccessful bidders will be refunded within a reasonable period of time without interest.

### **3.9 FRAUDULENT PRACTICES:**

The bidder shall not be eligible to participate where it has been determined to have engaged in corrupt or fraudulent practices and or found that bidder has submitted false / forged documents. In this regard, decision of MPT will be final.

### **3.10 COMMENCEMENT OF SERVICES:**

The Bidder is required to commence the work within 15 days from the date of receipt of Work Order

### **3.11 CONTENT OF TENDER DOCUMENTS:**

The Bidder is expected to examine MORMUGAO PORT TRUST tender terms & conditions, including all instructions, forms, contract terms and specifications, Bidder may visit MPT premises, for required details, failure to furnish all information as per the tender documents shall lead to rejections of tender and no correspondence on this subject shall be entertained by MPT.

### **3.12 LANGUAGE OF TENDER:**

The tender and all documents and correspondence relating to the tender exchanged by the Firm and MPT shall be in English language only.

### **3.13 GOVERNING OF TENDER:**

Any order resulting from this tender enquiry, shall be governed by the all Terms & Conditions of the Tender, and the Bidder quoting against this enquiry, shall be deemed to have read and understood the same and are binding on the Bidder.

### **3.14 COUNTER OFFER:**

Where counter terms & conditions are offered by the Bidder, the Bidder shall not be governed by those, unless, specific acceptance of the same is conveyed in writing in the order or otherwise by MPT.

### **3.15 BID VALIDITY**

The tender must be valid for a minimum period of 90 days from the date of the tender opening. In exceptional circumstances, MPT may request for extending the period of validity for a specified additional period. Bidder may at their discretion accept to extend the validity of their offer.

### **3.16 CURRENCIES AND PAYMENTS**

The rates and prices quoted by the Bidder should be in the Indian Rupees.

### **3.17 COMPLIANCE OF COMMERCIAL TERMS:**

The Bidder should upload undertaking in the prescribed format (Annexure II) endorsing therein that the Scope of Work has been understood in toto and accepted and the bidder shall meet all the Commercial Terms and Conditions, failing which, it shall be presumed the Firm shall meet all the Terms and Conditions as specified in the Tender and would carry out the work as per the Scope of Work.

### **3.18 SIGNING OF TENDER DOCUMENTS:**

**3.18.1.1** The Bidder shall submit online scanned copy of the Tender Document in toto duly filled in, complete in all requests, signed and sealed on all pages by an authorized signatory of the firm.

**3.18.1.2** A Power of Attorney, duly authorized by competent Authority indicating, the person(s) signing the tender, who have the authority to sign the Tender and thus the Tender is binding upon the Bidder.

### **3.19 OPENING OF TECHNO-COMMERCIAL BID – COVER I**

On opening the Cover – I “Techno – Commercial Bid”, MPT will ascertain whether the Firms who have submitted the tender shall not be considered for further evaluation and such tenders shall be considered as ‘non-responsive’ and shall be rejected outright.

### **3.20 RESPONSIVE TENDER:**

**3.20.1** A substantially responsive tender is one, which conforms to all the terms, conditions and specifications of the tender documents without deviation, reservation or omission. A deviation, reservation or omission is one:

**3.20.1.1** Which limits MPT’s rights or the Bidder’s obligation under the contract and is inconsistent with the tender documents.

**3.20.1.2** The rectification of which would affect unfairly the competitive position of other Bidder presenting substantially responsive tenders.

**3.20.1.3** MPT’s determination of a tender’s responsiveness will be based on the contents of the tender submitted.

**3.20.2** If a tender is not substantially responsive, it will be rejected by MPT, and may not subsequently be made responsive by correction or withdrawal of the non-conformity.

**3.20.3** Tenders determined to be substantially responsive will be checked by MPT.

**3.20.4** If the successful Bidder does not accept the correction of the errors, this will be considered as Bidder is invalidating its tender.

### **3.21 CLARIFICATION ON “TECHNO-COMMERCIAL” BID:**

To assist in the examination, evaluation and comparison of the Cover-I “Techno – Commercial” part of the Tenders, MPT may at its discretion, seek from the Bidder individual clarification of their Tenders, if so required. The request for clarification and the response shall be in writing, by mail or by fax / e-mail, but no change in the rates

and prices or substance of the tender shall be sought, offered or permitted. If required technical negotiation meeting will be convened with the Bidder for the technical acceptance of their Tender.

**3.22 OPENING OF THE PRICE BID:**

“Cover-II - Price Bid” shall be opened of only those techno-commercially accepted tenders, which, in the view of the MPT, have met the requirements of the MPT in the “Techno- Commercial Bid (Cover-I)”. Price Bid opening intimation will be sent only to the Techno- Commercial accepted bidders. MPT’s decision in this regard will be final.

**3.23 EVALUATION OF THE PRICE BID:**

**3.23.1** The price quoted by the bidder shall be kept firm during the contract period. All taxes, duties and insurance shall be included in the quoted price, except the Service Tax/GST which shall be paid extra as applicable.

**3.23.2** MPT will evaluate and compare only those bids, which are substantially responsive.

**3.23.3** The price quoted by the Bidder shall be considered for the purpose of evaluation and comparison.

**3.23.4** In arriving at the final evaluated prices of the Tenders, any uncalled for lumpsum /percentage/or adhoc reduction, if any, offered by the Bidders, in the Schedule of Price shall be considered for the purpose of evaluation. However, if such reduction/rebate is from the recommended Bidder, then such rebate shall be taken into account while awarding the work.

**3.23.5** In arriving at the final evaluated prices of the bidders, evaluation of offer will be based on the lowest price quoted.

**3.24 MPT’S RIGHT TO ACCEPT OR REJECT ANY BID:** MPT reserves the right to accept a Bid other than the lowest and to accept or reject any Bid in whole or part, to annul the bidding process or to reject all Bids with or without notice or reasons. Such decisions by MPT shall bear no liability whatsoever consequent upon such decisions.

**3.25 NOTIFICATION OF AWARD:**

MPT will notify to the successful Bidder by Fax, e-mail or in writing by registered letter, that its tender has been accepted. A detailed Work Order with agreed Technical and Commercial Terms and Conditions will be issued to the successful Bidder initially by e-mail followed by physical copy dispatched by speed post. The Successful Bidder is required to commence the work within 15 days of receipt of e-mail containing scanned copy of the Work Order. The Successful Bidder is required to acknowledge the receipt of e-mail containing the scanned copy of Work Order within 3 days.

## 4.0 MINIMUM ELIGIBILITY CRITERIA & SCOPE OF WORK

### 4.1 FINANCIAL ELIGIBILITY:

Bidder's average Audited Annual Financial Turnover during the last 3 years ending 31st March of the previous financial year should be at least 12,00,000/-. Copies of the Audited Profit & Loss Account & Balance Sheets for the last 3 years ending 31st March of the previous financial year should be provided as supporting documents.

### 4.2 TECHNICAL ELIGIBILITY:

**4.2.1** 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.

**4.2.2** Similar Work means work of SAP ERP Migration from Oracle Database to HANA database.

**4.2.3** Compliance to requirement of having the below specified SAP Lead Consultants at the bidder's disposal and these consultants to be earmarked for this project as on due date for bid submission.

**4.2.3.1** Profile of Project Manager.

**4.2.3.2** Profile of HANA Lead

**4.2.3.3** Profile of Basis Lead.

**4.2.3.4** Profile of Development Lead.

**4.2.3.5** Profile of Enterprise Portal (EP) Lead

**4.2.3.6** Profile of Interface Developments (PI/XI) Lead.

**4.2.3.7** Profile of SAP File Lifecycle Management Lead.

**4.2.3.8** Profile of Document Management System (DMS) Lead

In this regard the bidder shall submit curriculum vitae/profile of these SAP lead consultants. In the absence of such requisite documents, MPT reserves the right to reject the bid without any reference to the bidder.

**4.2.4** All the supporting documents submitted by the bidder, as evidence of meeting technical and financial criteria as stated above are required to be duly signed and sealed. In the absence of such requisite documents, MPT reserves the right to reject the bid without any reference to the bidder.



### 4.3 CURRENT LANDSCAPE & SCOPE OF WORK:

#### 4.3.1 OBJECTIVE OF PROCUREMENT

MPT has implemented SAP-ERP ECC 6.0 EHP 7 application running on Oracle DB (11.2.0.3), on HP-UX 11.31 Operating System to meet the enterprise wide business needs and to automate the business processes. MPT has also implemented other SAP Systems like XI/PI, EP, DMS, SAP FLM to meet business requirements. Currently the Hardware infrastructure required to run SAP is on premise. Now MPT plans to migrate the DB from Oracle to HANA DB for all ECC SAP systems with the application continuing to be SAP-ECC with suitable version upgrade. Also the hardware infrastructure required to run SAP ECC on HANA DB will be on HANA Enterprise Cloud installed on premise including OS & DB management services by HEC. Thus the following services are required.

Migration of all SAP SW components and allied systems from Oracle DB to HANA for ECC DB and XI/PI, EP to SAP ASE Database. The migration includes Operating System migration from HP-UX 11.31 to Suse Linux.

#### 4.3.2 EXISTING HARDWARE INFRASTRUCTURE

Sr. No	LANDSCAPE	SERVER	PROCESSOR CORES	OS WITH VERSION	RAM
1	Production	ECC Production Server 1	2 x Dual Core 1.66 GHz Itanium	HP Unix B.11.31	24 GB
2	Production	ECC Production Server 2	2 x Dual Core 1.66 GHz Itanium	HP Unix B.11.31	24 GB
3	Production	ECC Production Server 3	2 x Dual Core 1.67 GHz Itanium	HP Unix B.11.31	16 GB
4	Production	ECC Production Server 4	2 x Dual Core 1.67 GHz Itanium	HP Unix B.11.31	16 GB
5	Production	EP Production Server 1	2 x Dual Core 1.67 GHz Itanium	HP Unix B.11.31	24 GB
6	Production	EP Production Server 2	2 x Dual Core 1.67 GHz Itanium	HP Unix B.11.31	24 GB
7	Production	EP Production Server 3	2 x Dual Core 1.67 GHz Itanium	HP Unix B.11.31	16 GB
8	Production	EP Production Server 4	2 x Dual Core 1.67 GHz Itanium	HP Unix B.11.31	16 GB
9	Production	XI Production Server	2 x Dual Core 1.67 GHz Itanium	HP Unix B.11.31	16 GB
10	Production	DMS Production Server	2 x Dual Core 1.67 GHz Itanium	HP Unix B.11.31	24 GB
11	Quality	ECC Quality Server	2 x Dual Core 1.66 GHz Itanium	HP Unix B.11.31	16 GB
12	Quality	EP Quality Server	2 x Dual Core 1.67 GHz Itanium	HP Unix B.11.31	24 GB
13	Quality	XI Quality Server	2 x Dual Core 1.67 GHz Itanium	HP Unix B.11.31	24 GB
14	Development	DMS Development Server	2 x Dual Core 1.67 GHz Itanium	HP Unix B.11.31	24 GB
15	Development	ECC Development Server	2 x Dual Core 1.66 GHz Itanium	HP Unix B.11.31	16 GB
16	Development	EP Development Server	2 x Dual Core 1.67 GHz Itanium	HP Unix B.11.31	16 GB
17	Development	XI Development Server	2 x Dual Core 1.67 GHz Itanium	HP Unix B.11.31	16 GB
Sr. No.	MAKE	STORAGE	HDD		Usable Space
1	HP	EVA4400 DUAL CONTROLLER ARRAY	46 x 300GB = 13.8 TB		12.0 TB
2	HP	HPE 3PAR 8200	8 x 1.2 TB = 9.6 TB		5.2 TB



### 4.3.3 SAP ECC MODULES IMPLEMENTED AT MPT

SAP ERP ECC 6.0 EHP 7 Modules Implemented: Human Resources, Finance & Controlling, Materials Management, Sales & Distribution, Plant Maintenance, Customer Service, Project Planning, Estate Rentals. The Port has implemented Port Operating System (POS) which is built around two modules Plant Maintenance & Customer Service which involves custom developments.

### 4.3.4 SAP SYSTEMS/APPLICATIONS IMPLEMENTED (EXISTING)

DETAIL	EXISTING SAP SYSTEMS/APPLICATIONS			
Sr. No	SAP System	SAP Version	Database Version	Operating System
1	SAP ECC	SAP ECC 6.0 EHP7	Oracle 11.2.0.3	HP-UX 11.31
2	SAP FLM	SAP ECC 6.0 EHP7	Oracle 11.2.0.3	HP-UX 11.31
3	SAP XI/PI	SAP XI NW 7.4	Oracle 11.2.0.3	HP-UX 11.31
4	SAP EP	SAP EP NW 7.4	Oracle 11.2.0.3	HP-UX 11.31
5	SAP DMS	SAP	<b>SAP MaxDB 650</b>	HP-UX 11.31
6	Solution Manager	SOLMAN 7.2	12c	Win 12 server

### 4.3.5 THE EXISTING SYSTEM LANDSCAPE

**ERP Development Systems** meets the requirements of business relating to configuration, customizations, enhancements etc. The development system is used by ERP core team members and consultants.

**ERP Quality Systems** is used for complete process testing in the independent environment. Integration Testing is carried out by team of consultants, core team members and Power Users. Quality system is also used for testing of data migration programs, interfaces, printings including training etc.

**ERP Production Systems** is used for live data.

#### 4.3.6 SYSTEM SET-UP TABLE FOR PHASED DEPLOYMENT ON HANA ENTERPRISE CLOUD

Phase	Description	Start Date of Allotment/Availability of SAP Servers on HANA Enterprise Cloud (HEC)
1	Quality Assurance Systems	31.03.2018
2	Development Systems	30.04.2018
3	Production Systems	30.06.2018
4	Load Balancer for Production Systems	30.06.2018

#### 4.3.7 THE SAP APPLICATIONS/DATABASE MIGRATIONS FROM CURRENT OPERATING SYSTEM TO NEW OPERATING SYSTEM ON HANA ENTERPRISE CLOUD.

TO BE SYSTEM/ SOLUTION	TO BE SERVER TYPE	EXISTING DATABASE	TO BE MIGRATED TO DATABASE VERSION	EXISTING OPERATING SYSTEM AT MPT SITE	OPERATING SYSTEM INSTALLED ON SERVER AT SAP HEC	TO BE STACK	APP. KERNEL
ECC (ERP ON HANA) INCL. FLM	DB APP	Oracle -	HANA 1.0 SPS 12 Rev. 122.13	HP-UX 11.31	LINUX	- ABAP	NETWEAVER
DMS	APP+DB	MaxDB	MaxDB 650	HP-UX 11.31	LINUX	N/A	NETWEAVER
EP	APP+DB	Oracle	ASE 16 SP02 PL06 HF1+EBF 27583	HP-UX 11.31	LINUX	JAVA	NETWEAVER
PO (PROCESS ORCHESTRATION)	APP+DB	Oracle	ASE 16 SP02 PL06 HF1+EBF 27583	HP-UX 11.31	LINUX	JAVA	NETWEAVER

#### 4.3.8 TO-BE LANDSCAPE AT HANA ENTERPRISE CLOUD – CONSOLIDATED VIEW

System	DEV	QAS	PRD	HA
ECC	HANA 1.0-256 GB RAM, 40 vCPU 768 GB Disk  App-1 x (32GB RAM, 8vCPU, 200 GB Disk)=8000 SAPS	HANA 1.0-256 GB RAM, 40 vCPU 768 GB Disk  App-1 x (32GB RAM, 8vCPU, 200 GB Disk)=8000 SAPS	HANA 1.0-256 GB RAM, 40 vCPU 768 GB Disk  App-2 x (32GB RAM, 8vCPU, 200 GB Disk)=16000 SAPS	HANA 1.0-256 GB RAM, 40vCPU 768 GB Disk  App-Handled via Hypervisor
PO	ASE + App-1 x (32GB RAM, 8vCPU, 200 GB Disk)=8000 SAPS	ASE + App-1 x (32GB RAM, 8vCPU, 200 GB Disk)=8000 SAPS	ASE + App-1 x (32GB RAM, 8vCPU, 200 GB Disk)=8000 SAPS	Handled via Hypervisor
EP	ASE + App-1 x (32GB RAM, 8vCPU, 200 GB Disk)=8000 SAPS	ASE + App-1 x (32GB RAM, 8vCPU, 200 GB Disk)=8000 SAPS	ASE + App-1 x (32GB RAM, 8vCPU, 200 GB Disk)=8000 SAPS	Handled via Hypervisor
DMS	Max DB-1 x (16GB RAM, 4vCPU, 100 GB Disk)=4000 SAPS		Max DB-1 x (16GB RAM, 4vCPU, 100 GB Disk)=4000 SAPS	Handled via Hypervisor
Web Dispatcher	App-1 x (8GB RAM, 2vCPU, 50 GB Disk)=2000 SAPS	App-1 x (8GB RAM, 2vCPU, 50 GB Disk)=2000 SAPS	App-2 x (8GB RAM, 2vCPU, 50 GB Disk)=4000 SAPS	App-1 x (8GB RAM, 2vCPU, 50 GB Disk)=2000 SAPS
Load Balancer	2 x LB Internal	2 x LB Internal	2 x LB Internal	Handled via Hypervisor
	2 x LB External	2 x LB External	2 x LB External	
	1 x 1 LB Outbound			

N

Note: The Disk space above is allocated for Application and DB and does not include space for OS and back-up

**ADDITIONAL SYSTEMS:**

Additional Services		Amount	Phase
Int. LB for PI/EP PRD	Load Balancer (Shared)	2	4
Int. LB for PI/EP QAS	Load Balancer (Shared)	2	1
Int. LB for PI/EP DEV	Load Balancer (Shared)	2	2
Ext. LB for PI/EP PRD	Load Balancer (Shared)	2	4
Ext. LB for PI/EP QAS	Load Balancer (Shared)	2	1
Ext. LB for PI/EP DEV	Load Balancer (Shared)	2	2
Out. LB for EP/ PI	Load Balancer (Shared)	1	1

**4.3.9 SCOPE OF WORK (SOW) ON OPERATING SYSTEM & DATABASE MIGRATION**

- 4.3.9.1** The current SAP Systems are installed on HP-UX 11i Servers located at MPT Data Center. All these SAP systems/products are to be migrated to SAP HANA Enterprise Cloud Data Center at Navi Mumbai.
- 4.3.9.2** The start date of allotment/availability of SAP Servers on HANA Enterprise Cloud for migration is stated at Sr. No. 4.3.4 and sequence of the migration process would commence with Quality Assurance Systems, followed by Development Systems and finally Production Systems.
- 4.3.9.3** The existing SAP version/component level if need be has to be upgraded to suit to HANA/ASE/MaxDB/Linux environment. The existing XI (eXchange Infrastructure) system which is dual stack (ABAP+JAVA) is to be migrated or re-implemented along with objects/interfaces as PO (Process Orchestration) system which is a JAVA only stack. This job involves migration/re-implementation of 25 nos. existing XI Messages which are developed in JAVA. The messages should be made operational in the PO system.
- 4.3.9.4** The migration is pertaining to new Operating System (OS) & Database (HANA/ASE/MaxDB/Other) components and Migration of the existing SAP Systems to run on new OS & DB and ensure it runs successfully on the new OS/ DB environment.
- 4.3.9.5** All the existing SAP system landscape given in this document is to be migrated from Oracle/MaxDB database to HANA/ASE/MaxDB as applicable. Further, the existing systems are on HP-UX 11.31 operating system platform which are required to be migrated to Linux Operating system platform as specified at sr. no. 4.3.7.
- 4.3.9.6** Post migration all the existing SAP functionalities (standard & Z-developments etc) should work in the new environment and in case of any code conflicts both standard and in Z-Developments etc, it should be resolved.
- 4.3.9.7** Post migration other sub systems & services installed/ configured / connected and in use in the existing environment like FTP, SMS, e-mails, web services, web interface, iDocs, RFCs, DLLs etc should continue to

run in the new environment and necessary configuration should be done to ensure the same..

- 4.3.9.8** Detail document on migration plan should be submitted along with bid.
- 4.3.9.9** The Solution Manager will not be migrated to SAP HANA Enterprise Cloud. The Solution Manager to be implemented at MPT Site which is configured appropriately to work in sync with migrated SAP Systems.
- 4.3.9.10** The Project can be on-site/off-site combination with Project Manager and Key Consultants on-site for better communication and co-ordination with MPT Core Team.
- 4.3.9.11** Connectivity will be provided from MPT Data Center, Headland Sada to SAP HANA Enterprise Cloud Data Center at Navi Mumbai.

#### **4.3.10 TRAINING & PRODUCTION POST GO LIVE SUPPORT**

As part of Scope of Work, qualitative training & KT (Knowledge Transfer) should be provided to the Core Team & Basis Team on the new environment to enable them to run the same post Go-Live. 3 (Three) months Post Go-Live Support should be provided after Production Go-Live.

#### **4.3.11 DOCUMENTATION :**

- 4.3.11.1** Complete Technical Documentation to be submitted by the Implementation Partner after soon successful Production Go-Live.
- 4.3.11.2** However, the Implementation and Support Partner is required to update the Documentation with Version Control during the three months support period and release the final documentation on completion of Support Period.

## 5.0 COMMERCIAL TERMS & CONDITIONS

### 5.1 RATES/PRICES:

- 5.1.1 The Rates/Prices quoted and as accepted by MPT shall remain fixed & firm till the satisfactory execution of work covered under the Tender. No increase in rates or prices, whatsoever, on any account, shall be considered by MPT during the currency of the contract.
- 5.1.2 The rates quoted in the Price Bid/BOQ would be inclusive of all taxes exclusive of GST.
- 5.1.3 The rates quoted in the Price Bid/BOQ would be inclusive of travel, lodging and boarding expenses of Project Manager, Consultants etc. who would be deployed at MPT site by the Bidder.

### 5.2 SECURITY DEPOSIT AND BANK GUARANTEE FOR SUCCESSFUL BIDDER

A sum worked out on the basis of 10% of Installation, Configuration & Implementation charges towards Security Deposit shall be paid in the form of demand draft drawn on a nationalized bank before signing of the contract agreement. Similarly, a sum worked out on the basis of 10% of Post Implementation Support Charges (On-Site + Off-Site) towards Security Deposit shall be paid in the form of demand draft drawn on a nationalized bank within 15 days of the Go-Live date. These deposits will be retained as security for the due and proper fulfillment of the contract and will not carry any interest. Such deposits shall be forfeited on failure to perform or non-fulfillment by the contractor of the terms and conditions of the contract including submission of the documentation of the jobs completed. The Security Deposit will be in force throughout the period of contract as specified and will be refunded thereafter. If the Bidder desires, an irrevocable Bank Guarantee towards the Security Deposit shall be furnished by the Bidder in favour of Mormugao Port Trust in the prescribed format as per Annexure V on stamp paper of Rs.500/-. The Bank Guarantee shall be valid throughout the contract period with a grace period of six months after the expiry of contract for encashment.

### 5.3 FORFEITURE OF EMD/SECURITY DEPOSIT

The breach of any of the terms & conditions of the tender shall result in discontinuation of further dealings with the Bidder and/or forfeiture of their EMD or the Security Deposit, as the case may be, at MPT discretion.

### 5.4 DELIVERY

The Bidder shall commence the services as soon as possible but not later than 15 days from the date of issue of Purchase order. The scanned copy of the purchase order will be e-mailed immediately and physical copy will be sent subsequently by speed-post.

### 5.5 FREE PASSES

Entry Passes would be provided free of charge to the Consultants deployed by the Bidder at MPT Site for carrying out the job.

### 5.6 ARRANGEMENTS FOR CONSULTANTS DEPLOYED AT SITE

Laptops and phones would not be provided by MPT to the Consultants deployed by the Bidder at MPT Site for carrying out the job.

### 5.7 COMPLETION

The implementation & Go-Live should be completed in all respects **in four months** which would be certified by MPT Core Team & IT Cell. The Bidder is required to provide three months post Go-Live Support.

## **5.8 TERMS OF PAYMENT**

Payment for OS/DB migration will be done in 3 phases 40 % on successful migration of QA & DEV systems and 50 % on successful Go-live of Production system. 10% on Successful Completion of three months Post Go-Live Support.

## **5.9 STATUTORY REGULATIONS**

For work required to be carried out inside MPT premises, the Bidder shall have to comply with all statutory Rules & Regulations such as ESI, PF Act, Family Pension Scheme, etc.

## **5.10 INDIVIDUALITY OF CONTRACT**

**5.10.1** The order resulting from the Tender shall be treated as an individual contract, and it shall not create any general lien to the Bidder, and shall not get prejudiced in execution due to any situation arising out of some other contract that the Bidder may have with MPT.

**5.10.2** Bidder shall not further Sub-Contract this order or part thereof to any other party/firm without prior approval of MPT.

## **5.11 ORDER ACKNOWLEDGEMENT**

In the event of order acknowledgement, an acceptance of the order including all terms and conditions on a MPT prescribed format is to be submitted by the Bidder.

## **5.12 AGREEMENT**

On receipt of award of work, Security Deposit to be furnished and an Agreement shall be executed on stamp paper of Rs.1000/- between the BOARD and the successful Bidder within 30 days of the award of the contract or in default and until, a formal agreement is prepared and executed, this tender together with written acceptance thereof shall constitute a binding contract.

## **5.13 ARBITRATION**

**5.13.1** In the event of any question, dispute or difference arising under the agreement resulting from this tender or in connection therewith, the same shall be referred to the sole arbitration of the Chairman of Mormugao Port Trust (MPT) or if his designation is changed or his office is abolished, then in such cases to the sole Arbitration of the officer for the time being entrusted with the function of the Chairman of MPT, Headland Sada, by whatever, designation such officer may be called (hereinafter referred to as the said officer) and if the Chairman of MPT, or the said officer is unable or unwilling to act as such, to the sole arbitration of some other person appointed by the Chairman or the said officer.

**5.13.2** There shall be no objection to any such appointment on the ground that the arbitrator is a Government servant, or that he has to deal with the matter to which the agreement relates, to or that in the course of his duties as Government Servant he has expressed his views on all or any of such matter in dispute or indifference. The word of the arbitrator shall be final and binding on the parties.

**5.13.3** It shall also be the terms of the agreement that in the event of such arbitrator, to whom the matter is originally referred to, is under transfer, or is vacating, his office or is unable to act for any other reasons, whatsoever, the said officer shall appoint another person to act as an arbitrator in accordance with the terms of the agreement and the person so appointed, shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.

**5.13.4** Upon any and every reference for the award, as aforesaid. The cost of the proceeding including all expenses, incidental thereto, shall be at the discretion of the arbitrator.

**5.13.5** The Venue of arbitration proceedings shall be at MPT premises or such other place, as the arbitrator may decide.

**5.14 TERMINATION OF WORK ORDER/CONTRACT**

In the event of failure on the part of the Bidder to commence the services or the work is not progressing as per the schedule, MPT reserves the right to cancel the Work Order at any time and terminate the Contract leading to forfeiture of EMD and respective Security Deposit.

**5.15 COMPENSATION FOR DELAY IN EXECUTION OF CONTRACT**

If the Bidder fails to commence 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 0.5% per week or part thereof of the total value of the contract subject to a maximum of 5% 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.

**5.16 RESTRAINING PUBLICITY OF OFFICIAL SECRETS, DRAWINGS, PHOTOS**

The contract involves obligation of secrecy and the commission by the Bidder, his agents, sub-contractor or his agents, workmen of any offence under the Indian Official Secrets Act, 1923 or any statutory modifications or re-enactments thereof will apart being a criminal offence constitute a breach of contract.

**5.17 JURISDICTION**

In the event of any dispute, the same shall be subject to the jurisdiction of the "Courts in Goa".

( I/We hereby agree to the Terms and Conditions )

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**Signature and Seal of the Bidder**



# BOQ FOR VIEW ONLY

## 6.0 PRICE BID (SCHEDULE) (To be Uploaded in Cover II - Price Bid)

Tender Inviting Authority:FA and CAO

Name of Work:SAP ERP MIGRATION INCLUDING MIGRATION OF ORCLE DATABASE (MPT SITE) TO HANA DATA BASE (HANA ENTERPRISE CLOUD DATA CENTER , NAVI MUMBAI ) INCLUDING OTHER DATABASE MIGRATIONS FROM HP-UX OS PLATFORM TO LINUX OS PLATFORM

Contract No: FA/IT(7-ERP)/2018/230

Name of the Bidder/ Bidding Firm / Company :								
<p><b>PRICE SCHEDULE</b></p> <p><b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b></p>								
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Estimated Rate in Rs. P	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	10
1.01	TOTAL CHARGES FOR CARRYING OUT THE WORK OF SAP ERP MIGRATION AS PER SCOPE OF WORK SPECIFIED AT 4.0 MINIMUM ELIGIBILITY CRITERIA AND SCOPE OF WORK AS SPECIFIED IN TENDER NO. FA/IT(7-ERP)/2018/230 DATED 25/01/2018	item1	1.000	Nos	4000000.00		0.00	INR Zero Only
Total in Figures							0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only						

**7.0 LIST OF DOCUMENTS TO BE UPLOADED BY THE BIDDER**

Sr. No.	Description of Documents	Compliance Yes/No	Document Attached
1	Attested Copies of Audited Profit & Loss Account & Balance Sheets for the last 3 years ending 31st March of the previous financial year should be provided as supporting documents.		
2	Copies of the Purchase/Work Orders along with corresponding Completion Certificates from the clients in support of Bidder's experience of having successfully completed similar works during last 5 years from the due date of submission of bid.		
3	Profile of SAP Consultants to be earmarked for this project as on due date for bid submission duly signed by authorized person of the firm, with tendering firm's seal.		
4	Complete Set of Tender Document along with all requested Annexures duly filled in, complete in all respects, all pages signed and sealed by Authorized Signatory of the Firm.		

Bidder shall submit the information in a tabulated format along with the supporting documents for each. Uploaded documents should be clear, readable, and complete with page numbers, indicating total number of pages attached to each document.

MPT has a right to verify/cause verification of authenticity of the said documents whenever felt necessary.

**NOTE:**

- i) Bidders have to confirm having submitted all the applicable Certificates/Documents, as asked above at Sr. No. 1 to 4.
- ii) All the points from Sr. No. 1 to 4 above are to be read and interpreted in reference to the eligibility as specified in the Tender.

I/We hereby declare that I/We have read the all the Tender Terms & Conditions and confirm that I/We have understood the same. All the Terms & Conditions specified in the Tender are acceptable to us.

.....  
(Signature of the Bidder)

Full Name & Address of the  
Company/Professional.

**Seal of the Company.**

Strike out whichever is not applicable.

**UNDERTAKING**

**I/We have read and understood the scope of work.**

- 1. I/We have read and understood the scope of work; we confirm that Commercial Terms & Conditions are acceptable to us.**

\_\_\_\_\_  
**( Signature of the Bidder )**

**Full Name & Address of the Company/Professional:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Seal of the Company**

*Strike out whichever is not applicable.*

## SAP CONSULTANTS PROFILE SUBMISSION CHECKLIST

Sr. No.	Particulars	Indicate whether Enclosed Yes/No
1	Profile of Project Manager.	
2	Profile of HANA Lead	
3	Profile of Basis Lead.	
4	Profile of Development Lead.	
5	Profile of Enterprise Portal (EP) Lead	
6	Profile of Interface Developments (PI/XI) Lead.	
7	Profile of SAP File Lifecycle Management Lead	
8	Profile of Document Management System (DMS) Lead	

---

( Signature of the Bidder )

**FORM OF AGREEMENT***(To be executed on stamp paper/s of Rs.1000)*

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, two thousand sixteen between the Board of Trustees of Mormugao Port Trust, a body corporate under Major Port Trust Act, 1963 (hereinafter referred to as the "Board" represented by \_\_\_\_\_, \_\_\_\_\_ which expression shall, unless excluded by or repugnant to the context be deemed to include their successors in office and assigns) on the ONE PART and M/s. \_\_\_\_\_, a company incorporated under the Companies Act,1965 and having its registered office at \_\_\_\_\_, (hereinafter referred to as **Contractor** which expression shall, unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in office) on the OTHER PART,

Whereas the Board of Trustees of the Mormugao Port Trust has entrusted the job of Configuration/Development and Implementation of SAP ERP Database Migration vide Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ and other documents enclosed at "Annexure \_\_\_\_" to "Annexure \_\_\_\_" hereinafter shall be deemed to form and be read and construed as part of this agreement.

**Now this Agreement witnesseth as follows:**

In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

The Contractor hereby covenants with the Board of Trustees of Mormugao Port Trust to execute the 'Service' in conformity, in all respects with the provision of the agreement.

The Board of Trustees of Mormugao Port Trust hereby covenants to pay the contractor in consideration of such execution of the 'Service' the 'Contract price' at the time and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereunto set their hands and seals the day and year first written.

FOR AND ON BEHALF OF  
MORMUGAO PORT TRUST

Authorised signatory

Name:

Title:

In the presence of :

FOR AND ON BEHALF OF

Authorised Signatory

Name:

Title:

In the presence of :

**FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT**

*(To be executed on stamp paper/s of Rs.500/-)*

**TENDER No. FA/IT(7-ERP)/2018/230**

In consideration of the Board of Trustees of the Mormugao Port Trust (hereinafter called "The Board") having offered to accept the terms and conditions of the proposed agreement between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "the said Contractor(s)" for the work \_\_\_\_\_ (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a security/guarantee from the Contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We \_\_\_\_\_ (hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank) pay to the Board an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on demand by the Board.

2. We \_\_\_\_\_ do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the Board stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

3. We, the said Bank, further undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the Contractor(s) shall have no claim against us for making such payment.

4. We \_\_\_\_\_ further agrees that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or

till the Engineer-In-Charge, on behalf of the Board, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s), and accordingly discharges this Guarantee.

5. We \_\_\_\_\_ further agree with the Board that the Board (indicate the name of the bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s). We \_\_\_\_\_ lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Board in writing.

7. This Guarantee shall be valid up to \_\_\_\_\_ unless extended on demand by the Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
**Authorized Signatory for the Bank**  
**(Indicate the Name of the Bank)**

**ANNEXURE - VI**

(Name of the Bidder Firm)

**AFFIDAVIT**

(NOTE: This affidavit should be on a non-judicial stamp paper of Rs.10/- and shall be attested by Magistrate/ Sub-Judge/Notary Public)

I, ..... (Name of the Authorised Representative of the Bidder) son/daughter of ..... resident of ..... (full address), aforesaid solemnly affirm and state as under:

1. I hereby certify that all the information and documents furnished with the bid submitted online in response to Notice Inviting Bid no. FA/IT(7-ERP)/2018/230 dated 25.01.2018 for SAP ERP MIGRATION COMPRISING MIGRATION OF ORACLE DATABASE (MPT SITE) TO HANA DATABASE (HANA ENTERPRISE CLOUD DATA CENTER, NAVI MUMBAI) INCLUDING OPERATING SYSTEM & OTHER DATABASE MIGRATIONS FROM HP-UX OS PLATFORM TO SUSE LINUX OS PLATFORM issued by Mormugao Port Trust for are true and correct.

2. I hereby certify that I have been authorised by ..... (Bidder) to sign on its behalf, the bid mentioned in paragraph 1 above.

Deponent

Place: .....

Date: .....



**DETAILS TO BE SUBMITTED BY THE BIDDERS FOR E.F.T. PAYMENT**

**A. VENDOR DETAILS**

1	Name of the Organization	
2	Address (in detail)	
3	Telephone No.	
4	E-mail ID	
5	PAN No.	
6	Tax Identification No. (TIN)	
7	GST Registration No.	
8	GST Registration Code	
9	CST Registration No.	
10	Employee Provident Fund (EPF) Registration No.	
11	Employee State Insurance Scheme (ESIS) Registration No.	

**B. BANK DETAILS OF BIDDER**

1	Bank Name	
2	Bank Branch Address (in detail)	
3	Bank Branch code	
4	Bank Account No.	
5	Bank Account Type	
6	Magnetic Ink Character Recognizer (MICR).	
7	IFSC Code.	

**SIGNATURE OF BIDDER**

## MORMUGAO PORT TRUST

## ELECTRONIC PAYMENT SYSTEM MANDATE FORM

## DETAILS FOR PROCESSING THE PAYMENT THROUGH RTGS

1	Name of the Beneficiary	<b>MORMUGAO PORT TRUST</b>
2	Address of the Beneficiary with PIN Code	<b>Administrative Office Building, Headland Sada, Goa – 403804.</b>
3	PAN Number	<b>AAALM0293P</b>
4	Name & Mobile Number of responsible person	<b>RAGUNATH MORAJKAR / 9423059702 raghunath.morajkar@mptgoa.com</b>
5	Name of the Bank & Branch	<b>STATE BANK OF INDIA, Mormugao Harbour Branch</b>
6	Bank Telephone Number	<b>0832-2520212</b>
7	Address of the Bank	<b>STATE BANK OF INDIA, Mormugao Harbour, Goa-403803.</b>
8	MICR Code of the Bank	<b>403002024</b>
9	IFSC Code No.	<b>SBIN0002164</b>
10	Type of Account and Branch Code	<b>Current Account / Branch Code:-002164</b>
11	Account number of the Bank	<b>10438017048</b>
12	Beneficiary E-mail ID	<b>cashmpt@mptgoa.com</b>

FINANCIAL ADVISER &amp; CHIEF ACCOUNTS OFFICER

## PROFORMA FOR GST DETAILS

Sr No	Particular	Mormugao Port Trust	Data Required
1	Customer Name as per GST Registration Certificate	Mormugao Port Trust	
2	Full Postal Address	Administrative Building, Headland Sada.	
3	City	Goa	
4	Pin code	403 804	
5	PAN	AAALM0293P	
6	Type of Person	Local Authority	Company/Firm/Individual/Trust/LLP/AOP
7	Resident/Non Resident as per Income Tax Act	Resident	
8	ARN No.	AA30617001663N	
9	Provisional ID	30AAALM0293P1ZY	
10	GST No.	To be allotted	
11	PPOB (Principal Place of Business) or APOB (Additional Place of Business)	PPOB	
12	Reason for Non Registration (Turnover Limit / Non Taxable Supply / Other Reason)	NA (Registered Under GST)	
13	Type of Customer (Manufacturer/Trader/Importer/Depot/Service Provider/Works Contractor/Principal/Consumer)	Service Provider	
14	Whether Falling under SEZ unit or Developer? (Yes or No)	No.	
15	Whether B2B or B2c (B= Business & C= Customer)	B2B	
16	Whether Opted for Composition Lavy Scheme? (Yes or No)	No.	

17	Whether falling under casual taxable person as per Section 2(20) of CGST Act,2017 (yes or No)	No.	
18	Whether falling under Non Resident taxable person as per section 2(77) of CGST Act,2017 ? (Yes or No)	No.	
19	Central Excise Registration No.	--	
20	Service Tax Registration No.	AAALM0293PST001	
21	VAT - TIN	30181201096	
22	CST - TIN	V/CST/1683	
23	IEC	1706000073	
24	Contact Details :		
	Name	Shri.AnantChodnekar	
	Designation	Sr. Dy.CAO	
	Phone No.	0832-2521132	
	E-mail	<a href="mailto:facao@mptgoa.com">facao@mptgoa.com</a> <a href="mailto:anant.chodnekar@mp&lt;br/&gt;tgoa.com">anant.chodnekar@mp tgoa.com</a>	

I, Mr./Mrs. \_\_\_\_\_(Proprietor/Partner/Director) of M/s \_\_\_\_\_do certify that the information given above is complete and correct.

Place :

Signature

Date :

(Name: \_\_\_\_\_ )