

**MORMUGAO PORT TRUST**  
**FINANCE DEPARTMENT**  
**IT CELL**

**NOTICE INVITING TENDERS (NIT)**  
**DETAILS OF TENDER**

1.	ORGANISATION	<b>MORMUGAO PORT TRUST (MPT)</b>
2.	DEPARTMENT & SECTION	<b>FINANCE DEPARTMENT, IT CELL</b>
3.	TENDER REFERENCE NO.	<b>FA/IT(7-ERP)/2017/21 DATED 03.02.2017</b>
4.	DESCRIPTION	<b>TECHNICAL UPGRADE OF SAP ECC, DMS, EP &amp; XI(PI) SYSTEMS</b>
5.	TYPE OF QUOTATION	<b>TWO COVER SYSTEM</b>
6.	BID VALIDITY	<b>90 DAYS</b>
7.	BID OPENING DATE	<b>20.02.2017 at 15:30 hrs.</b>
8.	OFFICER INVITING BIDS	<b>FA &amp; CAO</b>
9.	BID OPENING AUTHORITY	<b>FA &amp; CAO / Finance Department Officers</b>
10.	ADDRESS	<b>MORMUGAO PORT TRUST</b> <b>Finance Department,</b> <b>Administrative Building,</b> <b>Headland Sada, Goa-403804.</b>
11.	CONTACT DETAILS	<b>(0832)-2594416/2594419/2594423</b>

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## 1.0 MPT STANDARD TERMS AND CONDITIONS FOR OUTSOURCING

### 1.1 TENDER DATES:

NIT will be published on the website [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	03.02.2017	
b.	Document Download Start Date	03.02.2017	
c.	Document Download End Date	20.02.2017	
d.	Start Date for seeking Clarifications by e-mail to <a href="mailto:mptgoa@mptgoa.com">mptgoa@mptgoa.com</a>	04.02.2017	09:30 hrs.
e.	Last date for seeking Clarification by e-mail to <a href="mailto:mptgoa@mptgoa.com">mptgoa@mptgoa.com</a>	13.02.2017	15:00 hrs.
f.	Start Date for Site Visit	06.02.2017	09:30 to 17:00 hrs
g.	End Date for Site Visit	16.02.2017	16:00 hrs.
h.	Bid Submission Start Date	04.02.2017	09:30 hrs.
i.	Bid Submission End Date	20.02.2017	15:00 hrs.
j.	Technical Bid Opening date	20.02.2017	15:30 hrs.

### 1.2 GENERAL TERMS FOR SUBMISSION OF BID:

**1.2.1** The bidder has to submit his bids complete in all respects with all pages duly stamped and signed. All documents indicated to be submitted in "cover details" are to be enclosed without fail.

#### 1.2.2 Price bid:

Price Bid should be submitted as per format prescribed in the tender only. Any deviation in the same, the bid is likely to be rejected.

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

#### 1.2.4 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.

#### 1.2.5 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.

**1.2.6 Prices:**

Prices quoted must be FIRM till delivery; otherwise the offer will be rejected.

**1.2.7** The Technical Cover will be opened in presence of authorized representatives of the bidders. 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.

**1.2.8** After evaluation of Technical-bids, all the bidders who participated in the tender will get information regarding their acceptance or otherwise of their tender. In case of non-acceptance of tender, reason shall be furnished. Thereafter, an e-mail confirmation will be sent to all successful bidders communicating the date and time of opening of Price-bid already mentioned in the NIT about the TWO COVER SYSTEM.

**1.3 SUBMISSION OF BID:**

Please refer to the sections relating to Instructions to the Bidders, Minimum Eligibility Criteria & Scope of Work, Commercial Terms & Conditions, Price Bid Schedule etc. of the tender. Sealed offer can be deposited in Tender Box kept with PA to FA & CAO, 1<sup>st</sup> Floor, Finance Department, Mormugao Port Trust, Administrative Building, Headland Sada, Goa with the Tender Reference Details & Name of the Bidder on or before tender closing time and date.

**1.3.1** Cover-I "TECHNO-COMMERCIAL BID" should contain

1.3.1.1 Tender Fee

1.3.1.2 Earnest Money Deposit

1.3.1.3 Complete Tender Document duly signed & sealed.

1.3.1.4 Tender Document Complete in all respects duly signed and sealed by the Authorised Signatory of the Firm.

1.3.1.5 All other requested documents

**1.3.2** Cover-II "PRICE BID" should contain only the Price Bid Schedule as per the prescribed format.

**1.3.3** On opening, Finance Department will verify whether the Tender Fee and Earnest Money Deposit as prescribed have been included in the Cover-I.

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

Thanking you.

**Yours faithfully,  
For MORMUGAO PORT TRUST**

Sd/-

**Financial Adviser & Chief Accounts  
Officer**

## 2.0 INSTRUCTIONS TO THE BIDDERS

### 2.1 SCOPE OF SERVICES:

Tenders 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 technical upgrade of SAP ECC, EP & XI systems located at its Data Center at Headland Sada, Goa in accordance with the Scope of Work specified in this tender.

### 2.2 SAP SYSTEM LANDSCAPE:

**2.2.1** The details of SAP Servers & Storage systems located at its Data Center at Headland Sada, Goa are as follows:

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		ALLOCATED SPACE
1	HP	EVA4400 DUAL CONTROLLER ARRAY	46 x 300GB = 13800 GB		9691 GB

**2.2.2** The details of SAP Applications are hosted by MPT.

**2.2.2.1** SAP ERP ECC 6.0 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. Bidder has to ensure that these custom developments are not affected during the Technical Up-gradation and should not lead to inconsistencies in the present functionality.

- 2.2.2.2 SAP Document Management System 6.0
- 2.2.2.3 SAP Enterprise Portal 7.0 (NetWeaver 2004s Release 7.0)
- 2.2.2.4 SAP XI(PI) 7.0 (NetWeaver 2004s Release 7.0)
- 2.2.2.5 SAP Solution Manager 7.2

### **2.3 ONE BID PER BIDDER :**

A firm shall submit only one bid in the same bidding process. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

### **2.4 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.

### **2.5 SITE VISIT :**

**2.5.1** The bidder is advised to visit and examine the Site of Works and its surroundings and 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 Technical Upgrade. The bidder should intimate about visit in advance and seek confirmation by sending email to [mptgoa@mptgoa.com](mailto:mptgoa@mptgoa.com).

**2.5.2** 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 implementation of Technical Upgrade.

**2.5.3** 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.

### **2.6 ELIGIBILITY:**

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

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

**2.7.1** Tender Fees of Rs. 1000/- (Rupees One Thousand only) and Earnest Money Deposit of Rs. 18,000.00 (Rupees Eighteen 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.

**2.7.2** 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.

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

**2.8 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.

**2.9 COMMENCEMENT OF SERVICES:**

The Bidder is required to commence providing the services of ABAP resource at MPT site within 15 days from the date of receipt of Purchase Order

**2.10 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.

**2.11 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.

**2.12 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.

**2.13 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.

**2.14 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.

**2.15 CURRENCIES AND PAYMENTS**

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

**2.16 TWO COVER SYSTEM**

**2.16.1** Bidder must submit their supporting documents relating to qualification and experience in a separate sealed envelopes, Super scribed on the envelope as **“COVER – I : TECHNICAL UPGRADE OF SAP ECC, DMS, EP & PI/XI SYSTEMS”**.

**Tender No. FA/IT(7-ERP)/2017/21 dated: 03.02.2017**

**Tender closing: 20.02.2017**

**Addressed to :**

**FA & CAO,  
FINANCE DEPARTMENT,  
MORMUGAO PORT TRUST,  
ADMINISTRATIVE BUILDING,  
HEADLAND SADA, GOA 403 804.**

**2.16.2** Bidder may forward their bids in Two Cover System by Registered Post or deposited in the Tender Box marked "Finance Department" kept at 1st Floor, Finance Department, Administrative Building, MPT, Headland Sada, Goa and ensure that the same are delivered /deposited at MPT prior to scheduled tender opening date & time.

**2.17 COMPLIANCE OF COMMERCIAL TERMS:**

The Bidder should submit 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.

**2.18 SIGNING OF TENDER DOCUMENTS:**

**2.18.1.1** The Bidder shall submit 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.

**2.18.1.2** 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.

**2.19 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.

**2.20 RESPONSIVE TENDER:**

**2.20.1** 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:

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

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

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

**2.20.2** 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.

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

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

**2.21 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.



**2.22 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.

**2.23 EVALUATIONS AND COMPARISON OF TENDERS:**

MPT will evaluate and compare only the tenders determined to be substantially responsive

**2.24 MPT’S RIGHT TO ACCEPT OR TO REJECT ANY TENDER :**

In case lack of participation of firms or the price offers received are not acceptable to MPT, MPT reserves the right to accept or reject any tender, and to cancel the tender process and reject all tenders at any time prior to award of the contract, without thereby incurring any liability to the affected Firm, any obligation to inform the affected Firm of the grounds for MPT’s action.

**2.25 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.

### **3.0 MINIMUM ELIGIBILITY CRITERIA & SCOPE OF WORK**

#### **3.1 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 2,32,500/-. 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.

#### **3.2 TECHNICAL ELIGIBILITY:**

**3.2.1** Bidder's experience of having successfully completed similar works during last 5 years from the due date of submission of bid. The Purchase/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:-

**3.2.1.1** Three similar completed works of not less than Rs.3,10,000/- OR

**3.2.1.2** Two similar completed works of not less than Rs.4,65,000/- OR

**3.2.1.3** One similar completed works of not less than Rs.5,40,000/-

Similar Works means job involving implementation of SAP ERP/EP/XI(PI) systems or providing support to SAP Systems.

**3.2.2** Bidder should have minimum three years experience in SAP Implementations/Support. Certificates from the clients mentioning successful implementation of SAP components or support to SAP Components are to be furnished.

**3.2.3** Compliance to requirement of having at least five (5) SAP consultants at the bidder's disposal from the below list and these consultants to be earmarked for this project as on due date for bid submission.

**3.2.3.1** Profile of Project Manager.

**3.2.3.2** Profile of Financial Accounting.

**3.2.3.3** Profile of Cost/Revenue Accounting Lead.

**3.2.3.4** Profile of Material Management Lead.

**3.2.3.5** Profile of Sales and Distribution Lead.

**3.2.3.6** Profile of Human Resources Management Lead.

**3.2.3.7** Profile of Plant Maintenance Lead.

**3.2.3.8** Profile of Customer Service Lead.

**3.2.3.9** Profile of Project Systems Lead.

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

**3.2.3.11** Profile of Basis Lead.

**3.2.3.12** Profile of Development Lead.

**3.2.3.13** Profile of Enterprise Portal 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.

- 3.2.4** 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.

### **3.3 SCOPE OF WORK:**

The selected bidder is required to carry out technical upgrade of SAP Platform for the entire SAP Landscape. The total duration for the project of Technical Upgrade of SAP Platform solution will be 3 months (90 days) from the date of placement of order which includes 15 working days of functional testing by MPT Team. The scope of work under this tender for Technical Upgrade of SAP Platform solution **shall include all tasks/activities but not limited to the following:**

- 3.3.1** Migrate Oracle database to latest release of 11g for the entire SAP Landscape. Oracle Database software to be downloaded prior to migration. MPT will share credentials of SAP OSS with bidder. Bidder to seek required Support from SAP India to upgrade or migrate to the latest level of the supplied database.

- 3.3.2** SAP Application Software - New SAP Applications Software to be downloaded, MPT will share the credentials of SAP OSS with bidder. Bidder should upgrade all the applications as follows :

**3.3.2.1** ECC 6.0 to ECC 6.0 EhP7 SP12 or latest Service Pack (Development, Quality & Production Landscape)

**3.3.2.2** EP 7.0 to EP 7.4 latest Service Pack (Development, Quality & Production Landscape)

**3.3.2.3** PI 7.0 to PI 7.4 latest Service Pack (Development, Quality & Production Landscape)

**3.3.2.4** Current DMS 6.0 to EasyDMS 7.1 including relevant database to the latest version

**3.3.2.5** Conversion to its completeness and correctness and other BASIS activities required during the complete technical upgrade process. Carry out Performance Tuning of new SAP landscape, ensuring the current levels of performance for existing landscape.

**3.3.2.6** The migration would also include but not limited to the following:

3.3.2.6.1 Java, Apache upgrade to the relevant latest version.

3.3.2.6.2 Carrying out SAP Authorisation Changes, if required after Migration.

3.3.2.6.3 Re-configure interdependencies between the SAP component, database, and operating system release levels.

3.3.2.6.4 Integrity among the SAP systems.

3.3.2.6.5 Modification / Adjustment of ABAP Objects.

3.3.2.6.6 Applying Support packages for the target release.

3.3.2.6.7 Technical support during testing period.

3.3.2.6.8 Go-Live with New release.

### **3.3.3 CLIENT COPY :**

Prior to Technical Upgrade, Bidder is required to carry out Client Copy from Production Landscape to

**3.3.3.1** ECC Quality Client 200 (Configuration & Data)

**3.3.3.2** ECC Development Client 140 (Configuration & Data)

**3.3.3.3** EP Quality (Configuration)

**3.3.3.4** EP Development (Configuration)

**3.3.4 SAP SERVICES :**

Bidder is required to follow SAP guidelines for Pre-requisite and Pre-migration & Post-migration services from SAP.

**3.3.5 POST TECHNICAL UPGRADE SUPPORT :**

Implementation Partner shall be responsible for Upgrade and Implementation for correct & satisfactory functioning of the System. The consulting team deployed by Implementation Partner will provide post Technical Upgrade support to MPT Core team in the production environment for a period of three months after the go-live date of Technical Upgrade in Production Servers. During this period, the consulting team of implementation Partner would attend to any problems that may arise owing to technical up-gradation and SAP product design and resolve to the satisfaction of MPT. The tasks envisaged are as follows, but not limited to:

**3.3.5.1** Review & Resolution of the SAP transaction/report errors and other problems that occur.

**3.3.5.2** Ensuring that integration issues are resolved via cross-functional meetings as and when required.

**3.3.5.3** All the issues, reported during post go live support period, shall be resolved to the satisfaction of MPT not later than one months' time from last day of post go live support period.

**3.3.5.4** During the Post Upgrade Support period, Bidder to apply SAP Notes/Support Packs for SAP Software Components at MPT site.

**3.3.6 DOCUMENTATION :**

**3.3.6.1** All the processes, steps, stages, scripts, pre-requisites involved in Technical Upgrade to be provided in documented format.

**3.3.6.2** All document to be submitted by the Implementation Partner after successful completion of Technical Upgrade Activity.

## **4.0 COMMERCIAL TERMS & CONDITIONS**

### **4.1 RATES/PRICES:**

**4.1.1** 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.

**4.1.2** The rate quoted shall be exclusive of Service Tax/GST.

### **4.2 SECURITY DEPOSIT AND BANK GUARANTEE FOR SUCCESSFUL BIDDER**

A sum worked out on the basis of 10% of the tender amount towards Security Deposit shall be paid in the form of demand draft drawn on a nationalized bank before signing of the contract agreement and will be retained as security for the due and proper fulfillment of the contract and will not carry any interest. Such deposit 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 IX. The Bank Guarantee shall be valid throughout the contract period with a grace period of six months after the expiry of contract for encashment.

### **4.3 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.

### **4.4 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.

### **4.5 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.

### **4.6 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.

### **4.7 COMPLETION**

The Technical Up-gradation work should be completed in all respects for all the Systems viz. ECC, DMS, EP, XI(PI) **in three months including 15 days for testing and certification** by MPT Core Team & IT Cell.

### **4.8 TERMS OF PAYMENT**

- . Full Payment will be made on successful completion of the work duly certified by the Information Technology Cell based on the Core Team Members Reports.

### **4.9 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.

#### **4.10 INDIVIDUALITY OF CONTRACT**

**4.10.1** 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.

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

#### **4.11 ORDER ACKNOWLEDGEMENT**

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

#### **4.12 AGREEMENT**

On receipt of award of work, security deposit to be furnished and an Agreement shall be executed 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.

#### **4.13 ARBITRATION**

**4.13.1** 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.

**4.13.2** 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.

**4.13.3** 11.2 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.

**4.13.4** 11.3 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.

**4.13.5** 11.4 The Venue of arbitration proceedings shall be at MPT premises or such other place, as the arbitrator may decide.

**4.14 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.

**4.15 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.

**4.16 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.

**4.17 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**

**5.0 PRICE BID (SCHEDULE)**

(To be submitted in Cover II - Price Bid)

To

M/s. MORMUGAO PORT TRUST,  
Headland Sada,  
Goa - 403 804.

Sr. No.	Description	Total Charges
1.	Total Charges for the Technical Upgrade of SAP ECC, EP, XI Systems in Development, Quality and Productions Systems as per scope of Work. *	

- Note : “\*” : 1. The above quoted rates are inclusive of all taxes exclusive of Service Tax/GST. Service Tax/GST shall be payable extra as applicable.  
2. The above quoted rates are inclusive of also travel, lodging and boarding expenses of Consultants who would be deployed at MPT Site by the Bidder.

(Rupees .....only)

Signature..... in the capacity of.....  
duly authorized to sign tenders for and on behalf of .....

Address: .....

Date: .....

Company Seal



**LIST OF DOCUMENTS TO BE ATTACHED 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 31 <sup>st</sup> March of the previous financial year should be provided as supporting documents.		
2	Proof 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.	Attested 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.		
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.		

Bidder shall submit the information in a tabulated format along with the supporting documents for each. Submitted 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 (5).
- ii) All the points from Sr. No. 1 to 5 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 Financial Accounting.	
3	Profile of Cost/Revenue Accounting Lead.	
4	Profile of Material Management Lead.	
5	Profile of Sales and Distribution Lead.	
6	Profile of Human Resources Management Lead.	
7	Profile of Plant Maintenance Lead.	
8	Profile of Customer Service Lead.	
9	Profile of Project Systems Lead.	
10	Profile of Interface Developments (PI/XI) Lead.	
11	Profile of Basis Lead.	
12	Profile of Development Lead.	
13	Profile of Enterprise Portal Lead.	

\_\_\_\_\_

**( Signature of the Bidder )**

**FORM OF AGREEMENT**

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 Technical upgrade of SAP ERP ECC, DMS, EP & XI systems 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****TENDER No. FA/IT(7-ERP)/2017/**

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)**