
Public Tender for Managed Infrastructure and Services for Data Centre



बामर लॉरी एण्ड कं. लिमिटेड
Balmer Lawrie & Co. Ltd.

21 N S ROAD, KOLKATA 700001

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Disclaimer

The information contained in the Tender document or information provided subsequently to applicants, whether verbally or documentary form by or on behalf of Balmer Lawrie & Co. Ltd. is provided to applicants on terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

Reference BL/T/MUM/011

Notice Inviting Tender (NIT)

M/s.

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Dear Sir/Madam,

Public e-Tender is invited for Managed Infrastructure and Services for Data Centre to Host Integrated Web-Based Applications (SBU: Travel & Vacation) for Balmer Lawrie & Co. Ltd. The Tender has to be submitted via online process and procedure of e-Procurement.

The bidders are advised to submit their most competitive offers complete in all respect and without any deviation.

It's a Two Bid System. The Tenderer would be required to submit their e-bids i.e. one bid for Functional and Technical Requirement along with all documents and its supporting documents as stated in NIT, and signed and sealed Tender Document and the Second bid as Price Bid. The Price bid has to be submitted online only in **E-procurement price bid section. The Bid of a tenderer will be rejected if he/she submits a Hard copy Price Bid.**

Technical and Functional Bid shall comprise of (Scan Photo Copy/Supporting duly stamped uploaded for Technical and Functional requirement)

- i. RFQ Bid form (RFQ bid submission letter) – This should be duly signed by an authorized person to act on behalf of the Bidder.
- ii. Signed hard copy of RFQ document duly filled (all pages to be signed and stamped)
- iii. All Forms and Annexure attached duly filled and signed and stamped.
- iv. DD towards Earnest Money Deposit
- v. Earnest money amounting to and in the manner specified along with the Un-priced bid.
- vi. Power of Attorney or other proof of authority (or a copy duly attested by a Gazetted Officer) of the person who has signed the tender.
- vii. Detailed work schedule / bar chart establishing compliance with the time of completion.
- viii. All Forms and Annexure attached
- ix. Soft Copy of the Documents in a CD
- x. All documents required in terms of this tender with proper title/markings on the documents.

In online portal wherever technical and functional documents are requested, Bidder has to attach them. Along with that all the attached documents in hard/soft copies (in CD) should be given to Balmer Lawrie in the address already provided in NIT.

Price Bid Submission

Price Bid to be submitted online only in price bid section of e procurement website. Price bid submitted in Technical and Functional Bid envelope or in hard copy will lead to rejection of Tender. Refer **Annexure 9**, price bid should be submitted **online only**.

Reference BL/T/MUM/011

Tender Schedule

S. No.	Particulars	Description
1.	Tender reference number	BL/T/MUM/011
2.	Earnest Money Deposit	INR 30000
3.	Date of Publishing of Tender document on the website	20 th Jan 2020
4.	Last date and time of receiving applicant's clarifications in writing	04 TH Feb 2020 - 15:00 Hours
5.	Last date and time for submission of Tender	08 TH Feb 2020 - 18:00 Hours
6.	Validity of Bid	120 days from opening of price bid
7.	Place of Tender Opening	Mumbai
8.	Contact Name and address for submission of tender	Shafique Shaikh, IT SBU T&V, 5, J.N Heredia Marg, Ballard Estate, Mumbai 400 001 email - shafique.s@vacationsexotica.com Mob – +91 9892861587

Reference BL/T/MUM/011

Registration with e-Procurement platform

The Bidder would be required to register on the e-procurement site <https://balmerlawrie.eproc.in> and submit their bids online.

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT

The Bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the Bidder will not be accepted on the e-procurement platform.

All the Bidders who do not have digital certificates need to obtain Digital Certificate **(with both Signing and Encryption Components)**. They may contact help desk of M/s C1 India or any other DSC service provider.

The Bidder shall invariably furnish the original DD/BG in favor of Balmer Lawrie & Co. Ltd, Kolkata towards EMD which must reach on or before the due date and time of the Tender either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of Bidder. The Company shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the Bidder is found to be false/fabricated/bogus, the Bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

The bidders found defaulting in submission of hard copies of original Demand Draft/BG for EMD and other documents to the Tender Inviting Authority on or before the stipulated time in the Tender will not be permitted to participate in the Tender.

The bidder has to keep track of any changes by viewing the Addendum / Corrigenda issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. There will be no paper advertisement on this. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

The Bidder should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps. M/s C1 India or Balmer Lawrie will not be responsible for incomplete bid submission by users. Bidders may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for consideration.

Neither the Company (Balmer Lawrie & Co. Ltd.) nor the service provider (M/s C1 India) is responsible for any failure or non-submission of bids due to failure of internet or other connectivity problems or reasons thereof.

The hardcopies comprising of Technical and Functional Bid, EMD along with all necessary documents which are part of Technical and Functional Bid as explained above should reach the office of Contact person Shafique Shaikh (IT), 5, J.N Heredia Marg, Ballard Estate, Mumbai 400 001 Phone:022 61983389 email shafique.s@vacationsexotica.com on or before the due date of submission of tender. There should be no PRICE BID with Technical and Functional Bid.

Reference BL/T/MUM/011

Successful bidder shall be responsible for completion of the contract in all respect.

Balmer Lawrie reserves the right to accept or reject any tender or part of tender or to reject all Tenders without assigning any reasons thereof.

Instructions to Bidders for Public E-TENDER

1. The bidder may download the Public E-TENDER documents from website at <http://balmerlawrie.com>.
2. It shall be the responsibility of the persons submitting the Public E-TENDER to ensure that the Public E-TENDER has been submitted in the formats and as per the terms and conditions of the Public E-TENDER documents. In the event of any doubt regarding the terms and conditions / formats, the person concerned may seek clarifications from the authorized officer of BL. In case any tampering / unauthorized alteration is noticed in the Bid submitted from the Public E-TENDER Document available on the BL's Website, the said Public E-TENDER shall be summarily rejected and the company shall have no liability whatsoever in the matter. However, deviations, if any, proposed by the bidder may be separately indicated for acceptance in a deviation note or otherwise to BL.
3. Bidders are expected to submit all necessary documents in support of fulfilment of Prequalification Criteria. However, in case any further document/ clarifications is found necessary for proper assessment, the Bidder shall be requested to furnish the same.
4. A bidder can only bid once for this Public E-TENDER.
5. No cognizance shall be taken for references by the bidder to various clauses of Contract / tenders awarded earlier by BL.
6. Deviations seeking any change in the text of various Clauses or Articles shall be mentioned in separate Deviation Sheet by Bidder(s). The decision to accept or reject the deviation sought by applicant will be decided by committee of BL.
7. The bidder must submit a certificate of no conflict through authorized signatory confirming that there would be no conflict of interest with BL. Public E-TENDER Bids of any bidder may be rejected if a conflict of interest between the bidder and BL is detected at any stage.
8. Contact Person : Shafique Shaikh (IT) , IT SBU T&V, 5, J.N Heredia Marg, Ballard Estate, Mumbai 400 001, Mob – +91 9892861587 email shafique.s@vacationsexotica.com
9. Bidders are expected to observe the highest standard of ethics during the award and execution of this Contract. In pursuit of this policy, BL will reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.
For the purposes of this provision, the terms set forth below are defined as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence the procurement process;
 - (iii) "Collusive practice" means designs to establish bid prices at artificial, non-competitive levels to deprive BL of the benefits of competition.
10. Public E-TENDER Document submission. The bidders are requested to provide supporting documents and information as desired in Pre-Qualification Criterion of the Public E-TENDER Document. The Delivery Plan and Schedule should also be enclosed along with Document. Entire set of documents should be submitted in sealed envelope marked as Technical and Functional Bid. If requested the documents need to be uploaded online and to be send in hard copy/soft copy (in CD) to the address provided. The bidders have to submit their bids in hard and soft (in CD) copy latest by **18:00 hours 08th Feb 2020**. **All required certificates and documents should be submitted along-with the bid otherwise bid will be treated as invalid at the discretion of BL.**

Reference BL/T/MUM/011

11. Clarifications of bidding documents

Bidder can seek any clarification on Public E-TENDER document through written mail to Shafique Shaikh having E-mail ID shafique.s@vacationsexotica.com at least 4 working days prior to final submission date of Public E-TENDER document clearly mentioning the bidder name, contact no.

BL may at its sole discretion amend the Public E-TENDER Documents at any time prior to the deadline for submission of Public E-TENDER bid. However in case of such amendment, the Public E-TENDER submission date may be extended at the discretion of BL. Amendments made prior to submission of Public E-TENDER bid will be provided in the form of Corrigendum to the Public E-TENDER Documents and will be issued and uploaded in the web-site only.

i) Public E-TENDER Document:

The bidder is requested to download the Public E-TENDER document and read all the terms and conditions mentioned in the Public E-TENDER Document and seek clarification, if in doubt, from the Public E-TENDER Inviting Authority. The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Public E-TENDER Inviting Authority on time-to-time basis in the company website. The Company calling for Public E-TENDER shall not be responsible for any claims/problems arising out of this.

ii) Extension of Public E-TENDER bid submission

BL may, at its discretion, extend this deadline for submission of Public E-TENDER bids in which case all rights and obligations of BL and Bidders will thereafter be subject to the deadline as extended. Information on deadlines would be uploaded in the website.

iii) No Deviation

Please note that this is a no deviation and no assumption in Public E-TENDER bid. Bidders should abide by all the terms and technical requirement mentioned in this Public E-TENDER or further corrigendum as and when issued.

12. Modifications and withdrawals of bids

The Bidder may modify or withdraw its Public E-TENDER bid after submission, provided that written notice of the modification or withdrawal is received by BL prior to the deadline prescribed for Public E-TENDER bid submission.

13. Bid Opening

Opening of Public E-TENDER Bids by BL

Part-I of the Public E-TENDER will be opened on the same day or the day appointed for the same by BL.

14. Preliminary examination of bids

14.1 BL will examine the Public E-TENDER bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the criteria specified in the Public E-TENDER Documents will be rejected by BL and shall not be included for further consideration.

14.2 Prior to the detailed evaluation, BL will determine whether each Public E-TENDER bid is complete, and is responsive to the Public E-TENDER Documents. For the purposes of this determination, a responsive Public E-TENDER bid is one that conforms to all the terms, conditions, and specifications of the Public E-TENDER Documents.

15. Clarifications

During the Public E-TENDER evaluation, BL may, at its discretion, ask the bidder for a written clarification of its bid, which the bidder is bound to provide within stipulated time i.e. 3 days.

16. Cancellation of Public E-TENDER

Balmer Lawrie reserves the right to accept or reject any First (Original) or Updated Public E-

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TENDER, and to annul the bidding process and reject all Public E-TENDER bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for such action.

17. Transfer of Public E-TENDER bid document

Transfer of Public E-TENDER bids submitted by one Bidder to another Bidder is not permissible.

18. Compliance with company law

The Bidder must declare whether the proprietors/ partners of the firm/ Directors of the limited company has any relation with any director of BL including its subsidiaries and Joint Ventures and if so, the details or the relation thereof must be disclosed in the bid response.

19. Evaluation Methodology

Bidders will be evaluated based on following methods:

Step 1: Shortlisted bidders qualifying in mandatory criteria will be consider for full technical and functional evaluation.

Step 2: Shortlisted bidders of step 1 (full technical and functional evaluation) will have their **Price Bid** opened.

Step 3: Shortlisted bidder's technical score and price offered combined together will be considered for final bidder selection.

20. Qualifying in the Pre-Qualification criterion mentioned in **Annexure 5** is necessary for the bidder. However BL reserves the right to change anytime during the bidding process based on recommendation of Tender Committee.

21. Conditions for bid submission

The bidders shall submit their eligibility and qualification documents, Technical and Functional Bid etc., in the standard formats prescribed in the Public E-TENDER documents, displayed in company web site. The bidder shall sign on the statements, documents, certificates owning responsibility for their correctness/ authenticity.

22. Confidentiality:

You are required to maintain strict confidentiality and not to disclose our name during the course of study. In case it becomes necessary to disclose our name then written confirmation shall be obtained from us.

The bidders found defaulting in submission of hard copies of original Demand Draft for EMD and other documents to the Tender Inviting Authority on or before the stipulated time in the Tender will not be permitted to participate in the Tender.

The bidder has to keep track of any changes by viewing the Addendum / Corrigenda issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. There will be no further paper advertisement on this. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

The Tenderer should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps. M/s C1 India or Balmer Lawrie will not be responsible for incomplete bid submission by users. Tenderers may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

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Neither the Company (Balmer Lawrie & Co. Ltd.) nor the service provider (M/s C1 India) is responsible for any failure or non-submission of bids due to failure of internet or other connectivity problems or reasons thereof.

The hardcopies as explained above should reach the office of Shafique Shaikh , IT SBU T&V, 5, J.N Heredia Marg, Ballard, Mumbai 400 001, Mob – +91 9892861587, email shafique.s@vacationsexotica.com, on or before the due date (08th Feb 2020 , 18:00 hrs.) of submission of tender.

The Company reserves the right to alter / modify the scope of study or cancel the proposed study without assigning any reason whatsoever prior to the award of contract.

All the bids received without EMD Fee and after Due date for receiving at BL office will be summarily rejected.

Please acknowledge receipt and confirm your participation in this Public E-TENDER

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1. Introduction

Founded by two Scotsmen, George Stephen Balmer and Alexander Lawrie, in Kolkata, Balmer Lawrie & Co. Ltd. (BL) started its corporate journey as a Partnership Firm on 1st February 1867. Traversing the 146 years gone by, today Balmer Lawrie is a Mini-Ratna Public Sector Enterprise under

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the Ministry of Petroleum and Natural Gas, Govt. of India, with a Gross turnover of Rs. 1901 crore and a profit before tax (PBT) of Rs.254 crore. Along with its six Joint Ventures in India and abroad, today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases & Specialty Lubricants, Corporate Travel and Logistics Services. It also has significant presence in most other businesses, it operates, viz, Performance Chemicals, Logistics Infrastructure etc. Each major business is recognized as a Strategic Business Unit and operates with a high degree of operational autonomy. Travel & Vacation is one of the major SBU for which this Tender is intended.

Balmer Lawrie intends to have a Data Centre for which all requirements and specifications are covered in this Tender.

1.1 General Terms and Conditions

1.1.1 The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:-

- i. Balmer Lawrie & Co. Ltd shall mean a Company registered under Indian Companies Act 1956, with its Registered Office at 21, N.S Road, Kolkata 700001 and its Authorized Officers or its Engineer or other Employees authorized to deal with this contract.
- ii. "CONTRACTOR" shall mean the individual, or firms who enters into this Contract with Balmer Lawrie and shall include their executors, administrators, successors and assigns.
- iii. "SITE" shall mean the place or places, including Project site where the system will be delivered and installed.
- iv. "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the work order, the accepted General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, etc.
- v. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by Balmer Lawrie and incorporated in the Agreement.
- vi. "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement, etc, pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- vii. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by Balmer Lawrie.
- viii. "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- ix. "VALIDITY OF THE CONTRACT" The contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of Balmer Lawrie.
- x. "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.
- xi. All conditions are relevant for our site.

1.1.2 Commencement of Work

The Contractor shall commence the work on specific intimation from Balmer Lawrie in writing or the time indicated in the LOI and shall proceed with the same with due expedition without delay. If the

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contractor fails to commence the work as per the terms of Order / Contract, Balmer Lawrie, at its sole discretion will have the right to cancel the Order / Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of Balmer Lawrie's other rights and remedies in this regard.

1.1.3 Invoices and Payments

- i. The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- ii. The tax element to be shown separately in the invoice.

1.1.4 Observance of Local Laws:

- i. The Contractor shall comply with all Laws, Statutory Rules, and Regulations etc.
- ii. The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be accrued on account of any of the operations connected with the execution of this contract.
- iii. The Contractor shall be responsible for the proper behaviour and observance of all Regulations by the staff employed.

1.1.5 Safety of Men, Equipment, Material and Environment:

Vendor should have HSE Policy at site and shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.

1.1.6 Force Majeure:

The following shall amount to force majeure conditions:-

- i. Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil commotion, insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.
- ii. If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the contractor to Balmer Lawrie within 14 days from the date of occurrence thereof.
- iii. The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against Balmer Lawrie in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such

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event has come to an end or ceased to exist, and the decision of contractor as to whether the deliveries have been so resumed or not shall be final and conclusive.

- iv. Force Majeure conditions will apply on both sides.

1.1.7 Prevention of Corruption

- i. Canvassing in any form or any attempt to influence directly or indirectly any official of Balmer Lawrie will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.
- ii. Balmer Lawrie shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with Balmer Lawrie or for showing or intending to show favour or disfavour to any person in relation to the contract with Balmer Lawrie , if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with Balmer Lawrie .

1.1.8 Arbitration

- i. If any time, any questions, disputes or differences what so ever arising out of or in any way concerning the contract between Balmer Lawrie and the Contractors, the same shall be referred to the sole arbitrator i.e. Director (Finance) or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions Indian ARBITRATION AND CONCILIATION ACT, 1996. The award of the arbitrator shall be final and binding on both the parties. The fees of the arbitrator, if any, shall be paid equally by both the parties
- ii. The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by Balmer Lawrie or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.
- iii. The place of Arbitration will be 21, N S Road Kolkata 700001.

1.1.9 Laws Governing the Contract:

The contract shall be governed by the Indian Laws for the time being in force and only courts in Kolkata, India shall have jurisdiction over this contract.

1.1.10 Indemnity:

The Contractor shall indemnify and keep indemnified Balmer Lawrie all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

1.1.11 Discrepancy in Words & Figures quoted in offer

If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

Reference BL/T/MUM/011

1.1.12 Monitoring of the project

The Bidder would be required to update the Balmer Lawrie team on the progress of the project through weekly status reports and periodic steering committee meeting at our Corporate Office in Kolkata which may be once in a week OR once in a fortnight.

1.1.13 Completion Period

SN	Activity	Time period for completion
1	Site completely ready for inspection & Acceptance testing.	15 days from date of issuing the purchase order or LOI

1.1.14 Liquidated Damage

- i) If the contractor is unable to complete the jobs specified in the scope of work within the period specified in NIT and as per the agreed schedule, it may request owner for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, owner may at its discretion extend the period of completion and shall recover from the contractor, as an ascertained and agreed Liquidated Damages @ one (1) % of the basic order value per week of delay, subject to a maximum of twenty (20) % of the total value.

The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by the owner on account of delay/ breach on the part of the CONTRACTOR and the said amount will be payable by the contractor without proof of actual loss or damage caused by such delay/breach.

- (ii) Notwithstanding what is stated in Clause above, BL shall have the right to employ any other agency to complete the remaining work at the risk and cost of the Contractor, in the event of his failing to complete the work within the stipulated time or in the event progress of Contractor's work is behind schedule, as judged by the BL officer.

- (iii) If in the opinion of the BL officer the works have been delayed beyond the day of completion -

- (a) By force Majeure or
- (b) By reasons of exceptionally inclement weather or
- (c) By reason of civil commotion, illegal strikes or lock-out in which case the Contractor should immediately give written notice thereof to the owner.

Then the Owner may in writing make a fair and reasonable extension of time for completion of the works, provided further that the Contractor shall constantly use his best endeavour to proceed with the works. Nothing herein shall prejudice the rights of the Owner in this regard.

1.1.15 DC and DR hosting requirements

The proposed DC and DR should be minimum Tier 3. The bidder shall provide sufficient electrical connections, Air conditioning, backup power through UPS and Generator, network communication facilities, Surveillance, access control system, fire suppression system, physical security and soft services etc as applicable for DC and DR as required for the proposed equipment on 24 x 7 basis in order to maintain uptime of all such facilities at as per SLA. **DC and DR, all kind of infrastructure and**

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every component which holds BL data should be in India. None of BL data and infrastructure should be hosted in foreign countries unless BL explicitly request to do so.

1.1.16 Single point of contact [SPOC]

The selected L1 Bidder shall appoint a single point of contact with whom BL will deal for any activity pertaining to the requirements of the RFP.

1.1.17 Bid Currencies

Prices shall be expressed in the **Indian Rupees** only.

- The RFP document is neither an offer letter nor a legal contract, but an invitation for offers / responses. No contractual obligation on behalf of Balmer Lawrie whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of Balmer Lawrie and the bidder.
- Balmer Lawrie reserves the right to cancel the RFP at any point of time.
- Balmer Lawrie further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar credentials of a vendor. When Balmer Lawrie makes any such rejection, Balmer Lawrie will not be bound to give any reason and / or justification in this regard to the vendor.
- All offers of the bidders shall be unconditional and once accepted whether with or without modifications by Balmer Lawrie shall be binding between the Balmer Lawrie and such Bidder.
- However, this is a binding document between Balmer Lawrie and respondents till the completion of selection process and notification of award and till a contract is signed between Balmer Lawrie and the Vendor in the process in case both parties initiate and expedite certain actions pending the execution of a contract.
- Balmer Lawrie may modify any / all of the terms of this RFP and shall be entitled to award the contract to a selected bidder with / without modification of any conditions contained herein.
- This RFP document is structured in such a way that the Bidders fully understand and acquaint themselves with the requirements of Balmer Lawrie.
- While this section is a Preface to the entire document, the following sections are meaningfully segregated for better understanding of the document. The section headings or any other headings do not have any contractual sequence and the submission of responses to RFP should be based on total understanding of the document.

1.1.18 Ethical Standard

- A. Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, BL will reject the proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

For the purposes of this provision, the terms set forth below are defined as follows:

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- (II) *“corrupt practice”* means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- (ii) *“fraudulent practice”* means a misrepresentation of facts in order to influence the procurement process
- (iii) *“collusive practice”* means designs to establish bid prices at artificial, non-competitive levels to deprive BL of the benefits of competition.

B. By signing the Tender the Bidder represents that for the Public e-Tender of ‘Managed Infrastructure and Services for Data Centre Site to Host Integrated Web-Based Distributor Management System, the Bidder has proper authorization and/or license from the owner to offer them. Wilful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that BL may take.

1.1.19 TENDER FEE

There is no Tender Fee.

1.1.20 EARNEST MONEY DEPOSIT

Interested parties have to submit an interest free **EMD of Rs. [30,000 /- (Thirty Thousand Only)]** by Demand Draft/Pay Order at our address mentioned below. The DD/PO for EMD should be drawn in favor of **BALMER LAWRIE & CO LTD** on any Schedule Bank, payable at [Mumbai]. Earnest Money Deposit can also be made directly to our Standard Chartered Bank (**Account No 33105176488, NEFT Code - IFSC SCBL0036008**) through electronic transfer and proof of transfer of funds deposited with us. Bids received without EMD shall be summarily rejected

MSME/SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED HAVING UAN NUMBER (NSIC / MSME), FOR THE ITEM TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.

1.1.21 NOTE: - Bidder having NSIC/MSME Registration needs to attach copy of valid Certificate applicable for the tendered item. If such bidders are registered as belonging to Scheduled Caste / Scheduled Tribe, the valid certificates for the same also need to be attached Clarifications of bidding documents

Bidder can seek any clarification on RFQ document through written mail to shafique.s@vacationsexotica.com at least 4 working days prior to final submission date of RFQ document clearly mentioning the bidder name, contact no.

BL may at its sole discretion amend the RFQ Documents at any time prior to the deadline for submission of RFQ bid. However in case of such amendment, the RFQ submission date may be extended at the discretion of BL. Amendments made prior to submission of RFQ bid will be provided in the form of Corrigendum to the RFQ Documents and will be .

Reference BL/T/MUM/011

1.1.22 Conditions for bid submission

The bidders shall send bids in the Scan Photo Copy/original as prescribed in the RFQ documents. The bidder shall sign on the statements, documents, certificates owning responsibility for their correctness and authenticity.

A. Extension of RFQ bid submission

BL may, at its discretion, extend this deadline for submission of RFQ bids in which case all rights and obligations of BL and Bidders will thereafter be subject to the deadline as extended. Information on deadlines would be intimated through mail.

B. No Deviation

Please note that this is a no deviation and no assumption RFQ bid. Bidders should abide by all the terms and technical/functional requirement mentioned in this RFQ or further corrigendum as and when issued.

1.1.23 Bid Price

The bid price must be prepared in accordance with the instructions specified below:

The Basic price must take into account all incidental costs associated with the provision of services including travel, transportation, communications, fees, Licenses cost, cost of service from 3rd party for requested integration etc. imposed on the bidder in India or any other country.

1.1.24 Modifications and withdrawals of bids

The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by BL prior to the deadline prescribed for bid submission as mentioned in Tender Document.

1.1.25 Bid opening

The bids will be opened by BL on closing of RFQ submission date

1.1.26 Preliminary examination of bids

BL will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order confirming to all the terms, conditions, and specifications of the Bidding Documents. Any bids found to be non-responsive for any reason or not meeting the criteria specified in the Bidding Documents will be rejected by BL and shall not be included for further consideration.

1.1.27 Clarifications

During the bid evaluation, BL may, at its discretion, ask the Bidder for a written clarification of its bid, which the bidder is bound to provide within three working days.

Reference BL/T/MUM/011

1.1.28 Award of Contract/ Purchase Order

- Evaluation of Price Bid shall be on overall basis considering both technical as well as commercial offer. Conforming to techno-commercial specifications and concurrent lowest price in Price Bid will be used to determine the L1 position.
- Balmer Lawrie reserves the right to accept or reject any First (Original) or Updated bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for such action.

1.1.29 Transfer of bid document

Transfer of bids submitted by one Bidder to another Bidder is not permissible.

2. Requirement Details

2.1 Scope of the Project

Balmer Lawrie requires Primary DC and DR Hosting Services at preferably at Metro cities. The requirements are as follows:

1. Hosting Services for DC and DR should be in Metro city.

2.2 Detailed Scope of Work

The proposed Data Centre facility should be located in Metro city and have a dedicated facility housing IT / Communication Infrastructure and should be easily accessible by air, road and rail. (By Metro cities BL intends to say Bangalore/Delhi(NCR)/Mumbai/Chennai/Hyderabad/Kolkata)

The Data Centre should have state-of-art infrastructure facilities with N+1 redundancy across the board without any single point of failure. The DC and DR besides having N+1 redundancy for all the essential infrastructure like power, air conditioning, networking etc. should have the following features:

1. The data centre should be highly available, secured and reliable, guaranteeing 99.99% uptime.
2. The building housing the DC, DR and all infrastructure therein should be covered under comprehensive insurance. The bidder shall in his response clearly indicate the risks covered under the above policy. However customer name will cover insurance only for the equipment owned and deployed by customer name
3. The Data Centre should have multi layers of security with minimum two types of access controls for critical points and 24 x 7 security personnel.
4. The data centre should have switch over facility to captive power with adequate redundancy.
5. The data centre should have centralized building management system and have centralized 24 x 7 surveillance with CCTV facility and access logs.
6. The Data Centre should be a carrier neutral facility.
7. The Data Centre should have well trained experienced personnel in networking and building management to support mission critical operations.

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8. Fire detection with Smoke and Heat detection sensors including VESDA below the raised floor and ceiling should be available.
9. FM 200/Novec (or equivalent) based fire suppression systems should be in place in server area.
10. Precision air conditioning in server farm for maintaining humidity and temperature at the desired level should be available.
11. The site should have easy accessibility to essential services like police and fire stations.
12. The site should be sufficiently protected against natural disasters like floods, rains, earthquakes etc.
13. The site should have been sufficiently protected against vandalism, terrorism etc.,
14. The Data Centre building should not house inflammable storage houses like cracker shop, gas agency, hotel etc.

2.3 Detailed HW Infrastructure on cloud

Item Heading	Description	Quantity	UOM	Remarks
Bandwidth, Connectivity and Firewall				
Internet Bandwidth	Internet Bandwidth capped per Mbps	20	Mbps	Fixed predicatable bandwidth usage considered
Internet Connectivity	Active redundant path	1	Unit	Redundant connectivity to Internet
Firewall	Dedicated Managed & Hosted UTM Firewall	2	Units	<ul style="list-style-type: none"> Firewalls in High Availability Connections - Mill 2 Firewall Throughput - 7.4 Gbps without UTM
Server Workloads Cloud				
Cloud Service	Fixed Plan Ubuntu 18.04 LTS (64 Bit) - Virtual Machine with 8 or 12 core Virtual CPU, 16 GB Virtual RAM, 80 GB Virtual HDD on 15K SAS/SSD disks VM, Cloud OS - Ubuntu 18.04 LTS (64 Bit). SSH server access,1 Nos. IPv6 IP Address,	1	Unit	Application Server
Cloud Service	Fixed Plan Ubuntu 18.04 LTS (64 Bit)- Virtual Machine with 8 or 12 core Virtual CPU, 32 GB Virtual RAM, 100 GB Virtual HDD (in RAID 5 or 6) on SAS/SSH disks VM, Cloud OS – Ubuntu 18.04 LTS (64 Bit), SSH server access,1 nos IPv6 IP Address,	1	Unit	DB Server

Reference BL/T/MUM/011

Cloud Service	Fixed Plan Ubuntu 18.04 LTS (64 Bit) - Virtual Machine with 8 or 12 core Virtual CPU, 8 GB Virtual RAM, 40 GB Virtual HDD on 15K SAS/SSD disks, Cloud OS - Ubuntu 18.04 LTS (64 Bit), SSH server access, 1 nos. IPv6 IP Address.	1	Unit	Reporting server
Managed Services				
Managed Services	Infra manage Cloud OS - Ubuntu	3	Units	OS Management for application, database and reporting server
Backup as a Service				
Cloud Service	Virtual Firewall Cloud_VFA - Small Firewall (Backup Appliance)	1	Unit	<ul style="list-style-type: none"> • Connections - 64,000 • Firewall Throughput - 30 Mbps
Backup Service	One time setup and Installation per agent / instance	3	Units	One time installation of backup agents on VPC virtual instances
Data backup Service	Data protection plan - All Protection Front End per GB	500	GB	Premium level of protection that caters for Business Critical workloads. A Daily backup operation is executed every 24hours with 14 day retention there by maintaining 14 copies at any given point of time as a default backup policy
Data backup Service	Excess Utilization - All Protection FrontEnd Per GB	0	GB	Excess Utilization of backup over the above contracted value
Target Media	(Infra + Storage) - Data Protection on Storage Disk per Backend GB (Via Local LAN)	1000	GB	Backup data are stored on shared backend storage infrastructure.
Target Media	Excess Utilization - (Infra + Storage) - Data Protection on Storage Disk per Backend GB (Via Local LAN)	0	GB	Excess Utilization of backup datastore over the above contracted value
SSL Certificate	128 Bit SSL Certificate	1	No.	3 Years Validity
ASSUMPTIONS : SQL server of any flavour is not factored here, if needed same be checked with application provider and requisite version & licenses has to be provided by the application provider				

Note – All the mentioned infrastructure in the above list are indicative for reference purpose. Expectation from bidder is to provide the similar configuration or higher of reputed industry leader brand as per Gartner Leaders segment.

Reference BL/T/MUM/011

3. Service Levels and Penalties

3.1 Purpose and Objectives of SLA

3.1.1. Balmer Lawrie expects that the Bidder shall be bound by the Service Levels described in this document.

3.1.2. Balmer Lawrie intends to enter into a “Service Levels Agreement” with the Bidder.

3.1.3. Balmer Lawrie would expect the bidder to commit to the service level assurances.

3.1.4. Balmer Lawrie expects 99.99 % uptime for the Data Centre Facility

3.1.5. The SLA will be reviewed on a Quarterly basis.

3.2 SLAs on Power and Cooling (Datacenter Infrastructure)

The bidder shall guarantee 99.99 % uptime for Data Centre infrastructure. The Bidder shall be liable for liquidated damages for uptime maintained below 99.99 % in a month.

Power Availability:

- Vendor should warrants 99.99% uptime on Power in the Customer Area provided Customer subscribes for dual (both primary and redundant) feed.
- Power problem shall exist when Power is not available to both the primary and redundant outlet simultaneously and would result in a downtime when the particular Power device or equipment is shut down due to the Power problem.

Air-conditioning Availability:

- Vendor must warrant 99.99% uptime on Cooling in the Customer Area.
- The average room temperature will be maintained, between 22° and 24° on a daily basis as measured at the nearest PAC unit.
- Average relative humidity will be maintained between 45% and 60% as measured at the nearest PAC unit.
- Balmer Lawrie shall be eligible for service credits when temperature / humidity recorded shows a deviation from the set limits for a prolonged period of time and this results in a downtime for a particular device or equipment being shut down due to overheating.

Activities & Report Submission

Activities	Periodicity	Guarantee
ESR (Executive Service Report)	Monthly	Every Month
Operating System Hardening	One time	First time and as and when new system is added

Reference BL/T/MUM/011

Vulnerability Assessment	Monthly	Every Month as defined
Port Scanning	Weekly	Once in every 7 days or as specified in schedule
Patch Management	Monthly	Once in a month and as and when patches are applied
IDS / IPS Monitoring	24x7	Real time – 24x7
Syslog Monitoring	Incident Notification Mitigation	Periodic Review
Configuration checks	Fortnight	Every 15 days
Conduit review	Monthly	
Penetration Testing	Quarterly	Once in every 3 months as per customer consent

EXCLUSIONS

The Service Level Guarantee shall not apply to the following Performance issues:

- Caused by factors outside of Vendor's reasonable control.
- That resulted from any actions or inactions of the Customer or any third parties.
- That resulted from the Balmer Lawrie 's equipment and / or third party equipment, not within the sole control of the vendor.
- Caused by a Force Majeure event.
- Planned / Scheduled Maintenance for which Vendor had provide notice of forty eight (48) hours or more. Planned downtime can be taken in non-business hours. Planned down time is limited to 2 hrs. per day , maximum of 2 times in a month. The infrastructure required is in High Availability mode hence one server should be working during planned downtime.
- Any restrictions placed / imposed upon the Vendor by the Balmer Lawrie , which prevent or delay the performance of s obligations.

3.3 SLA for Hardware Issues

Bidder should ensure 99.90% uptime.

Service Level objective for Hardware issues

Time to log call with OEM*	Target Time to update Customer
30 minutes	Every 2 hour (Phone)

*starts from the time the problem is identified as hardware failure.

Reference BL/T/MUM/011

4. Pricing

4.1 Price Composition

4.1.1. The price quoted should be in Indian Rupees.

4.1.2. No out of pocket expenses will be paid over and above this price.

4.1.3. The fee should exclude all taxes, duties, levies, GST, etc. which will be paid at actuals.

The Contractor's request for payment shall be made to Balmer Lawrie in writing, accompanied by an invoice describing, as appropriate, the milestone completed. The Contract Price shall be paid in Indian Rupees in accordance with the Payment Schedule.

4.1.4 Payments shall be made promptly by Balmer Lawrie, but in no case later than thirty (30) days after submission of an original invoice along with the stipulated acceptance/delivery certificate signed by competent authority/Project Coordinator/Authorized Representative, unless there is a clarification that is sought by Balmer Lawrie within this time.

4.1.5 Payment will be done by EFT mechanism only

4.2 No Erasures or Alterations

4.2.1. All details must be completely filled up. The corrections or alterations, if any should be authenticated. In the case of the corrections/alteration are not properly authenticated, the offer shall become liable for rejection at the discretion of Balmer Lawrie

4.3 Payment Terms

4.3.1. For recurring charges payment will be released quarterly once bills are submitted (not in advance).

4.3.2. For one time implementation charges payment will be released on submission of invoice and sign off report from the concerned Balmer Lawrie official confirming the successful execution of the task.

4.3.3. All invoices will be paid by the Balmer Lawrie within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Balmer Lawrie shall make payment within 30 days from the date the dispute stands resolved.

4.3.4. Invoices should be clear, legible, site/location wise and activity wise. Invoices raised otherwise will be summarily rejected. Amounts pertaining to different sites/locations should not be clubbed together.

4.3.5. Delivery of complete infrastructure should be done within 15 days of release of LOI/PO.

5. Eligibility Criteria

5.1 Right to change criteria

5.1.1. Firms meeting the eligibility criteria as described in the following sections will be considered for evaluation

5.1.2. Balmer Lawrie reserves the right to change or relax the eligibility criteria to ensure inclusivity

Reference BL/T/MUM/011

5.2 Eligibility of Bidders (Mandatory)

5.2.1. The bidder should be a government organization/ Public sector unit/ Partnership firm / Limited Company/ Private Limited Company having its Registered Office in India since last Three years as on 31/03/2019 Relevant documents of registration should be submitted as part of the proposal.

5.2.2. The bidder should be providing Primary and DR Site Datacenter services to customers for a minimum period of 3 years.

5.2.3 Payment Card Industry Data Security Standard (PCI DSS) as per PCI Security Standards Council. (Provide valid Certificate or a declaration mentioning the process as per standard guided by PCI Security Standards Council).

5.2.4. The bidder should have a minimum turnover of Rs. 20 Crores annually with positive Net worth per year in the last three years (operations in India). The bidder must warrant financial solvency, i.e. able to meet all the debts as and when they fall due. The last three financial years' audited /Provisional Balance Sheets should submitted. (Provide figures in Crores). Last three FY will include 2016-17,2017-18 and 2018-19.

5.2.5 The bidder should have made operating profits in the last three financial years. The last three financial years' audited Balance Sheets should submitted.

5.2.6 The bidder must not have been black listed by any Government organization or Govt. agency or Banks in India. (A self-declaration signed by the authorized Signatory to be enclosed).

5.2.7 The bidder should propose the Datacenters at a metro city. The facility should be in an independent standalone building either owned by the Datacenter Service Provider or on lease with unexpired lease duration of at least 3yrs. (By Metro cities BL intends to say Bangalore/Delhi (NCR)/Mumbai/Chennai/Hyderabad/Kolkata)

5.2.8 The bidder should be **MeitY empanelled and STQC audited CSPs**

5.2.9 The Bidder proposed DC and DR should be Tier 3 or more (Provide copy of valid Certificate from UPTIME Institute, Global Datacenter Certification Authority)

5.2.10 The Bidder should be ISO 27001, ISO 9001 and ISO 22301 for DR Service (Provide copy of valid Certificate from authority)

5.3 Delay in Performance

5.3.1. The successful bidder will be required to initiate the services within 15 days of issuance of the Purchase order/LOI. In case of delay on part of bidder in initiating Services will attract a penalty / termination of contract as defined in this RFP.

Reference BL/T/MUM/011

5.4 SLA

- If the vendor fails to maintain 99.95% uptime for DC/DR site, due to any act or omission of the vendor, then the Balmer Lawrie is entitled to receive a credit against the Monthly Recurring Charge as set out in the contract **against such service**. The penalty of non SLA compliance is as follows:

Server reachability (DC & DR)	Penalty
99.99% - 99.95%	NA
99.94% - 99.90%	5% of Monthly Recurring Charge
99.89% - 99.80%	10% of Monthly Recurring Charge
99.79% - 99.70%	15% of Monthly Recurring Charge
99.69% - 99.60%	20% of Monthly Recurring Charge
95.00 % - 99.59%	25% of Monthly Recurring Charge
90.00 % - 94.99%	30% of Monthly Recurring Charge
<90.00%	50% of Monthly Recurring Charge

The maximum penalty shall be capped at 50 % of the MRC.

6 Preparation of Bids

6.1 Technical and Functional Bid – Organisation and formats.

6.1.1. Technical and Functional Bid is to be prepared in a structured manner with proper organization of documents. Only relevant product literature is to be enclosed with due mapping in appropriate section of the document. There should be a table of contents with numbering covering all documents including product literature. Balmer Lawrie may not evaluate incomplete / unorganized bids. **Refer Annexure 6**

6.2 Documents required as part of bidder's profile:

6.2.1. This section covers mandatory requirements as part of Technical and Functional Bid to be submitted by the Bidder. The Bidder has to understand the entire requirement and offer a comprehensive Technical and Functional Bid. Technical and Functional Bid should contain following documents:

6.2.2. Bidder's covering letter for the proposal

6.2.3. Authorisation for Signatory.

6.2.4. Bidder Profile

6.2.5. Financial Indicators of the bidder in format – supported by three years audited annual financial statements for the years 2016-17, 2017-18 & 2018-19 have to be audited statements.

6.2.6. Statement showing Bidders eligibility criteria.

6.2.7. Credentials – from existing clients

6.2.8. Team Strength

6.2.9. All eligibility related documents or certificates as mentioned in Annexure - 5

Reference BL/T/MUM/011

6.3 Price Bid

6.3.1. The Price Bid should be prepared strictly in sync with the Technical and Functional Bid without contradictions. The items which are included in Technical and Functional Bid and not quoted with appropriate price in Price Bid are deemed as included without additional price impact. Please refer **Annexure 9** for Price Bid.

6.3.2. Price Bid Form in Annexure 9.

6.3.3. The Price Bid with contradictions, conditional offers will be liable for disqualification.

7. Evaluation of Bids

1. Techno-Commercial Bid (Unpriced) of the tenderers will be evaluated based on total marks scored against individual items mentioned in the "Technical Evaluation Matrix Sheet" and meeting the other Qualifying parameters mentioned in the NIT.
2. In case of a Consortium, the evaluation against each parameter shall be based on the best performance of the any of the members of consortium.
3. The tenderers scoring marks less than 85 in the above evaluation of Techno-Commercial Bid shall not be qualified for competing in the Price Bid.
4. Price Bids of the parties who will be qualified in the Techno-Commercial Bid shall only be opened.
5. The tenderer having lowest Effective TCO shall be the lowest tenderer (L1) and selected subject to fulfilment and agreement of the terms and conditions of BL.

8. Bid Submission

8.1 General Terms of Bid Submission

8.1.1. The Performance Bank Guarantee is to be furnished for a sum equivalent to 10% of the Contractual value covering the contractual period of one year. During the time of new PO every year, PBG for the year in similar fashion has to be provided.

8.1.2. The offer should be made strictly as per the formats enclosed.

8.1.3. The Bidder should bear all the costs associated with the preparation and submission of their bid and Balmer Lawrie will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

8.1.4. The bid should be signed by the Bidder or any person duly authorized to bind the bidder to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that the person is empowered to sign the tender documents and bind the bidder. All pages of the tender documents except brochures if any are to be signed by the authorized signatory.

8.1.5. The offers submitted to Balmer Lawrie should preferably not bear any corrections, alterations, over writings and additions. In such cases, the persons signing the bid should initial such corrections.

8.1.6. The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding

Reference BL/T/MUM/011

Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

8.1.7. No columns of the tender should be left blank. Offers with insufficient information and Offers which do not make sense Balmer Lawrie may accept or reject, in full or in part, any or all the offers, without assigning any reason whatsoever.

8.1.8. Balmer Lawrie may at its discretion abandon the process of the selection of vendor for Hosting and Managed Services at any time before notification of award.

8.1.9. The bidder must use the entire information furnished in the RFP including scope, detailed requirements of audit of application and other terms and conditions, while submitting the response.

8.1.10. All responses should be in English language only.

8.1.11. All responses including commercial and Technical and Functional Bids would be deemed to be irrevocable offers / proposals from the Bidders and may, if accepted by Balmer Lawrie, form part of the final contract between Balmer Lawrie and Bidder.

8.1.12. Any technical or Price Bid submitted cannot be withdrawn / modified after the closing date and time for submission of the bid offers unless specifically permitted by Balmer Lawrie. However, the Bidder may modify or withdraw its offer after submission provided that, Balmer Lawrie, prior to the closing date and time receives a written notice of modification or withdrawal.

8.1.13. Balmer Lawrie concludes that everything as mentioned in the RFP documents circulated to the Bidders and responded by the Bidders have been quoted for by the Bidders and there shall be no extra cost associated with the same other than the cost quoted by the Bidder. In the event, Balmer Lawrie has not asked for the quotes for alternative prices and the Bidder furnishes the alternative quotes in the Bidder's financial bids, the higher of the quotes shall be taken for evaluating the bids. However, payment by Balmer Lawrie shall be made for the lowest quote

8.2 Two Stage Bidding Process

8.2.1. For the purpose of selection a two-stage bidding process will be followed.

8.2.2. The response to the present tender is to be submitted in two parts, i.e. the Technical and Functional Bid and the Price Bid. The bidders will have to submit the 'Technical and Functional Bid' separately from the 'Price Bid'.

8.2.3. The bidder has to submit their response in hardcopy and softcopy in Microsoft Office document formats for Technical and Functional Bid.

8.2.4. The 'Price Bid' will contain the pricing information alone and it has to be submitted online only.

8.2.5. The Technical and Functional Bid should NOT contain any pricing or commercial information at all. Any bids violating this will be summarily rejected and the bids shall be disqualified from further evaluation.

Reference BL/T/MUM/011

8.2.6. In the first stage, only the 'Technical and Functional Bids' will be opened and evaluated. Those bidders satisfying the technical requirements of the solution, as determined by Balmer Lawrie and as per the requirements/specifications and the terms and conditions of this document, shall be short-listed.

8.2.7. Under the second stage, the Price Bids of bidders which have been short-listed earlier on the basis of evaluation of their Technical and Functional Bids, will only be opened.

8.2.8. Balmer Lawrie may call for any clarifications/ additional particulars required, if any, on the technical and functional/ Price Bids submitted. The vendor has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer will be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.

8.2.9. Bidders must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at any time.

8.3 Sealing and Marking of Bids over the E-Procurement Portal

8.3.1. The offer should be submitted in two separate places available at e-procurement portal of Balmer Lawrie covers containing Technical and Functional Bid (Technical Functional Bid) and Commercial (Price Bid) Proposals.

8.3.2. The Technical Offer should include only Bidder's Profile (as per enclosed format), Relevant Technical and Functional Bid Forms etc., for the bid.

8.3.3. The Commercial Offer should include only the commercial quote (Price Bid as in Annexure 9) offered (as per the formats enclosed). Please note that no other information other than the price should be furnished along with this offer. This information should be submitted online only. If in tender anywhere Price Bid is requested to be submitted in any other mode then it should be considered as a genuine mistake. Price Bid has to be submitted only through online mode.

8.4 Price Bid

8.4.1. The Price Bid should be enclosed in a separate place provided in e-procurement portal and should be submitted in online mode. Any hard copy of PRICE BID is unacceptable and will lead to rejection of the participant.

8.4.2. The prices and other terms offered by Bidders must be in force for a period of 120 days from the date of opening of the Price Bid.

8.4.3. The prices quoted by the bidder shall be exclusive of all taxes, duties, charges and levies of State or Central Governments. The benefits realized by Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by Bidder to Balmer Lawrie

8.5 Bid Submission

8.5.1. Bidders are not permitted to submit more than one bid.

8.5.2. Bids submission will be online, however all technical and functional documentation is needed in hard copy as well.

Reference BL/T/MUM/011

8.5.3. Receipt of the bids shall be closed as mentioned in bid schedule. Bids received after the scheduled time will not be accepted by the Balmer Lawrie under any circumstances.

8.5.4. The Technical and Functional Bids will be opened as mentioned in bid schedule.

8.5.5. Balmer Lawrie will not be responsible for any delay due to postal service or knowledge issue from Bidder at e-procurement portal or any other means.

8.6 Amendments to Tender Documents

8.6.1. Amendments to the Tender Document may be issued by Balmer Lawrie for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, prior to the deadline for the submission of bids.

8.6.2. The amendments will be uploaded over Balmer Lawrie portal and no other means of communication will be used.

8.6.3. From the date of issue, amendments to Terms and Conditions shall be deemed to form an integral part of the RFP.

8.6.4. Further, in order to provide, prospective Bidders, reasonable time to take the amendment into account in preparing their bid, Balmer Lawrie may, at its discretion extend the deadline for submission of bids.

8.7 Correction of Errors

8.7.1. Arithmetic errors in the Bids submitted shall be treated as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of the Balmer Lawrie, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
- Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Price Bid, the amount obtained on totalling the line items in the Price Bid will govern.
- The amount stated in the tender form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall tender price to rise, in which case the bid price shall govern.

8.8 Confidentiality

8.8.1. Bidder agrees that all information gathered from the Balmer Lawrie including oral enquires, letters, documents, emails, interactions, technical documentation, discussions with Balmer Lawrie's service providers and documents gathered from Balmer Lawrie's service providers etc. related to the Customer name's business and other information identified as confidential by the Balmer Lawrie are confidential information of Balmer Lawrie

8.8.2. Unauthorized disclosure of any such confidential information will amount to breach of contractual terms and in such cases Balmer Lawrie may pre-maturely terminate the contract and initiate any legal action as deemed fit.

Reference BL/T/MUM/011

8.9 Indemnification

8.9.1. The Bidder shall, at their own cost and expenses, defend and indemnify the Balmer Lawrie against third-party claims resulting from infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India.

8.9.2. The Bidder shall expeditiously meet any such claims and shall have full rights to defend itself there from. If the Balmer Lawrie is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible therefore, including all expenses and court and legal fees.

8.9.3. The Bidder shall also be liable to indemnify the Balmer Lawrie, at its own cost and expenses, against all losses/damages, which the Balmer Lawrie may suffer on account of violation by the Bidder of any or all national/international trade laws, norms, standards, procedures etc.

8.9.4. The bidder shall always keep indemnified and hold Balmer Lawrie harmless from and against any and all damages, losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against Balmer Lawrie by a third party as a result of non-compliance with Laws in force default in obtaining consents, permissions, approvals, licenses, etc. as may be necessary or required for this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines.

8.10 Bidders Liability

The bidder's aggregate liability in connection with obligations, undertaken as a part of this project regardless of the form or nature of the action giving rise to such liability, shall be limited to maximum 12 months of Service fees paid or payable by Customer to Contractor. However Balmer Lawrie can terminate the contract giving 3 months' notice in writing. The bidders liability in case of third party claims against the Balmer Lawrie resulting from breach of confidentiality, Wilful Misconduct, breach of confidentiality, breach of third party IPR, Death and Personal Injury or Gross Negligence of the bidder, its employees and subcontractors or from third party claims resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights shall be unlimited.

8.11 Notification of Award

The acceptance of a bid will be communicated in writing at the address supplied by the Bidder in the bid response. Any change of address of the Bidder, should therefore be promptly notified to the concerned Balmer Lawrie officials

8.12 Signing of Contract

The Bidder shall be required to enter into a contract with Balmer Lawrie, within 15 days of the award of the tender or within such extended period, at the discretion of Balmer Lawrie

8.13 Jurisdiction

All disputes and differences of any kind, whatsoever, arising out of the audit propositions shall be referred by either party (Balmer Lawrie or the Bidder), after issuance of 30 days' notice in writing to the other, clearly mentioning the nature of the dispute / differences, to a single arbitrator, acceptable to both the

Reference BL/T/MUM/011

parties, for initiation of arbitration proceedings and settlement of the dispute/s and difference/ strictly under the terms and conditions of this contract, executed between Balmer Lawrie and the Bidder. The arbitration shall be governed by the provisions of the applicable Indian Laws. The award shall be final and binding on both the parties. The venue for arbitration shall be at Kolkata, India.

8.14 Other Terms and Conditions

8.14.1. This RFP document is the property of Balmer Lawrie and this cannot be copied or used in any other manner except for the purpose of responding to this tender notice or without written permission from Balmer Lawrie

8.14.2. All the documents submitted along with bids shall also become the property of Balmer Lawrie and retained by the Balmer Lawrie unless otherwise specifically mentioned.

8.14.3. The bidder should mention whether he is having any contractual obligation presently with Balmer Lawrie its status and any conflict of interest has arisen in such contractual obligation.

8.14.4. The implementation methodology and business processes in the implementation of the Project will form the property of Balmer Lawrie except for those for which Intellectual Property Rights are already established.

8.14.5. Selected bidder has to undertake not to hire, solicit, or accept solicitation for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case by case basis.

8.14.6. Besides penal provisions, Balmer Lawrie reserves the right to terminate the contract, if the work is not progressing according to the agreed project plans and when the delay is attributable to the Bidder either directly or indirectly due to the failure of Proper Project Management.

8.14.7. Penal Provisions and right of termination is, however, subject to Force Majeure situation to be defined in the agreement.

8.14.8. The proposal and all supporting documentation submitted by the vendors shall become the property of Balmer Lawrie – unless the Balmer Lawrie agrees to the vendors' specific request, in writing, that the proposal and documentation be returned or destroyed.

9. General Terms and Conditions:

9.1 Performance Guarantee

9.1.1. Within 21 days after the contract agreement is executed the selected bidder must submit a performance guarantee equivalent to 10 % of the total Contract value for 1 year. The bank guarantee shall be kept valid till completion of contract period. The guarantee shall contain a claim period of three months from the last date of validity. Similar Bank Guarantee needs to be submitted every year at the time of new PO release. Contract can be maximum extended up-to five years.

9.1.2. In case the selected bidder fails to submit performance guarantee within the time stipulated above, the Balmer Lawrie at its discretion may cancel the order placed on the selected Bidder without giving any notice.

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9.1.3. Thereafter the Balmer Lawrie shall be at liberty to proceed with procurement from the other technically qualified Bidders within the purview of the same RFP by calling for fresh commercial quotes from the technically short listed Bidders. In such an event, the initially selected bidder stands disqualified for further participating in the subject Bid.

9.1.4. The selected bidder shall be responsible for extending the validity date and claim period of all the bank guarantees as and when it is due on account of incompleteness of contract.

9.1.5. The Balmer Lawrie shall invoke the guarantee before expiry of validity, if the services rendered by the selected bidders are not satisfactory and not as per the terms of the contract and SLAs. The Balmer Lawrie shall notify the selected bidder in writing before invoking the guarantee.

9.1.6. The performance guarantee will be discharged by Balmer Lawrie and will be returned to the selected bidder thirty days after expiry of contract period.

9.2 Procedure for claiming payments

9.2.1. The Selected Bidder's requests for payment shall be made to the Balmer Lawrie in writing accompanied by Original Invoice detailing the Services offered, date of commencement of the service etc.

9.2.2. The payments shall be made within 30 days of valid claims that are supported by invoice, acceptance and upon fulfilment of other conditions stipulated in the contract. The invoices and other documents are to be duly authenticated by selected bidder. The payment is subject to deduction of TDS and Liquidated Damages wherever applicable.

9.2.3. On receiving each payment, the selected bidder shall submit a stamped receipt for the payment received including TDS. The payment after applicable

9.3 Rights of the Balmer Lawrie & Co. Ltd.

9.3.1. The Balmer Lawrie does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to placing the order without assigning any reasons whatsoever.

9.3.2. The Balmer Lawrie reserves the right to re-tender. The Balmer Lawrie shall not incur any liability to the affected bidder (s) on account of such rejection. Balmer Lawrie shall not be obliged to inform the affected bidder (s) of the grounds for Balmer Lawrie's rejection. Balmer Lawrie reserves the right to modify any technical requirements specifications within the overall scope of the RFP.

9.3.3. Balmer Lawrie reserves the right to obtain revised commercials from the bidders with regard to changes in RFP clauses or if the Balmer Lawrie is not satisfied with the prices offered.

9.3.4 Balmer Lawrie reserves the right to release order, part order or more than one order within the overall contract.

9.3.5. Balmer Lawrie reserves the right to modify the bill of material at any point of time before opening of the Price Bid. Balmer Lawrie reserves the right to alter the number of items specified in the tender, and to delete/substitute items from the ones specified in tender. Balmer Lawrie also reserves the right to spread the total order over different phases. Balmer Lawrie may also place order for various services in addition to the quantities mentioned in this tender at the same terms and conditions including the cost agreed upon.

Reference BL/T/MUM/011

9.3.6. This RFP for all intents and purposes is final. However, Balmer Lawrie reserves the right to bring about any changes in requirements within the overall scope and the same will be communicated to the Bidder(s) well before time so as to allow the Bidder(s) to prepare and submit their response.

9.3.7. Balmer Lawrie reserves the right to call for presentation/demonstration for any or all bids.

9.4 Instructions to the Bidder

9.4.1. The Bidder shall be fully responsible for providing and maintenance of services as per the Terms of this RFP.

9.4.2. The Bidder shall specify in the bid, the responsibilities of Balmer Lawrie during the execution of contract.

9.5 Demonstration/Presentation

9.5.1. The selected bidder shall own the responsibility to present that the services offered are as per the specification/performance stipulated in this RFP and as committed by the selected bidder without any extra cost to Balmer Lawrie

9.5.2. Intent of RFP: The selected bidder shall provide all required services as per the intent to this RFP, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, interoperability, maintainability and upgradability of the services.

9.6 Project documentation

Wherever applicable the selected bidder shall submit the relevant test certificate/guarantee Certificate/licenses/declarations.

9.7 Defect liability

In case the service offered is not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein the selected bidder shall forthwith replace/provide such service at no extra cost to the Balmer Lawrie without prejudice to the other remedies as may be available to the Balmer Lawrie under the contract.

9.8 Notices

Notice or other communications given or required to be given under the Contract shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by registered post, or by facsimile, provided that where such notice is sent by facsimile, a confirmation copy shall be sent by registered post within ten days of the transmission by fax, to the address of the receiving party by the other in writing, provided such change of address has been notified at least fifteen days prior to the date on which such notice has been given under the terms of the contract.

Any notice or other communications shall be deemed to have validly given on date of delivery if hand-delivered; if sent by registered post, then on the expiration of seven days from the date of posting; and if transmitted by facsimile, then on the next business date after the date of transmission.

9.9 Access for audit

Balmer Lawrie may periodically conduct Audit either by internal auditors or by external auditors or by RBI in respect of security, controls and procedures for the services provided to Balmer Lawrie by the selected bidder. In order to conduct the audit it may be necessary for the auditors to access the selected bidder's facilities/installations/technical resources or any other installation and also to interact with their personnel.

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The selected bidder, as the request of Balmer Lawrie , shall provide access to Balmer Lawrie 's/RBI auditors in this regard whenever and wherever required.

9.10 Exit option and contract re-negotiation

9.10.1. Balmer Lawrie reserves the right to cancel the purchase order and terminate the contract in the event of happening of one or more of the following conditions:

- Failure of the selected bidder to accept the order within the time stipulated
- Delay/failure in executing the contract Agreement
- Failure to furnish the performance guarantee within 21 days after signing the contract agreement
- Failure to provide services as per the SLA terms.
- Breach of terms and conditions of the contract

9.10.2 The cancellation of the purchase order or termination of the contract will be, besides the Balmer Lawrie 's right to invoke performance guarantee or without prejudice to its rights to initiate any other action as Balmer Lawrie may deem fit.

9.10.3 Balmer Lawrie shall be the sole judge to decide about the happening of one or more of the conditions mentioned above.

9.10.4 However, Balmer Lawrie shall pay to the bidder amount due to him towards the product and services already provided/rendered as per the contract. Such payment shall be subject to other terms and conditions of RFP like LD etc.

9.10.5 However, during all such times of disagreement when order is cancelled, Balmer Lawrie shall make alternative arrangement for the facilities management within a period of 3 months from the date of cancellation of order and the selected bidder shall render all the services and support as originally agreed till alternative arrangement is established.

9.11 Sensitive information

Any confidential business related or sensitive information which the selected bidder comes across during the implementation of the project shall not be divulged/disclosed to anyone without the prior consent of the Balmer Lawrie . If the information is so divulged, that may cause loss to the Balmer Lawrie . Balmer Lawrie will have the right to invoke the performance guarantee with or without any notice to the Bidder.

9.12 Security

The proposed services to be provided by the selected bidder must comply with the various guidelines issued by Balmer Lawrie and RBI from time to time.

9.13 Termination of the Contract & Compensation

9.13.1 Balmer Lawrie shall enter into contract for an initial period of one year and then contract can be extended up-to three years on same terms and conditions. The Balmer Lawrie shall have the option to terminate the contract anytime during the contract/lease period by giving three month's advance notice.

9.13.2 Balmer Lawrie reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by Balmer Lawrie in the following circumstances:

Reference BL/T/MUM/011

- The selected bidder commits a breach of any of the terms and conditions of the bid.
- The selected bidder goes in to liquidation/insolvency voluntarily or otherwise.

9.14 Taxes and Duties

The price quoted shall be exclusive of all taxes and duties. All taxes and duties as applicable shall be paid at actuals on the submission of the relevant proofs.

9.15 Confidentiality of the Document

This document is meant for the exclusive purpose of bidding as per the specifications, terms and conditions and scope indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

Reference BL/T/MUM/011

Annexure - 1 Compliance Certificate (Part of Technical and Functional Bid)

To,

Balmer Lawrie & Co. Ltd.
21 N.S Road, Kolkata : 700001.

Reference BL/T/MUM/011

Subject: Declaration and Acceptance of Terms and Conditions and Confirmation of offer

The details submitted in the this document are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, Balmer Lawrie has the right to summarily reject the proposal and disqualify us form the process.

We confirm having understood the entire bid process, contents of RFP with all its terms and conditions and undertake to abide by the terms and conditions. We have also understood that the Balmer Lawrie may add, alter, modify the terms and conditions and post the required information in its web-site under Tenders column and all such additions, modifications, alterations will form part of the RFP.

We hereby acknowledge and confirm having accepted that the Balmer Lawrie can at its absolute discretion apply whatever criteria it deems appropriate and fit, not just limiting to those criteria set out in the RFP, in short listing of bidders for providing services and infrastructure to Balmer Lawrie

We confirm having met all the criteria set out for Bidder's eligibility including financial soundness. There is no legal action against our organization for any cause in any legal jurisdiction which will impose restrictions to the ability of the Bidder in carrying out its obligations under this RFP.

We confirm and warrant that key project personnel to be deployed in this project have been sufficiently involved in similar projects in the past.

Authorized Signatory with Seal

Date:

Place:

Reference BL/T/MUM/011

Annexure - 2 Bidder Constitution and Contact Profile (Part of Technical and Functional Bid)

Description	Details
The registered name of the Bidder	
Bidder's registered address	
Bidder Address for Correspondence	
Contact name of the official who can commit on the contractual terms and the name of an alternate official who may be contacted in the absence of the former	
Constitution (Ltd/ Pvt. Ltd / Partnership / Proprietor Co.)	
Core Business of Bidder	
Bidder's Organization has been in existence since (date	
Bidder is engaged in providing Anti Phishing and Antimalware services since (month & year)	
Total No. of employees	
PAN card certificate to be enclosed	
GST No:	
Registration Certificate	
Website Address	

Authorized Signatory with Seal

Reference BL/T/MUM/011

Annexure - 3 Financial Details of the Company (Part of Technical and Functional Bid)

(In Rs in Crores)

	2016-17	2017-18	2018-19
Audited (A) / Provisional (P)	(A)	(A)	(A/P)
Paid up Capital			
Tangible Net Worth			
Total Assets			
Total Sales (net of excise)			
PBDIT			

Reference BL/T/MUM/011

Annexure - 4 Credentials – DC and DR Projects handled by bidder (Part of Technical and Functional Bid)

(Multiple sheets to be used to provide reference site details)

REFERENCE SITE DETAILS		
Organization details		
Contact person details with address, phone numbers (Land / Hand), and email id.		
Details of services provided		

Reference BL/T/MUM/011

Annexure - 5 Bidder eligibility criteria (Part of Technical and Functional Bid)

S. No	Pre-qualification Criteria	Compliance (Yes/No)
1	The bidder should be a government organization/ Public sector unit/ Partnership firm / Limited Company/ Private Limited Company having its Registered Office in India since last Three years as on 31/03/2019. Relevant documents of registration should be submitted as part of the proposal.	
2	The bidder should be providing Data Centre services for customers for a minimum period of 3 years. (Provide Certificate or a declaration on Company Letter Head with authorized signatory)	
3	Payment Card Industry Data Security Standard (PCI DSS) as per PCI Security Standards Council. (Provide valid Certificate or a declaration mentioning the process as per standard guided by PCI Security Standards Council).	
4	The bidder should have a minimum turnover of Rs. 20 Crores with positive Net worth per year in the last three years (operations in India). The bidder must warrant financial solvency, i.e. able to meet all the debts as and when they fall due. The last three financial years' audited Balance Sheets should submitted. (Provide figures in Crores) 2016-17 2017-18 2018-19 (Provide Chartered Accountant Certificate) or a declaration on Company Letter Head with authorized signatory)	
5	The bidder should have made operating profits in the last three financial years. (Provide CA Certificate or a declaration on Company Letter Head with a Company Secretary Declaration)	
6	The bidder must not have been black listed by any Government organization or Govt. agency or Banks in India. (A self-declaration signed by the authorized Signatory to be enclosed).	
7	The bidder should propose the Datacenter in metro city. The facility should be in an independent standalone building either owned by the Datacenter Service Provider or on lease with unexpired lease duration of at least 3 yrs. (Provide Documentation or a declaration on Company Letter Head with authorized signatory) (By major Metro cities BL intends to say Bangalore/Delhi (NCR)/Mumbai/Chennai/Hyderabad/Kolkata)	
8	The Bidder proposed DC and DR should be Tier 3 or more (Provide copy of valid Certificate from UPTIME Institute, Global Datacenter Certification Authority)	
9	The Bidder should be ISO 27001, ISO 9001 and ISO 22301 for DR Service (Provide copy of valid Certificate from authority)	
10	MeitY empanelled and STQC audited CSPs (Provide copy of valid certificate from issuing authority)	

**** All Certificates or Documents should be submitted along with bid otherwise bid will be considered invalid at discretion of BL.**

Date: Signature of Authorized Official with Seal

Place:

Reference BL/T/MUM/011

Annexure - 6 Technical Scoring Matrix (Part of Technical and Functional Bid)

The Consolidated Technical and Functional Bid Evaluation Score (T) would be a composite of the following scores:

S No.	Scoring Parameter	Maximum Score	Minimum Percentage for Technical Qualification
1	Technical Evaluation Matrix	100	85 %

- 1 The bidder with the highest technical score shall be declared as High
- 2 The technical scores of the qualifying bidders shall be disclosed to all the bidders.

The bidders have to score at least 85 in order to qualify for Price Bid Opening. This entire information has to be filled online and has to be sent in hard copy as well.

a) Technical Evaluation Matrix

S. N.	Required Minimum Specifications	Compliance (Yes/No)	Marks
General			
1.	The bidder should be a government organization/ Public sector unit/ Partnership firm / Limited Company/ Private Limited Company having its Registered Office in India since last 3 years as on 31/03/2019		2
2.	Bidder must have been owning and managing at least Four Datacenters in India from the last three years		2
3.	The bidder should have a minimum turnover of Rs. 20 Crores with positive Net worth per year in the last three years (operations in India 2016-17 2017-18 2018-19		2
4.	The bidder should have made operating profits in the last three financial years. The last three financial years' (2016-17, 2017-18 and 2018-19		2

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5.	The proposed Datacenter infrastructure should comply with TIA 942 Tier III standards. <u>Certificate required from Global Datacenter Authority UPTIME Institute should be enclosed.</u>		2
6.	The Proposed Datacenters should be in a metro (By Metro cities BL intends to say Bangalore/Delhi(NCR)/Mumbai/Chennai/Hyderabad/Kolkata) DR Site should be different seismic zone from Primary Datacenter.		2
7.	The proposed Datacenters should be Payment Card Industry Data Security Standard (PCI DSS) certified Datacenters, <u>valid certificate from PCI Security Standard Council to be submitted.</u>		2
8.	The bidder should be empanelled with CERT In.		2
9.	The proposed Datacenters should be on owned premises or should be on long lease with at least 3 years of unexpired lease period as on submission date of the RFP. <u>Legal document e.g. Lease or Purchase deed should be submitted.</u>		2
10.	The Datacenters should have a load bearing capacity of minimum 750Kg/Sq. m.		1
11.	Freight Lift- The data centre should have a high capacity freight lift for ease of movement of servers and high density H/W devices		1
12.	The design for cooling infrastructure at the data centre should be in line with standard guidelines to support high density cooling needs.		1
13.	The bidder shall have one of the following documentary evidences from Certifying authority or the Facility Implementer : a. NFPA b. IS 1893:1984 Seismic Compliance c. ISO 27001 , ISO 9001 and ISO 22301		1
14.	The proposed DC and DR area (viz. the server room, telecommunication room, staging room, IT equipment storage facility) should not have been flooded due to any reason in the past.		1
Server Room Area			
15.	The server room area should have a raised floor height of 750 mm.		2
16.	The server hall height from raised floor to false ceiling should be at least 8ft.		2
17.	Frequency - 50 Hz +/- 1Hz		2
18.	Dust level less than 5 micron		2
19.	Biometric (Thumb) Access entry for the caged area		2

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20.	The temperature in the server room should be maintained at 22 +/- 2 degree C		2
21.	The humidity at the data centre should be maintained at 50% +/- 5% RH.		2
22.	The server hall should have advanced fire detection & suppression systems through systems like VESDA & NOVEC , FM 200/FE 227 respectively		2
23.	99.99 % uptime is required for the DC and DR environmental infrastructure. Bidders to provide a Self-Declaration certifying the Uptime maintained during the last 3 years. In case the facility proposed is operational for less than a year, Vendor should provide Cumulative Uptime Details of all its other facilities within 50 KM radius.		2
24.	Audit reports of people accessing the server room should be available as and when required by Balmer Lawrie		2
25.	The bidder shall provide the electrical cabling of the racks to be hosted in the proposed server room.		2
26.	Power should be available from two different power sources (PDUs)		2
27.	Two separate power paths from the two separate UPS to be provided to the server/network communication room		1
28.	UPS should be configured in redundant mode		2
29.	Power sockets will be made available by Bidder		2
30.	The entire solution have power supply from the transformer as the primary source and switch over to DG set as a secondary source		2
31.	Availability of single and three phase, 4 wire power system.		2
32.	The proposed server room caged area should be well covered in fire detection and suppression system		2
Building Management System			
33.	Entry and exit should be restricted and monitored and should also be in CCTV surveillance coverage		2
34.	Security for the building should be available 24*7 at the entry and exit levels		2
35.	Biometric access to the common entry to the server room/hall area should be available		2
36.	The building and server room area should be provided with water leak detection system and fire alarm system		2

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37.	There should be CCTV monitoring for surveillance of the server hall area. The CCTV surveillance should cover Balmer Lawrie 's server area and other critical areas where Balmer Lawrie 's components are placed. Activities should be recorded and the archival should be kept by the bidder for minimum duration of 30 Days.		2
38.	Smoke detection and fire suppression for the building to be available		2
39.	All the building management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should manage the BMS activities on a 24*7 basis		2
40.	The doors for the server room, communication room, and other critical areas should be fire rated for at least 2 hrs.		2
41.	The server room/hall area should have precision air conditioning with redundancy		2
42.	Redundant CRAC units to facilitate high density cooling needs		2
43.	The data centre should have electronic rodent detect systems with operation ability on varied frequency range		2
44.	The bidder should share the video monitoring data in case required by Balmer Lawrie within a period of 3 days post official request raised by Balmer Lawrie at no additional cost		2
45.	Diesel tanks (for generators)-the Data Centre should have high density diesel tanks for ensuring 48 hr power backup with contracts for fuel supply on demand		2
Communication Area			
46.	Telecom junction box, multiplexers of various service providers to be available in and around the building		2
47.	The co-hosting facility service provider should extend the link terminated by the link service provider on the junction box till the server room where the Balmer Lawrie 's equipment will be located		2
48.	Bidder should have at least two fibre routes to the Datacenter		2
Technical Solution Compliance			
49.	The bidder should procure latest version of hardware and software as required.		1
50.	The bidder should meet RPO and RTO as mentioned in scope of RFP		1

Reference BL/T/MUM/011

51.	As per the proposed solution bidder is required to identify the number of static IP address requirement and make provision for it.		1
52.	The proposed infrastructure should support scalable architecture environment		1
53.	The bidder should provide help for Balmer Lawrie on 24*7 basis through phone, email, web based helpdesk etc.		1
54.	The proposed solution should be implemented in IP Version 4 (IPv4) with forward compatibility with IP Version 6 (IPv6).		1
55.	Bidder should have capability to perform all the activities related to Database like installation, configuration, monitoring, database administration, database performance tuning, database backup and restoration, database up-gradation, database patch updating or any other.		1
56.	Bidder should participate and provide all required help & support to conduct DR Drill (Once in 6 months or as required).		1
57.	The services also includes but not limited to the managing and maintaining Operating System, Servers, Network, Firewalls, Patch Management, Change Management, and Disaster Recovery		1
58.	Bidder has to provide 24*7 nonstop support service. Bidder has to provide detailed escalation matrix.		1

Reference BL/T/MUM/011

Annexure - 7 Query Format

S No.	Clause	Page No.	Query

Reference BL/T/MUM/011

Annexure – 8 undertaking for not being blacklisted (To be submitted by all Bidder's on their letter head, part of Technical and Functional Bid)

To,

Balmer Lawrie & Co. Ltd.
21 N.S Road, Kolkata : 700001.

Reference BL/T/MUM/011

We _____ (bidder name), hereby undertake that

- We have not been blacklisted at any time by the Central/ any of the State Governments in India or any Financial Institution in India.
- We also undertake that, we were never involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to Balmer Lawrie & Co. Ltd.

Yours faithfully,
Authorized Signatories
(Name, Designation and Seal of the Company)

Reference BL/T/MUM/011

Annexure 9

Price Bid

Ensure that Price Bid is filled online and it should not be a part of any other documentation. Bid will be rejected if Prices are mentioned elsewhere other than the online form. Order will be placed for a year and extendable up-to three years. L1 vendor will be evaluated based on Total Cost of Ownership (TCO) considering period of three years. **Therefore price quoted should be valid for three years.**

Item Heading	Description	Qty.	UOM	One Time Basic Setup & Testing Charges Per Unit in Rs. (Excl. Taxes)	Annual recurring charges Per Annum (Basic Price/Unit in Rs.) (Excl. Taxes)	Tax % Per Unit (in Rs.)	Any Other Charges Per Unit (in Rs.)		Remarks (if any)
							Basic Price/Unit in Rs.)	Tax % Per Unit (in Rs.)	
Bandwidth, Connectivity and Firewall									
Internet Bandwidth	Internet Bandwidth capped per Mbps (Fixed predictable bandwidth usage considered)	20	Mbps						
Internet Connectivity	Active redundant path (Redundant connectivity to Internet)	1	Unit						
Firewall	Dedicated Managed & Hosted UTM Firewall (•Firewalls in High Availability •Connections - Mill 2 •Firewall Throughput - 7.4 Gbps without UTM)	2	Units						
Server Workloads Cloud									
Cloud Service	Fixed Plan Ubuntu 18.04 LTS (64 Bit) - Virtual Machine with 8 or 12 core Virtual CPU, 16 GB Virtual RAM, 80 GB Virtual HDD on 15K SAS/SSD disks VM, Cloud OS - Ubuntu 18.04 LTS (64 Bit). SSH server access, 1 Nos. IPv6 IP Address, (Application Server)	1	Unit						

Reference BL/T/MUM/011

Item Heading	Description	Qty.	UOM	One Time Basic Setup & Testing Charges Per Unit in Rs. (Excl. Taxes)	Annual recurring charges Per Annum (Basic Price/Unit in Rs.) (Excl. Taxes)	Tax % Per Unit (in Rs.)	Any Other Charges Per Unit (in Rs.)		Remarks (if any)
							Basic Price/Unit in Rs.)	Tax % Per Unit (in Rs.)	
Cloud Service	Fixed Plan Ubuntu 18.04 LTS (64 Bit)- Virtual Machine with 8 or 12 core Virtual CPU, 32 GB Virtual RAM, 100 GB Virtual HDD (in RAID 5 or 6) on SAS/SSH disks VM, Cloud OS –Ubuntu 18.04 LTS (64 Bit), SSH server access,1 nos IPv6 IP Address, (DB Server)	1	Unit						
Cloud Service	Fixed Plan Ubuntu 18.04 LTS (64 Bit) - Virtual Machine with 8 or 12 core Virtual CPU, 8 GB Virtual RAM, 40 GB Virtual HDD on 15K SAS/SSD disks, Cloud OS - Ubuntu 18.04 LTS (64 Bit), SSH server access, 1 nos. IPv6 IP Address. (Reporting server)	1	Unit						
Managed Services									
Managed Services	Infra manage Cloud OS – Ubuntu (Management for application database and reporting server and OS)	3	Units						
Backup as a Service									
Cloud Service	Virtual Firewall Cloud_VFA - Small Firewall (Backup Appliance) (Connections - 64,000 • Firewall Throughput - 30 Mbps)	1	Unit						

Reference BL/T/MUM/011

Item Heading	Description	Qty.	UOM	One Time Basic Setup & Testing Charges Per Unit in Rs. (Excl. Taxes)	Annual recurring charges Per Annum (Basic Price/Unit in Rs.) (Excl. Taxes)	Tax % Per Unit (in Rs.)	Any Other Charges Per Unit (in Rs.)		Remarks (if any)
							Basic Price/Unit in Rs.)	Tax % Per Unit (in Rs.)	
Backup Service	One time setup and Installation per agent / instance (One time installation of backup agents on VPC virtual instances)	3	Unit						
Data backup Service	Data protection plan - All Protection Front End per GB (Premium level of protection that caters for Business Critical workloads. A Daily backup operation is executed every 24hours with 14 day retention there by maintaining 14 copies at any given point of time as a default backup policy)	500	GB						
Data backup Service	Excess Utilization - All Protection Front End Per GB (Excess Utilization of backup over the above contracted value)	0	GB						
Target Media	(Infra + Storage) - Data Protection on Storage Disk per Backend GB (Via Local LAN) (Backup data are stored on shared backend storage infrastructure.)	1000	GB						
Target Media	Excess Utilization - (Infra + Storage) - Data Protection on Storage Disk per Backend GB (Via Local LAN) (Excess Utilization of backup datastore over the above contracted value)	0	GB						

Reference BL/T/MUM/011

Item Heading	Description	Qty.	UOM	One Time Basic Setup & Testing Charges Per Unit in Rs. (Excl. Taxes)	Annual recurring charges Per Annum (Basic Price/Unit in Rs.) (Excl. Taxes)	Tax % Per Unit (in Rs.)	Any Other Charges Per Unit (in Rs.)		Remarks (if any)
							Basic Price/Unit in Rs.)	Tax % Per Unit (in Rs.)	
SSL Certificate	128 Bit SSL Certificate 3 Years Validity	1	No.		N.A.		N.A.		
ASSUMPTIONS : SQL server of any flavour is not factored here, if needed same be checked with application provider and requisite version & licenses has to be provided by the application provider									

- Balmer Lawrie will only be responsible for managing the application remaining part like OS, DB, Network, Firewall, 24x7 support etc. will be managed by Vendor.
- All the Servers offered to Balmer Lawrie should be dedicated to Balmer Lawrie only and could not be shared with other customers.
- Balmer Lawrie and Security Consultants will audit physical infrastructure periodically.