



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

---

NOTICE INVITING TENDER FOR SELECTION OF SERVICE PROVIDER FOR ANNUAL SUPPORT SERVICES OF MS EXCHANGE, ACTIVE DIRECTORY AND MS WINDOWS

---

**Tender Ref No. BL/IT/HO/MSEXCH/LT/202021/0002**

**Dated: 27.11.2020**

<b>Contact Person</b>	Sanjeev Kumar Padhee
<b>Designation</b>	Chief Manager (IT)
<b>Address</b>	4th Floor 21, Netaji Subhash Road, Balmer Lawrie & Co. Ltd Kolkata - 700001
<b>Email ID</b>	padhee.sk@balmerlawrie.com
<b>Website</b>	<a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a> <a href="http://www.balmerlawrie.com">www.balmerlawrie.com</a>
<b>Last date and time for submission of Bid &amp; Tender Document</b>	08.12.2020 at 14:00 HRS

Copyright Notice  
Copyright© 2020 by Balmer Lawrie & Co. Ltd. All rights reserved.

**Disclaimer**

The information contained in the Tender document or information provided subsequently to applicants, whether verbally or 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.

<b>Contents:</b>		
		<b>Page No.</b>
<b>Section 1:</b>	<b>NIT (Notice Inviting Tender)</b>	<b>3</b>
<b>Section 2:</b>	<b>Tender Schedule</b>	<b>6</b>
<b>Section 3:</b>	<b>Interpretation of General Conditions of Contract</b>	<b>7</b>
<b>Section 4:</b>	<b>General Instructions to Bidders</b>	<b>8</b>
<b>Section 5:</b>	<b>General Terms and Conditions</b>	<b>13</b>
<b>Section 6:</b>	<b>Mandatory Qualifications for bidders</b>	<b>17</b>
<b>Section 7:</b>	<b>Technical Requirement</b>	<b>18</b>

<b>Annexures:</b>		
		<b>Page No.</b>
<b>Annexure 1:</b>	<b>Bid form Techno-Commercial Bid Submission</b>	<b>22</b>
<b>Annexure 2:</b>	<b>Price Bid Format (Please Quote for Price Bid in E-Procurement Site only)</b>	<b>23</b>
<b>Annexure 3:</b>	<b>Bid Compliance Statement</b>	<b>25</b>
<b>Annexure 4:</b>	<b>Financial Details</b>	<b>26</b>
<b>Annexure 5:</b>	<b>Acceptance for Electronic Fund Transfer / RTGS Transfer</b>	<b>27</b>
<b>Annexure 6:</b>	<b>Bidder's Profile</b>	<b>28</b>

**Section 1: NIT (Notice Inviting Tender)**

**Notice Inviting Tender (NIT)**

To,

M/s \_\_\_\_\_

\_\_\_\_\_

Dear Sir/Madam,

Balmer Lawrie wishes to hire an Annual Support Service Provider for MS Exchange, Active Directory & MS Windows. Details of the applications will be provided to the successful bidder.

Tender document can be downloaded from our corporate web site [www.balmerlawrie.com](http://www.balmerlawrie.com) and our eProcurement Platform <https://balmerlawrie.eproc.in>

Request bidders to put their most competitive bid online as per the terms and conditions stated in the Tender Document. The contents of this tender document are as follows:

1. Interpretation of General conditions of Contract – Section 3
2. General Instruction to bidders – Section 4
3. General Terms and Conditions-Section 5
4. Mandatory Qualifications for bidders – Section 6
5. Technical Requirement (Back ground, Scope, Functional Requirement, Deliverables & Evaluation Methodology) – Section 7
6. All Annexures & Price Bid Format – Annexure 1-6

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

**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 of Price Bid.**

**Technical Bid shall comprise of (Scan Photo Copy/ Supporting duly stamped uploaded for Technical 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.



## **Balmer Lawrie & Co. Ltd.**

- 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. 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.
- v. Any other documents required in terms of this tender.

### **Price Bid Submission**

**Price Bid to be submitted online only in price bid section of e procurement website. Price bid submitted in technical bid envelope or in hard copy will lead to rejection of Tender.**

### **Tender Submission**

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

For registration and online bid submission Tenderer may contact the following officials at the HELP DESK of M/s C1 India on browsing to the website <https://balmerlawrie.eproc.in> during business hours:

<b>Contact Person</b>	<b>Email</b>	<b>Contact Number</b>	<b>Days</b>
Tirtha Das (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290	Monday - Friday
Tuhin Ghosh (Kolkata)	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071	Monday - Friday
Ritu Patil (Mumbai)	<a href="mailto:ritu.patil@c1india.com">ritu.patil@c1india.com</a>	+91-124-4302000 (Ex-236)	Monday - Friday
CH.Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-6374241783	Monday - Saturday
Helpdesk Support (Kolkata)	<a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a>	+91-8017272644	Saturday

The Tenderer 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 Tenderer will not be accepted on the e-procurement platform.

All the Tenderers 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.

If any of the documents furnished by the Tenderer is found to be false/fabricated/bogus, the Tenderer is liable for black listing, cancellation of work and criminal prosecution.

**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**



## **Balmer Lawrie & Co. Ltd.**

### **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 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.

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.

This is merely a request for quotation and carries no commitment / obligation to award the contract. RFQ does not obligate BL to pay any costs incurred by respondents in the preparation and submission of the proposal. Furthermore, the RFQ does not obligate BL to accept or contract for any expressed or implied services.

Please acknowledge receipt and confirm your participation in this tender.

Thanking you,  
Balmer Lawrie & Co. Ltd

**Balmer Lawrie & Co. Ltd.**  
**Section 2: Tender Schedule**



**Tender Schedule:**

S. No.	Particulars	Description
1.	Tender reference number	BL/IT/HO/MSEXCH/LT/202021/0002 dated 27.11.2020
2.	Earnest Money Deposit	₹ 3,500/- (EMD to be submitted Online) <b>Note:</b> (Registered micro and small enterprises shall be exempted from need to furnish EMD, subject to their submission of their registration details in the subject category)
3.	Date of Publishing of Tender document on the website	27.11.2020 at 14:00 HRS
4.	Last date and time of receiving applicant's clarifications in writing	<b>02.12.2020 at 11:00 HRS (Any technical query or clarification contact to Anurag Arora (Deputy Manager-IT) contact no. 033-22225294 / S K Padhee, 033-22225228</b> <b>Email id: arora.a@balmerlawrie.com / padhee.sk@balmerlawrie.com</b>
5.	Last date and time for submission of Tender/Bid	08.12.2020 at 14:00 HRS
6.	Date and time of Technical Bid Opening	08.12.2020 at 16:00 HRS
7.	Validity of Price / Quoted Commercials	2 years from date of contract with bidder
8.	Place of Submission of Bid	Mr. Sanjeev Kumar Padhee Chief Manager [IT], 4th Floor, 21, Netaji Subhash Road, Balmer Lawrie & Co. Ltd Phone No: 033-22225228 Email: padhee.sk@balmerlawrie.com  <b>Technical &amp; Price Bid:</b> <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a>



**Balmer Lawrie & Co. Ltd.**

**Section 3: Interpretation of General Conditions of Contract**

**1. General**

The following general conditions shall be read in conjunction with the other conditions of contract, special conditions of contract, Technical Specifications etc. and shall be considered as an extension and not in limitation of the obligations of the Contractor. In case of discrepancy, if any, between these conditions the precedence shall be as stated elsewhere in the special conditions of contract.

**2. Discrepancy in Tender Document**

Should there be any discrepancy, inconsistency, error or omission in the Tender Documents, the Tenderer shall bring it to the notice of the BL Officer for necessary clarification / action. In the event such matters are referred to later the decision of the BL Officer directing the manner in which the work is to be carried out shall be final & conclusive and the tenderer shall carry out work in accordance with this decision.

**3. Singular and Plural**

Unless otherwise stated or repugnant to the context the singular shall include plural and vice-versa.

## **Section 4: General Instructions to Bidders**

### **1. 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:

- (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.
- B. Bidder should not be blacklisted by any CPSE/ Central Government Organization. A declaration in this respect must be submitted by the bidder on their letter head duly signed by the Authorised Signatory of the bidder.

### **2. Clarifications of bidding documents**

Bidder can seek any clarification on RFQ document through written mail to [singh.n@balmerlawrie.com](mailto:singh.n@balmerlawrie.com) as per the Pre Bid Clarification Dates mentioned in this tender, clearly mentioning the bidder name, tender 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.

### **3. Conditions for bid submission**

The bidders shall upload their e-bids in the Scan Photo Copies 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 published in the site were the tender has been published.



#### **4. Bid Price**

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

- a. The price bid should be completed as per the price bid format only in **ONLINE MODE**.
- b. The Total 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 3<sup>rd</sup> party for requested integration etc. imposed on the bidder in India or any other country. There should be no other hidden costs for items quoted & no additional expense would be borne by Balmer Lawrie except quoted price. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any.
- c. Quoted commercial / Rates should be valid for 2 years from date of contract with bidder. Price bid should be quoted only in e-procurement site as per format mentioned in Annexures

#### **5. 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.

#### **6. Bid opening**

Opening of Bids by BL

- a. The tender will be opened on the same day or the day appointed for the same by BL. Offers received without Bid Security shall be rejected.
- b. “Price Bid” shall not be opened by BL on the same day and same shall remain unopened in the e-procurement site until such time that technical evaluation is completed.

#### **7. Preliminary examination of bids**

- a. 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. 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. BL will also carry out a preliminary examination of any alternative bids submitted by Bidders.
- b. Prior to the detailed evaluation, BL will determine whether each bid is complete, and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents.

#### **8. 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 specified time failing which BL may at its discretion reject the bid.

**9. Award of Contract/ Purchase Order**

- a. 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.
- b. BL may at its own discretion cancel the tender without assigning any reason to the bidder.
- c. Contract will be awarded to the vendor who quotes the lowest price

**10. Commencement of Work (BL Intends to issue PO the successful bidder)**

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

**11. Bid Evaluation Criteria**

- a. BL will examine the bids to determine whether the bids are complete as per checklist and / or as per requirements of Bidding Document.
- b. BL will examine the bids to determine whether they are complete, whether the original bidding document and Addendum / Corrigendum if any, have been returned with signed all the pages and the bids are generally in order.
- c. BL will examine the bidder's qualification and bids of only those bidders who meet the qualifying requirements shall be taken for detailed evaluation.
- d. The bids are required on ZERO DEVIATION. Techno-commercially acceptable Bids shall be considered for Price Bid opening and evaluation

**12. Expenses to be borne by Bidder**

All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process

**13. Termination of the Contract**

BL reserves the right to terminate the Contract, without giving any reason whatsoever, at any stage during the currency of the Contract based on the contractor's performance or for any other reason, by giving 30 days' notice in writing.

BL shall have the right to terminate this CONTRACT if:

- The Service Provider fails to provide services or contractual obligations in accordance with the provisions of this contract.
- If the bidder is found to be currently Blacklisted by any Govt, bank or any other institute

anywhere in India or abroad.

- The Service Provider suspends the performance of all or part of the services, or
- The Service Provider abandons to the services, or
- The Service Provider becomes bankrupt or goes into receivership or liquidation or makes an assignment for the benefit of his creditors.

In the event of termination of contract, the amount due to the Contractor as per contractual provisions after recovery of dues (from Contractor's pending invoices etc.), shall be released to them.

#### **14. Language of Bid**

The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language only.

#### **15. Transfer of bid document**

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

#### **16. Invoices and Payments**

- a. The Contractor's request for payment shall be made to Balmer Lawrie in writing, accompanied by an invoice for the services rendered describing, as appropriate, the milestone completed. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract. The Contract Price shall be paid in Indian Rupees in accordance with the Payment Schedule.
- b. The tax element applicable from time to time to be shown separately in the invoice.
- c. 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.
- d. Payment will be done by NEFT mechanism only.
- e. Payments, if any, shall be made subject to deductions of TDS and such other taxes as may be applicable from time to time.
- f. BL, may, at any time, by a written order given to a developer, make changes within the general scope of the contract related to terms & references, enlarging or reducing the scope or specifications. If any such change causes an increase or decrease in the cost of, or time required for the execution of the work, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the work order shall be amended accordingly.

#### **17. Earnest Money Deposit [EMD]**

The Bidder shall furnish as part of its bid, a bid security (EMD) for an amount as mentioned in "Tender schedule" which shall be interest free and to be submitted online along with the technical bid.

For successful bidders, EMD will be returned/refunded after the Bidder has signed the Contract Agreement/ Purchase Order and fulfilled all the contractual obligations with respect to the scope of this tender and also furnished the required Performance Bank Guarantee (if applicable). EMD will carry no



## **Balmer Lawrie & Co. Ltd.**

interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

17.1 Any bid not accompanied with the prescribed bid security/EMD, shall be rejected by BL as non-responsive.

17.2 Please note, EMD will be exempted for vendors, who furnish a valid National Small Industries Corporation (NSIC) & Micro, Small & Medium Enterprises (MSME) registration certificate covering goods /services that are proposed to be procured. Following exemptions till such time it is valid/in force as per notification/circular issued by Govt. of India, may be considered while tendering in respect of vendors coming under the definition of “Micro, Small & Medium Enterprises (MSME)”.

17.3 EMD is liable to forfeiture if:

- a. In the event of withdrawal of offers during validity period of the offer.
- b. Non-acceptance of Contract/Purchase Order.
- c. Non-confirmation of acceptance of Contract/Purchase Order within the stipulated time.
- d. Any unilateral revision made by the bidder during the validity period of offer.
- e. Non-execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.
- f. Non-submission of PBG.



1. The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:-
  - a. 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.
  - b. "CONTRACTOR" shall mean the individual, or firms who enters into this Contract with Balmer Lawrie and shall include their executors, administrators, successors and assigns.
  - c. "SITE" shall mean the place or places, including Project site where the system will be delivered and installed.
  - d. "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.
  - e. 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.
  - f. "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.
  - g. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by Balmer Lawrie.
  - h. "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.
  - i. "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.
  - j. "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.

2. Complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor at his declared address or to his authorized agent /representative.

**3. Risk Purchase:**

Balmer Lawrie reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.

- a. If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of Balmer Lawrie, whose decision shall be final and binding on the contractor, Balmer Lawrie reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor.
- b. To recover any money due from the Contractor, from any moneys due to the Contractor under this.
- c. To claim compensation for losses sustained including Balmer Lawrie's supervision charges

& overheads in case of termination of Contract.

**4. Observance of Local Laws:**

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

**5. Force Majeure:**

The following shall amount to force majeure conditions: -

- a. 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.
- b. 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.
- c. 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 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.
- d. Force Majeure conditions will apply on both sides.

**6. Prevention of Corruption**

- a. Canvassing in any form or any attempt to influence directly or indirectly any official of Balmer Lawrie will lead to rejection of the bid.
- b. 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 favor or disfavor to any person in relation to the contract with



## **Balmer Lawrie & Co. Ltd.**

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.

### **7. Arbitration**

- a. 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
- b. 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.
- c. The place of Arbitration will be 21, N S Road Kolkata 700001.

### **8. 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.

### **9. 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.

### **10. 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.

### **11. Terms for Payment**

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.

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.

**Payment will be done by EFT mechanism only.**

**Payment Schedule –**

Kindly refer Price bid format in Annexure for details:

<b>Deliverables</b>	<b>Payment Terms</b>
Annual Support Charges for MS Exchange / AD services	Monthly upon submission of Invoices after satisfactory completion of work
Annual Support Charges for MS Windows services	Monthly upon submission of Invoices after satisfactory completion of work
Onsite Support (Change Request) for Upgrade / Troubleshooting for MS Exchange / AD	100% upon satisfactory completion of work. Invoice to be raised along with monthly support charges.
Remote Support (Change Request) for Upgrade / Troubleshooting for MS Exchange / AD	100% upon satisfactory completion of work. Invoice to be raised along with monthly support charges.
Onsite Support (Change Request) for Upgrade / Troubleshooting for MS Windows	100% upon satisfactory completion of work. Invoice to be raised along with monthly support charges.
Remote Support (Change Request) for Upgrade / Troubleshooting for MS Windows	100% upon satisfactory completion of work. Invoice to be raised along with monthly support charges.
Monthly Support Charges with Onsite Engineer for MS Exchange, Active Directory and MS Windows	Monthly upon submission of Invoices after satisfactory completion of work

**Note:** All payments will be made in Indian Rupees

**I. Price**

Bidder shall quote a firm price for the total product giving applicable tax breakup which includes implementation, traveling and accommodation (if any). Balmer Lawrie may ask for the activity wise breakup of the price after opening the price bid. No additional expense would be borne by Balmer Lawrie except the quoted price.

**Price should be quoted only in e procurement site. Format for reference is attached as Annexure-2**

**12. Delivery Timeline:**

Delivery of required services should be as per agreed terms & conditions / SLA.



**Section 6: Mandatory Qualifications for bidders**

**Mandatory Qualifications for bidders:**

Bidders who wish to bid should confirm to the following criteria as of Tender Publication Date. Price Bid opening will be done only for the bidders who comply with the Mandatory Qualification.

<b>Parameter</b>	<b>Requirement Description</b>	<b>Supporting documents To be submitted</b>
Power of Attorney	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP.	On Company Letter Head (Signed & Stamped)
Blacklisted	An undertaking (self-certified) that the bidder hasn't been blacklisted by a Central/State Government institution and there has been no litigation with any government department on account of similar services	Undertaking (Signed & Stamped)
Experience	Bidder must have exposure in MS Windows / Active Directory / MS Exchange for providing support services. POC done will not be treated as experience of the bidder.	Purchase Order, Completion Certificate / On-going certification from (Signed & Stamped) of at least 2 organization in the last 3 years
Financial Stability	The bidder must have an average Positive Profit Before Tax (PBT) for last three consecutive financials years.	Submit Certified / Audited Balance Sheet and P&L statement of last three years in support of profitability.
Bidder Certifications	The bidder must have valid ISO 9001 OR ISO 20000 OR ISO 27001 Certification	Self-certified copy of valid certifications
Manpower	The bidder must have at least 2 Fulltime Technical Support (FTS) professional on MS Exchange / Active Directory on its permanent rolls in Kolkata. Technical Support Person who will be deployed for BL, must have atleast 2 years of Experience and Microsoft Certified Systems Administrator OR Microsoft Certified Technical Specialist Certification OR Microsoft Certified Professional Certification (in the respective domain)	Indicative CV's of at least 2 FTS along with relevant documents including Microsoft certifications.
Location	The bidder must have direct presence in Kolkata to provide necessary support services.	Self-certified copy from the bidder / Proof of Establishments in Kolkata.



**Section 7: Technical Requirement:**

**1. Background.**

Balmer Lawrie & Co. Ltd (BL), a Govt. of India Enterprise under the Ministry of Petroleum & Natural Gas is a professionally managed multi-location company with business spanning both in manufacturing and service sectors. Please visit [www.balmerlawrie.com](http://www.balmerlawrie.com) for details of various businesses and locations of the company. The organization is steadily growing and relies heavily on the IT Infrastructure to enable the growth and operationalize efficiencies.

On-premise messaging solution (MS Exchange 2013) along with Active Directory 2012 was implemented in FY 2014-15. Since past 3 years, MS Exchange Mail & AD services are being managed by BL IT Team without any external support. Due to inadequate expertise in AD / MS Exchange, BL is facing challenges to provide timely support / services.

Current infrastructure is containing two CAS server and two Mailbox server both are in HA and DAG for high availability. To smooth operation of organization email services, we are expecting vendors to manage Windows Servers, Active Directory, Email Spam filter gateway and MS Exchange 2013 Environment.

**2. Requirement Synopsis**

Balmer Lawrie wishes to appoint competent bidders / service providers for Annual Support Services of MS Exchange, Active Directory & MS Windows. Bidder should provide support in installation / configuration / migration / testing / commissioning / training / stabilization / maintenance / updates etc.

**3. Scope of work (For Part A & Part B)**

- I. Troubleshooting, root cause analysis and resolution
- II. Regular Maintenance of servers to maintain 99.9% uptime in production time
- III. Test and Install any critical / security patches and upgrades / updates approved and released by Microsoft / OEM
- IV. Log analysis and management
- V. Configuration changes required as part of change request
- VI. Remote L2 & L3 support in case of any critical incident
- VII. 24 X 7 monitoring of all major and critical services
- VIII. Compliance Management
- IX. Documentation of events / activities undertaken
- X. Identifying bottlenecks and suggesting de-bottlenecking solution
- XI. In case of schedule maintenance, Vendor must arrange it on non-production hours to avoid business downtime.
- XII. Reports on current infrastructure health with BL management team must be shared on Monthly basis.

**Part – A**

**3.1 Active Directory & DNS (Active Directory (Qty-2) 2012, RODC (Qty-6))**

- I. Troubleshooting issues in Active Directory replication, configuration
- II. Troubleshooting issues in Group policy & DNS
- III. Troubleshooting issues in Trust relationship configurations
- IV. Troubleshooting issues in Configuring RODC servers
- V. Update Active Directory Servers
- VI. Upgrade Active Directory Servers. Vendor must arrange it on non-production hours to avoid business downtime. Any major upgrades will be done after consultation with BL after proper planning and upon mutually agreed terms.

**3.2 MS Exchange (MS Exchange 2013 CU6) & Email Antivirus (Symantec Messaging Gateway – 8380 (Qty-1200 users))**

- I. Configuration of Exchange Application High Availability and DR configuration
- II. Troubleshooting issues in Mail flow / mail tracing
- III. Resolving issues in Mailbox Database, Client Access Server, Network Load Balancer, Database Availability Group & Email Security Server.
- IV. Configuring antimalware scanning / filtering / anti-spyware / anti-spam etc.

**Part B –**

**3.3 MS Windows (Windows Server 2008 (12 Nos.), 2012 R2 (49 Nos.), 2016 R2 (5 Nos.), 2019 (5 Nos.) - (Standard, Enterprise & Datacentre editions))**

- I. Terminal Service installation and configuration
- II. Automatic antivirus pattern/definition update
- III. Troubleshooting in Windows OS Cluster Management
- IV. Resolution of OS issues

**4. Evaluation Methodology**

- a. Evaluation of commercial bid shall be on basis of commercial offer as well as Mandatory Qualification Criteria.
- b. 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.



## Balmer Lawrie & Co. Ltd.

### Evaluation of Technical Bid

Price bids will be opened after evaluation for those bids which fulfill the Mandatory Qualification Criteria

- a. The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and determine the lowest offer for acceptance to the procuring entity
- b. It shall be ensured that the lowest bid / offer is justifiable looking to the prevailing market rates of the services required to be procured

### 5. Deliverables

As mentioned in the Scope of Work

### 6. SLA

Vendor will maintain the Service in Proper Operational Condition of 99.9% uptime availability. SLA will not be applicable to infrastructure components that are not in High Availability deployment AND Infrastructure unavailability due to hardware/software issues related to OEM. Vendor has to provide 24 X 7 support.

Severity Level (Priority)	Response Time	Resolution Time (hours)
S1	30 minutes	4
S2	60 minutes	8
S3	4 hours	24
S4 (Change Request)	12 hours	48

Severity Level	Description
S1	<ul style="list-style-type: none"><li>- Any downtime which will impact entire business communication or operations can be treated in this category.</li><li>- Any unwanted downtime due to miss configuration</li><li>- Impact on finance due to any system or network</li></ul>
S2	<ul style="list-style-type: none"><li>- Any incident which impact any group of customers or any specific application.</li><li>- Any downtime in UAT / Test environment during testing.</li></ul>
S3	<ul style="list-style-type: none"><li>- All other business impact except downtime can be treated in this category.</li></ul>
S4 (Change Request)	<ul style="list-style-type: none"><li>- Any change request or service request for improvement and process is under this category.</li></ul>



## Balmer Lawrie & Co. Ltd.

### 7. System Availability Requirements & Deduction for Non-performance

These availability requirements are associated with Non-Performance deduction to have desired uptime availability and delivery of service to BL. The availability requirements shall remain effective during Annual Support Contract period. Non- Performance deduction during these periods shall be calculated using the formula in respective columns of the following table. The bidder will maintain logs for each of the service provided and shall provide necessary reports which will help in ascertaining the service levels and calculation of Non-performance deduction.

BL would provide a maximum of 08 hours of planned downtime for the preventive maintenance (as part of scheduled downtime) per quarter per equipment/service. The downtime for scheduled maintenance (patch application, upgrades – OS, Database, etc.) would need to be mutually agreed between BL and the Bidder. To reduce this time, various maintenance activities can be clubbed together with proper planning.

“**Total Hours**” means the total hours over the measurement period i.e. one quarter (24 \* number of days in the quarter).

#### **Formula Used:**

$$\text{Uptime} = \frac{(\text{Total Working Hours} - \text{Total Down Time Hours}) \times 100}{\text{Total Working Hours}}$$

The deductions would be as follows:

System	Measurement	Expected Minimum Availability (in %)	Actual Availability (in %)	Non Performance Deduction During Annual Support Contract
Mail Server including Cluster	Availability of each server and cluster failover	99.9	< 99.9	1% of Monthly Support Charge
			< 99.0	2% of Monthly Support Charge
			< 98.5	3% of Monthly Support Charge
			< 98.0	5% of Monthly Support Charge

**ANNEXURE - 1**

**Bid form – Techno-Commercial Bid Submission for Service Provider for Annual Support Services  
of MS Exchange, Active Directory and MS Windows**

To Bidder's Ref. No. BL/IT/HO/MSEXCH/LT/202021/0002

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

Dear Sir,

Having examined the bid documents, including Addendum, if any, the receipt of which is hereby acknowledged, we, the undersigned, offer the above-named Facilities in full conformity with the said bidding documents for the sum as mentioned in Price Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract.

We further undertake, if invited to do so by you, and at our own cost, to attend a clarification meeting at a place of your choice.

We undertake, if our bid is accepted, to commence execution of work of the Solution and to achieve completion within the respective timelines stated in the bid documents / quoted by us in our bid.

We agree to abide by this bid, which consists of this letter and Attachments hereto, for a period of 180 (One hundred & eighty) days from the date fixed for submission of bids as stipulated in the bidding documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period unless otherwise extended mutually.

We note that a formal Contract/ Purchase Order would be prepared and executed between the Company and the successful bidder.

We understand that you are not bound to accept the lowest or any bid you may receive and in-turn we will not have any rights to raise any claim, whatsoever it may be, due to or arising out of rejection of our bids.

\_\_\_\_\_ [signature with office seal]

In the capacity of \_\_\_\_\_ [Designation]

Duly authorized to sign this bid for and on behalf of \_\_\_\_\_ [Name of the bidder]

**ANNEXURE - 2**

**Price Bid Format (Please Quote for Price Bid only in E-procurement Site)**

Ref: BL/IT/HO/MSEXCH/LT/202021/0002

Dated: 27.11.2020

**Price bid is to be submitted for Service Provider for Annual Support Services of of MS Exchange, Active Directory and MS Windows**

Given below is the price bid summary table. The bidder should quote for the following (only in Price Bid Section of E procurement site)

For each item, the bidder should include the following details. This form shall be available in the e-procurement site for each item of the 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 of Price Bid.**

**Price Bid:**

SL.	Item Description	Quantity	Price EXCLUDING TAXES (in Rs.)	Price INCLUDING ALL TAXES (in Rs.)
1.	Annual Support Charges for MS Exchange / Active Directory services	Lump-sum	To be filled in e-procurement only	To be filled in e-procurement only
2.	Annual Support Charges for MS Windows services	Lump-sum	To be filled in e-procurement only	To be filled in e-procurement only
3.	Onsite Support (Change Request) for Upgrade / Troubleshooting for MS Exchange / AD (Man hour rate)	1	To be filled in e-procurement only	To be filled in e-procurement only
4.	Remote Support (Change Request) for Upgrade / Troubleshooting for MS Exchange / AD (Man hour rate)	1	To be filled in e-procurement only	To be filled in e-procurement only
5.	Onsite Support (Change Request) for Upgrade / Troubleshooting for MS Windows (Man hour rate)	1	To be filled in e-procurement only	To be filled in e-procurement only
6.	Remote Support (Change Request) for Upgrade / Troubleshooting for MS Windows (Man hour rate)	1	To be filled in e-procurement only	To be filled in e-procurement only
7.	Monthly Support Charges with Onsite Engineer for MS Exchange, Active Directory and MS Windows (Mon to Sat, 09:30 AM to 06:30 PM)	Lump-sum	To be filled in e-procurement only	To be filled in e-procurement only

**Taxes and other details:**

Component	Value / % Tax	Remarks
CGST(%)		
SGST(%)		
IGST(%)		
Any other Taxes / Charges		

- Prices for all Line Items are to be mandatorily filled by the bidder in Price Bid. The bid will be rejected in case the bidder doesn't quote for all Price Bid Line Items.
- Taxes to be shown separately in the format provided.
- The Commercials quoted in the eProcurement Platform will be valid for 2 years from date of contract with bidder
- Onsite / Remote support for MS Exchange / Active Directory / MS Windows needs to be provided from Monday to Saturday, 09:30 AM to 06:30 PM
- Payment for Support Charges will be done on monthly basis.
- Please mention NA / 0 wherever values are not applicable.
- If Taxes are exempted, then exemption certificate(s) is/are to be enclosed.
- Taxes shall be payable at existing rate on the applicable services.
- The bidder who quotes the **Lowest Total Price Excluding Taxes will become the L1** (successful bidder).
- L1 Calculation: ((Line Item 1) + (Line Item 2) + 100\*(Line Item 3 + Line Item 4 + Line Item 5 + Line Item 6) + 12\*(Line Item 7))
- Purchase Order for Line Item 1 & Line Item 2 will be mandatorily placed by BL. Purchase Order for rest of the Line Items will be placed depending upon the requirement as and when needed during the term of the contract.
- PO will be issued to successful bidder for 1 year and Contract will be renewed for the next year on the basis of satisfactory performance of the L1 bidder.
- Please refer to Payment Terms (Page 16) for details regarding payment

**Note:** This list of taxes & duties is indicative and not exhaustive. For each pricing element please provide the applicable taxes and duties

\_\_\_\_\_ [signature with office seal]

In the capacity of \_\_\_\_\_ [Designation]

Duly authorized to sign this bid for and on behalf of \_\_\_\_\_ [Name of the bidder]





**Balmer Lawrie & Co. Ltd.**

**ANNEXURE - 3:**

**BID COMPLIANCE STATEMENT:**

**(Please submit the following undertaking on your company's Letter head)**

NAME OF WORK: Tender for Service Provider for Annual Support Services of MS Exchange, Active Directory and MS Windows

TENDER ENQUIRY NO. BL/IT/HO/MSEXCH/LT/202021/0002

Dated: 27.11.2020

We hereby confirm that our Bid complies with the total techno-commercial requirements/ terms and conditions of the bidding document and subsequent addendum/corrigendum (if any) without any deviation/ exception/ comments/ assumptions.

We also confirm that we have quoted for all items of schedule of rates and prices have been filled without any condition and deviation.

We further confirm that terms and conditions, if any, mentioned in our bid (Un-priced as well as Schedule of Rates) shall not be recognized and shall be treated as null and void.

SIGNATURE OF BIDDER :

(With name of authorized signatory & designation)

NAME OF BIDDER :

COMPANY SEAL :



## **Balmer Lawrie & Co. Ltd.**

### **ANNEXURE - 4:**

### **FINANCIAL DETAILS:**

#### **A) Annual turnover statement**

The Bidder shall indicate here the turnover during preceding 3 years based on the audited balance sheets & profit & loss account statement. Copy of audited balance sheets including profit & loss account is attached. In case a bidder does not have Audited Balance Sheet for FY 2019-20, Pre-audited Balance Sheet with a declaration that Audit is in progress (Certified by the Auditor) needs to be provided by the bidder.

Financial Year	Annual turnover (in ₹)	Net worth (in ₹)	PBT (Profit before Tax) (in ₹)	Remarks
2019-20				
2018-19				
2017-18				

#### **B) Copy of last three years Income Tax return file**

#### **C) Mention the PAN and GST Registration No**

Copy of PAN Number and Service Tax registration are attached.

Bidder confirms that they are not under liquidation, court receivership or similar proceedings.

**(Seal & Signature of Bidder)**

**ANNEXURE - 5 :**

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

<b>Details of Bank Account:</b>	
01	Name & Address of the Bidder
02	Name & Address of the Bank
03	Name of the Branch
04	Branch Code
05	Account Number
06	Type of Account CURRENT A/C / O / CASH CREDIT D
07	Beneficiary's Name
08	IFSC Code of the Branch
09	e-Mail of the Bank
10	Telephone of the Bank
11	GST PID
12	SAC Code

**(Seal & Signature of Bidder)**

**Bidder's Profile**

Reference no.: BL/IT/HO/MSEXCH/LT/202021/0002

Dated: 27.11.2020

**Check List**

Sl. No	Enclosure / Document needed	Tick
1	Signed copy of tender document (all pages to be signed and stamped).	<input type="checkbox"/>
2	Bid form (techno-commercial bid submission letter – Annexure 1) – This should be signed by an authorized person holding Power of Attorney to act on behalf of the Bidder	<input type="checkbox"/>
3	Bid Security (Earnest Money Deposit)	<input type="checkbox"/>
4	Bank Details including copy of Cancelled Cheque	<input type="checkbox"/>
5	Bidder's Profile, Experience of similar projects, OEM Partnership certificate, CV of the project manager and indicative CVs of OEM certified engineers.	<input type="checkbox"/>
6	Certified / Audited Balance sheet and P&L statement of last three years in support of profitability, PAN Card, GST , PF Certificate (attached copy & certificate)	<input type="checkbox"/>
7	Declaration of not being Black listed by Govt. or PSU/PSE.	<input type="checkbox"/>
8	Response and proof pertaining to Mandatory Qualifying Criteria.	<input type="checkbox"/>
9	Contact person/s name/s, telephone number, mobile number etc. and escalation matrix for the purpose of this RFP	<input type="checkbox"/>
10	Type of organization & year of incorporation / Registration. (attach certificate of registration / incorporation)	<input type="checkbox"/>

This list is not exhaustive. Bidder is advised to go through the tender document and submit necessary documents.