
NOTICE INVITING TENDERS FOR TECHNICAL UPGRADATION OF SAP LANDSCAPE

IT16PST002 dated 28.12.2016



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

Contact Person	Ms. Ritu Mittal
Designation	Sr. Manager [IT]
Address	4th Floor 21, Netaji Subhash Road, Balmer Lawrie & Co. Ltd Kolkata - 700001
Email ID	mittal.r@balmerlawrie.com
Website	https://balmerlawrie.eproc.in www.balmerlawrie.com
Last date and time for submission of Tender	19.01.2017 at 16:30 HRS

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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.

Notice Inviting Tender (NIT)

To,

M/s _____

Dear Sir/Madam,

Balmer Lawrie wishes to appoint competent Firms for carrying out Technical Upgradation of SAP Landscape. Based on the contents of the RFP, the selected bidder shall be required to independently arrive at approach and methodology, based on industry best practices, after taking into consideration the effort estimate for completion of the same as well as resource and the equipment requirements. Onsite for this Project & DR Site will be Kolkata.

The selected Bidder shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment at no additional cost to Balmer Lawrie.

Tender document can be downloaded from our corporate web site 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 I
2. General Instruction to bidders – Section II
3. General Terms and Conditions-Section III
4. Mandatory Qualifications for bidders – Section IV
5. Technical Requirement (Back ground, Scope, Functional Requirement, Deliverables & Evaluation Methodology) – Section V
6. All Annexures & Price Bid Format – Section VI
7. HSE Instructions – Section VII

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 & 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. 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 (10:00 a.m. to 06:30 p.m.) from Monday to Friday (Excluding holidays of the Company):

Name	E-mails	Phone Numbers
1. Mr. Tirtha Das	tirtha[dot]das[at]c1india[dot]com	+91-9163254290
2. Mr. Tuhin Ghosh	tuhin[dot]ghosh[at]c1india[dot]com	+91-8981165071
3. Mr. Siva Kumar (Chennai)	siva[dot]kumar[at]c1india[dot]com	+91-9042773377
4. Mr. Ravi Gaiwal (Mumbai)	ravi[dot]gaiwal[at]c1india[dot]com	+91-022-66865633

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.

The Tenderer shall invariably furnish the original DD 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 Tenderer (EMD is to be submitted in a separate envelope). The Company shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the Tenderer is found to be false/fabricated/bogus, the Tenderer 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 as 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 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 bid and EMD, as explained above should reach the office of Ms. Ritu Mittal, Sr. Manager [IT], Balmer Lawrie & Co. Ltd at 4th Floor, 21, Netaji Subhash Road, Balmer Lawrie & Co. Ltd, Kolkata – 700001, on or before the due date of submission of tender.

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. Queries/Clarifications should be addressed by email to mittal.r@balmerlawrie.com

Please acknowledge receipt and confirm your participation in this tender.

Thanking you,
Balmer Lawrie & Co. Ltd

Tender Schedule

S. No.	Particulars	Description
1.	Tender reference number	IT16PST002 dated 28.12.2016
2.	Earnest Money Deposit	₹ 15000 only (₹ Fifteen Thousand Only)
3.	Date of Publishing of Tender document on the website	28.12.2016 at 16:30 HRS
4.	Last date and time of receiving applicant's clarifications in writing	03.01.2017 at 13:00 HRS
5.	Pre Bid date	05.01.2017 at 14:00 HRS
6.	Last date and time for submission of Tender	19.01.2017 at 16:30 HRS
7.	Date and time of Technical Bid Opening	20.01.2017 at 11:00 HRS
8.	Validity of Bid	180 days from opening of price bid
9.	Validity of Price / Quoted Commercials	1 year from opening of the price bid
10.	Place of Submission of Bid	Technical Bid & EMD: Ms. Ritu Mittal, Sr. Manager [IT], 4th Floor, 21, Netaji Subhash Road, Balmer Lawrie & Co. Ltd, Balmer Lawrie & Co. Ltd. Phone No :033-22225207 / +91-9903041334 Email: mittal.r@balmerlawrie.com Price Bid : https://balmerlawrie.eproc.in

Section– I

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 –II

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. EARNEST MONEY DEPOSIT

Unpriced Part should be accompanied by a Bank Draft (**To be submitted in a SEPARATE ENVELOPE**) as per the attached format (Validity of which shall be three months from the date of Tender Opening) of ₹ 15000 (Fifteen Thousand only) towards earnest money deposit (interest-free) executed by any scheduled bank drawn in favor of **Balmer Lawrie & Co. Ltd** payable at **Kolkata**. MSME and NSIC organization will be exempted from paying EMD Fee but they have to provide the supporting documents. Instructions for EMD are as follows:

2.1 The bid security shall be in the form of a Demand Draft drawn on “**Balmer Lawrie & Co. Ltd**” Payable at **Kolkata**, from a Scheduled or Nationalized Bank other than a Co-operative or Gramin Bank.

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

2.3 The EMD shall be refunded to the unsuccessful bidder(s) on submission of official request.

2.4 The bid security of the successful Bidder will be returned/ refunded when the Bidder has signed the Contract Agreement and furnished the required Performance Bank Guarantee.

2.5 If the Bidder, after submission, revokes his bid or modifies the terms and conditions thereof during the validity of his bid except where Balmer Lawrie has given opportunity to do so, the earnest money shall be liable to be forfeited. Balmer Lawrie may at any time cancel or withdraw the Invitation for Bid without assigning any reason and in such cases the earnest money submitted by Bidder will be returned.

3. Clarifications of bidding documents

Bidder can seek any clarification on RFQ document through written mail to **mittal.r@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.

4. 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 intimated through mail.

5. 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 only**.
- 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 3rd 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. Bidder should also state in the price bid the man-day / man-month rate and the validity period of price for onsite support personal.
- d. Quoted commercial / Rates should be valid for 1 year from opening of the price bid.
- e. Price bid should be quoted only in e-procurement site as per format mentioned in Annexure VII

6. 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.

7. Bid opening

Opening of Bids by BL

7.1 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.

7.2 "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.

8. 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.

9. 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.

10. Award of Contract/ Purchase Order

- I. 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.
- II. BL may at its own discretion cancel the tender without assigning any reason to the bidder.

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

The Contractor shall commence the work on specific intimation from Balmer Lawrie in writing or the time indicated in the LOI/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. 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.

12. Completion Period

Target date for the implementation of the solution will be as per the Project Plan once Letter of Intent is issued. Complete Solution implementation and Go Live Schedule will be based upon mutually agreed Project Plan prepared by bidder.

13. Bid Evaluation Criteria

- BL will examine the bids to determine whether the bids are complete as per checklist and / or as per requirements of Bidding Document.
- The bids without requisite EMD will not be considered and bids of such bidders shall be rejected.
- 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.
- BL will examine the bidders qualification and bids of only those bidders who meet the qualifying requirements shall be taken for detailed evaluation.
- The bids are required on ZERO DEVIATION. However, in case any bidder has given any deviation / stipulation, the same shall be checked and if found not acceptable, bidder shall be asked to withdraw the same without any financial implication. Bidder(s) who withdraw the deviations / stipulations, their bids shall be considered for further evaluation. Techno-commercially acceptable Bids shall be considered for Price Bid opening and evaluation

14. 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

15. 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.
- 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/ Security Deposit, as the case may be), shall be released to them.

16. Language of Bid

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

17. Transfer of bid document

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

18. 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 sixty (60) 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.

SECTION III

General Terms and Conditions

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.
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.

- i. 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 and also forfeit the security deposit.
- ii. To recover any money due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.
- iii. To claim compensation for losses sustained including Balmer Lawrie's supervision charges & overheads in case of termination of Contract.

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 leviable on account of any of the operations connected with the execution of this contract.

- iii. 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:-

- 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 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.

6. 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 favor or disfavor 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.

7. 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.

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 sixty (60) 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:

Sr. No.	Payment Amount	Payment Milestone
1.	10%	Mobilization of resources - scope
2.	20%	Completion of technical upgrade on development server
3.	20 %	Functionality testing sign-off on Quality server
4.	30%	Completion of technical upgrade on Production server
5.	20%	Completion of Post Go-Live Support (Two weeks onsite)

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 cost of solution, customization (if any) , configuration, training to users, implementation, traveling and accommodation (if any). Balmer Lawrie may ask for the activity wise break-up of the price after opening the price bid.

The price should be inclusive of all outstation travel, boarding/lodging and any out of your pocket expenses. No additional expense would be borne by Balmer Lawrie except the quoted price.

Bidder should provide a list of manpower they would engage pre and post completion of the project
Bidder should also state in the price bid the man-day/man month-rate and the validity period of price in case of future customization or modification or new development in the software.

Bidder should also state in the price bid the man-day/man month-rate and the validity period of price for onsite support personal.

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

12. Liquidated Damage

- 1) 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, a sum equivalent to 0.50% of contract value for each week of delay or part thereof. The LD shall be limited to 10% of the total contract 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

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 endeavor to proceed with the works. Nothing herein shall prejudice the rights of the Owner in this regard.

Section IV

Mandatory Qualifications for bidders: Bidders who wish to bid should confirm to the following criteria as of Tender Publication Date. Technical Score evaluation will be done only for the bidders who comply with the Mandatory Qualification.

Parameter	Requirement Description	Supporting documents To be submitted
Blacklisted	The company should not be currently blacklisted by any Govt. Department/ bank / institution in India or abroad	Self-Certification to be provided
Existence & Authorized Partner	Company should have been in existence in the last 10 years. Bidder should be authorized implementation partner certified by SAP	Certificate of incorporation OEM certification
Bidder Presence	The Bidder should have office in Kolkata, India. Joint venture /Consortium Bids will not be accepted	Shops & Establishment Certificate from Appropriate Authority
Financial stability of the bidder	The average net worth of the bidder must be more than 50% of the offered project cost during the Financial year 2015-16	Annual Report and Annexure
Similar Works experience as Primary Partner	The bidder should have successfully executed at least TWO Technical SAP ERP upgrades from 6 to EHP 7.0 or latest for any company (within India) in last 2 years	The bidder should submit documentary evidence. Copies of work orders/ POs/ MOUs/ letter from clients indicating the details of the upgrade , addresses of the organizations, telephone numbers & e-mail addresses of the contact persons should be enclosed
	Each upgrade must have involved at least 200 customized developments (Z) involving all the following features: BAPI, BDC, Module Pool, LSMW, SCAT, ALV reports and SAP scripts.	
	The service provider should have implementation experience in all SAP business modules FI, CO, MM, PP, PM, QM, PS & SD, Enterprise Portal e-recruitment, CIN, in SAP version ERP 6.0.	
	The service provider should have experience in both homogenous and heterogeneous migration of SAP.	
Availability of Manpower	Implementation Partner to arrange for Webdynpro, Java and ABAP resources for all development required during upgarde	Submit relevant CVs
Quality certification	Bidder should have CMM Level 5 certification	Copies of Quality certifications should be enclosed, Proof of valid Cert-in empanelment

Section V

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 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. There has been a dramatic changes as to how the business is being conducted considering the constantly evolving technological landscape.

Current SAP Landscape:

Balmer Lawrie has 3 tier SAP Landscape architecture, which includes Development, Quality and Production Systems. Production System is in High availability. Hardware platform includes IBM Power7 series servers, IBM Modular SAN Storage, and a Backup Tape Library. SAP components include SAP ECC 6 EHP 6, EP 7.31, PI, SRM, Solman, BI, Netweaver. Database is DB2 9.7, Operating System is AIX 7.1. Other components like webdispatcher, TREX. Currently there are 600 users accessing the system.

Note: Technical Details of current SAP system will be given on request.

ECC major components:

Component	Version	Release	
SAP_BASIS	731	12	SAP Basis Component
SAP_ABA	731	12	Cross-Application Component
PI_BASIS	731	10	Basis Plug-In
ST-PI	2008_1_700	13	SAP Solution Tools Plug-In
SAP_BW	731	10	SAP Business Warehouse
MDG_FND	731	10	MDG Foundation 731
SAP_AP	700	30	SAP Application Platform
SAP_BS_FND	731	10	SAP Business Suite Foundation
WEBCUIF	731	10	SAP Web UI Framework
MDG_APPL	606	10	MDG Applications 606
SAP_APPL	606	10	Logistics and Accounting
SAP_HR	604	74	Human Resources
EA-APPL	606	5	SAP Enterprise Extension PLM, SCM, Financials
EA-DFPS	600	22	SAP Enterprise Extension Defense Forces & Public Security
EA-FINSERV	600	25	SAP Enterprise Extension Financial Services
EA-GLTRADE	600	24	SAP Enterprise Extension Global Trade
EA-HR	606	35	SAP Enterprise Extension HR
EA-PS	600	24	SAP Enterprise Extension Public Services
EA-RETAIL	600	24	SAP Enterprise Extension Retail
FINBASIS	600	24	Fin. Basis

ECC-DIMP	600	19	DIMP
ERECRUIT	606	10	E-Recruiting
FI-CA	600	24	FI-CA
FI-CAX	600	24	FI-CA Extended
INSURANCE	600	24	SAP Insurance
IS-CWM	600	24	Industry Solution Catch Weight Management
IS-H	600	38	SAP Healthcare
IS-M	600	24	SAP MEDIA
IS-OIL	600	24	IS-OIL
IS-PS-CA	600	24	IS-PUBLIC SECTOR CONTRACT ACCOUNTING
IS-UT	600	24	SAP Utilities/Telecommunication
LSOFE	600	25	SAP Learning Solution Front-End
SEM-BW	600	24	SEM-BW: Strategic Enterprise Management
ST-A/PI	01S_731	0	Service tools for SAP Basis 731

An Independent Staging server, with OS (AIX) to act as Sandbox of the existing production system, needs to be arranged.

Functional Modules implemented:

- Finance (FI)
- Costing (CO)
- Sales and Distribution (SD)
- Materials Management (MM)
- Production Planning (PP)
- Quality Management (QM)
- Plant Maintenance (PM)
- Project System (PS)
- HCM
- LSO
- E-recruitment
- ROS
- BI/BO

2. Requirement Synopsis.

Balmer Lawrie wishes to appoint competent Firms for Technical Upgradation of SAP Landscape. Solution requirement in brief will be as follows:

- Upgrade the database DB2 from 9.7 to 10.5 FP 4 or greater (Latest). Configuration of DBA cockpit has to be included on the scope post upgradation
- Testing of existing process and reports along with the BL Core Team.
- Modification of process and reports, if needed.
- Guiding the dedicated ABAP Team for modification of customized Z-developments to make it run error free in ERP 7.0 Environment
- Installation of IDES for ERP 7.0 or above and solution manager
- Upgrade of NetWeaver (PI, BW etc.), SRM, Enterprise Portal
- Upgrade production system with minimum downtime.
- Training plan for the new ERP version.
- Solution Manager Implementation scope: Solution Landscape, Project Management tool, Maintenance Optimizer and Early watch Alert Report.
- Upgrade methodology should be provided.
- All the system in the SAP landscape would have uniform versions of SAP basis and ABAP components

wherever applicable,

- The eligible vendor to follow the SAP standard upgradation guidelines.
- Special care related to RFC connection should be ensured.
- Other miscellaneous systems which require configuration and customization as per BL's requirement has to be ensured during upgrade. These include content server, desktop connectivity, file storage etc.
- Re-configure interdependencies between the SAP component, database, and operating system release levels
- Integrity among the SAP systems
- Modification / Adjustment of ABAP Objects
- Applying Support packages for the target release
- Technical support during testing period
- Go-Live with New release
- SAP services - Bidder to follow SAP guideline for Pre-requisite and Pre-migration & Post migration services from SAP.

Technical Upgrade Services:

Basis Related Services:

- Upgrade of development server and QA server
- Version upgrade of the software from current version to ECC 6 EHP 7 and relevant upgrade to other systems like NetWeaver etc.
- Application of relevant patches and SAP notes
- Adjustment of modifications
- Authorization management
- Production server upgrade with minimum downtime
- Installation and configuration of Solution manager , Solution Landscape, Maintenance
- Optimizer and Early watch Alert Report.
- Ensure no breakage in the integrating points with the satellite systems
- Review Sizing requirements and infrastructure requirement
- Unicode Conversion has to part of the scope
- The upgrade should ensure that the system should be GST implementation ready.

ABAP related services

- There are approx. 2000 active ABAP programs. These use features like BDC, BAPI, Module Pool, LSMW, SCAT, Smart Forms, User exits, SAP scripts, BADI/Enhancements, and anything related to ABAP work bench, Report writer/painter and ALV Reports.. Priority of these 2000 objects will be identified for testing purpose.
- Migration of such identified and modified ABAP programs to latest version and ensure Error free execution in the New landscape
- Identify inactive Z-transactions
- Provide necessary software Tools and Guide in Performance tuning of active Z-transactions.

Other services

- Impact Analysis before the upgrade has to be done and based on that Test Scripts have to be made. These test scripts will be tested out completely once system is upgraded in both QA and PRD. The impact analysis should include assessment and present impact analysis, Downtime requirement, Risk assessment and suggested mitigation action

- Functional support during the testing period. Vendor's team to extend necessary help and guidance to BL to carry out the testing effectively and efficiently
- Provide Detailed documentation
- Minimum post go-live support (onsite) to ensure stabilization of the upgrade process in production system.
- Connectivity with legacy system and other SAP systems existing in the landscape.
- After completing the upgrade a performance testing has to be conducted and if required relevant Operating system parameters like memory, paging etc. needs to be optimized.
- Provide the macro / micro level project execution plan to achieve the above objectives including resources. Bidder to submit status report of the program on regular basis.

3. Scope of work

The selected bidder is required to supply, install & implement the Migration of SAP Platform at Primary & at DR site for the entire SAP Landscape. The total duration for the project of Migration of SAP Platform solution will be 3 months (90 days) from the date of placement of order which includes 15 working days of functional testing by BL functional team. The scope of work under this tender for Migration of SAP Platform solution shall include all activities but not limited to those mentioned in RFP

1. Bidder is expected to carry out the necessary software/environment set-ups for the implementation. Balmer Lawrie IT team will assist with hardware availability, network readiness, OS installations and hardening as required. Bidder is expected to provide (in detail) the various hardware / software components additionally required OR required beyond the existing scope as mentioned in the document. Installation of such additional Hardware / software components has to be jointly done by Balmer Lawrie & the successful bidder.
2. Bidder is expected to carry out all the necessary integrations with the systems to make the self-service system work as per the expectation. This includes integration with other SAP functional modules and legacy payroll & attendance recording systems. Interface with applications other than SAP should be using PI.
3. Bidder is expected to carry out extensive testing and produce appropriate test results. Bidder is also expected to work with Balmer Lawrie to carry out the User Acceptance testing in one/multiple locations.
4. The Implementation Partner shall implement all required upgrades, patches, bug fixes etc. until the end of the support period.
5. Hardware and Networking are not included in the scope of work; however, the Bidder should do sizing of Hardware and necessary networking equipment to support the existing ECC Application and clearly indicate the Networking, Internet Bandwidth, VPN/WAN requirements etc. In case any specific additional Hardware / software is suggested by the bidder in the solution, the same has to be set-up by the successful bidder in coordination with Balmer Lawrie.
6. The project is to be executed On-site.
7. The bidder will be responsible for studying the current system landscape for Technical Upgradation to Latest SAP version
8. The bidder is expected to evaluate hardware sizing, OS & DB version regarding compatibility for Technical Upgrade to Latest Version
9. Bidder is expected to provide an approach for Technical Upgrade
10. Bidder is expected to provide scope of work regarding ABAP developments, Technical Scope, Customizations and standard objects scope, Activity Scope, Application Scope, and Testing Scope.
11. Bidder is expected to check and configure SAP Solution Manager with all SAP Components after upgradation.
12. Production Downtime should be maximum 48 hours

4. Final Acceptance

Sign off is subject to successful installation, configuration, testing of the proposed solution and submission of all the

necessary documentation. Once the implementation is completed, all the tests carried out should be thoroughly documented, date, time, technician, test identifier and witness are to be logged. The test procedures are to be prepared by the bidder and seek approval of the test procedures from BL.

1. All the test results to be provided to BL on paper and on CD/DVD in Microsoft word or excel format
2. A paper copy of the results must be signed and dated by the Bidder's authorised person and BL
3. Executive, to certify that testing was carried out according to specified procedures, and the results are as stated.
4. Testing documentation must include all information necessary to replicate the tests in the future.
5. Warranty should commence from the date of Final Acceptance of the proposed solution by BL
6. Document from OEM stating that validity of software is commencing from date of Final Acceptance of proposed solution by BL.

Documentation Format

- All documents shall be handed over to Balmer Lawrie in three copies, signed, legible, neatly and bound on A-4 size, good-quality paper.
- Soft copies of all the documents properly encrypted in MS Word /PDF format also to be submitted in CDs/DVDs along with the hard copies.
- All documents shall be in English only.

5. Evaluation Methodology

Evaluation of Technical Bid

Methodology

- a) The approach, methodology & standards followed, that will be referred to, during the project plan for auditing, policy creation, policy implementation, monitoring etc.
- b) The explanation must clearly highlight the attributes, structure and reliability of the Methodology.
- c) The presentation should include
 - Timelines
 - Deliverables
 - Other important aspects

Sl. No	Description	Weight-age	Comments
1	Key resource profile and deployment plan	20	CVs to be submitted for the team to be deployed for the project execution cycle. 20 Marks : No Deviation (Experience in handling similar project) 15 Marks : 10% Deviation 12 Marks : 20% Deviation
2	Reference Clients	20	Clients should include at least 1 PSU. Relevant documentary Proof should be provided. Above 20 Clients : 20 Marks 10 to 19 Clients : 15 Marks 5 to 9 Clients : 12 Marks
3	The bidder should have successfully executed at least TWO Technical SAP ERP upgrades from 6 to EHP 7.0 or latest for any company (within India) in last 2 years	20	Signed copies to be submit 5 and above : 20 3 to 4 : 15 Marks Less than 3 : 10 Marks
4	Each upgrade must have involved at least 2000 customized developments (Z) involving all the following features: BAPI, BDC, Module Pool, LSMW, SCAT, ALV reports and SAP scripts.	20	Above 2000 : 20 marks Below 2000 : 12 marks
5	The service provider should have implementation experience in all SAP	20	No deviation – 20 marks 10% deviation – 15 marks

	business modules FI, CO, MM, PP, PM, QM, PS & SD, Enterprise Portal e-recruitment, CIN, in SAP version ERP 6.0.		20% deviation – 10 marks
		100	

Price bids will be opened after technical evaluation for those bids which fulfill the Mandatory Qualification Criteria as well as securing at least 60 marks in the Evaluation of Technical Bids. Evaluation of Price Bid will be based on the relative competitiveness of the bids based on Evaluated Bid Price of the solution to BL. Following will be the logic of Evaluated Bid Price mode through which the financial bid will be evaluated for relative competitiveness

1. Bidder scoring 60 – 75 in technical score – Quoted Commercial Price will be scaled up by 1.4 times
2. Bidder scoring 76 – 85 in technical score – Quoted Commercial Price will be scaled up by 1.2 times
3. Bidder scoring 86 – 100 in technical score – Quoted Commercial Price will be scaled up by 1.0 times

Techno Commercial Bid Evaluation Criteria

It may be noted that commercial bids will be subjected to following evaluation process. Based on the technical evaluation criteria, each Bidder will be given certain marks. Only those Bidders scoring 60% (60 marks out of 100) or above in the technical evaluation shall be short-listed for commercial evaluation. Commercial quote provided by the Bidder whose Technical Bid qualifies will be discounted as per the formula given below.

An evaluated bid price (S) will be arrived at after considering the commercial quote and the marks obtained in technical evaluation. The Bidder with the lowest evaluated bid price will be declared successful.

Computation Methodology for arriving at “Least Price / Least Quote”

Cut - Off score for technical bid will be 60 marks. In case there is only one bidder having technical score of 60 or more, Balmer Lawrie may, at its discretion, also consider the next highest technical scorer with minimum score of 50. In case, no Bidder is having technical score of 60 or more, Balmer Lawrie may, at its discretion, qualify 2 top scoring Bidders with minimum score of 45 in technical evaluation and compute the “Score” as per the table below. The procedure is as under:

An Evaluated Bid Price (S) “ will be calculated for all qualified Bidders using the following formula:

$$\text{Evaluated Bid Price (S)} = (X * C)$$

Where C stands for Commercial price quoted, X is the Commercial bid weightage factor.

Example

If 3 Bidder A, B and C participated in the RFP process. A, B, and C get 75, 80 and 90 marks in technical evaluation. The Commercial Bids are valued at 120,100 and 110 for A, B and C respectively. As all the Bidders obtained marks above or equal to cut-off, all the 3 are eligible for Commercial Bid opening. Following is the techno-commercial calculation of the 3 Bids. L1 will be the successful bidder.

S. No.	Bidder	Technical Score	Commercial Quote (X)	Commercial Bid Weightage Factor (C)	Evaluated Bid Price (S) = (X*C)	Rank
1	A	75	120	1.4	120*1.4= 168	L3
2	B	80	100	1.2	100*1.2=120	L2
3	C	90	110	1.0	110*1.0=110	L1

6. Contract Completion Certificate

Contract Completion Certificate shall be issued by BL after successful completion of post go live support period,

when Performance has been established in an integrated manner with other Systems / Services in normal operations. Bidder has no other obligation under agreement. Submission of final documentation incorporating all the modifications in requisite sets, Removal of all defects noted during commissioning and fulfillment of training requirements, Completion of defect liability during warranty period.

Note:

The bidder should provide compliance statement for all the above specifications of technical requirements against each item.

7. Performance Bank Guarantee

- The Contractor shall provide the Bank Guarantee from Scheduled Bank in favor of Balmer Lawrie at the times and in amount, manner and form specified in Annexure III. The security deposit shall be for the due and faithful performance of the contract and shall remain binding notwithstanding such variations, alterations or extension of time as may be made, given, conceded or agreed to the Contractor and the Purchaser.
- The security deposit furnished by the Contractor will be subject to terms and conditions of the contract finally concluded between the party and the Purchaser will not be liable for payment of any interest on the security deposit or any depreciation thereof, or in case of bank deposit receipt, any loss resulting on account of failure of the bank. The security deposit shall be refunded/ bank guarantee released on application by the Contractor after the expiry of the guarantee period and after he has discharged all his obligations under the contract.
- 10% of the project cost can be released on issuance of completion certificate by Balmer Lawrie only if Performance Bank Guarantee from schedule bank is submitted by the bidder for an amount of 10% of the project cost.

8. Performance Standard

The System should ensure the performance and responses are according to the SLA. An indicative SLA is given in Annexure VIII

9. Software and Tools

All Software to be supplied under the scope of the project must be of current versions that are currently supported by their originator. Software tools must be compliant with generally accepted standards. All required Licenses for any of the component must be provided in the name of **Balmer Lawrie & Co. Ltd**

10. Inspection and User Acceptance Tests

BL reserves the right to carry out inspection and / or test any components of the supplied Systems to confirm their good working order and/or conformity to the Contract.

The total product will go under User acceptance test performed by BL users with migrated data. After complete user acceptance test only product will be deployed in live environment and will be treated as implemented after successful running of product for 60 days.

11. Completion Certificate

BL will issue a completion Certificate on successful going live and smooth running of application without any major issues affecting the process functionality for 90 days from the date of go live.

Section VI

Annexure & Price Bid Format

ANNEXURE – I

BANK GUARANTEE VERIFICATION CHECK LIST

<u>CHECK LIST</u>		<u>YES</u>	<u>NO</u>
I.	Does bank guarantee compare verbatim with standard Balmer Lawrie & Co Ltd preform for BG?	_____	_____
II. a.	Has the executing officer of the BG indicated his name, designation and power of attorney No./ Signing Power No. etc. on BG	_____	_____
b.	Is each page of BG duly signed/initialed by the executant and last page is signed with full particulars as required in the Balmer Lawrie's standard proforma of BG and under the seal of the Bank.	_____	_____
c.	Does the last page of the BG carry the signature of two witnesses alongside the signature of the executing Bank Manager?	_____	_____
III. A.	Does the non-judicial stamp paper for BG purchase in the name of BG issuing Bank	_____	_____
b.	Is the BG on non-judicial Stamp paper of value Rs. 100/- (Rupees One Hundred Only?)	_____	_____
c.	Is the date of sale of non-judicial stamp paper shown on the BG and the stamp paper is issued not more than six months prior to date of execution of BG	_____	_____
IV. A.	Are the factual details such as bid specifications No., LOI No., Contract price etc. correct?	_____	_____
b.	Whether over-writing/ cutting, if any on the BG authenticated under signature and seal of executant	_____	_____
V. a.	Is the amount of BG in line with contract provisions/agreement/tender?	_____	_____
b.	Is the validity of BG in line with contract provisions/agreement/tender	_____	_____
VI.	Covering letter from bank enclosed with the BG	_____	_____
VII.	BG shall be from a Nationalized/ Scheduled Bank only	_____	_____

ANNEXURE - II

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To

Balmer Lawrie & Co. Ltd.
21, Netaji Subhas Road
Kolkata - 700001

Whereas (Name of the bidder) (Hereinafter called “the Bidder”) has submitted its bid for the (Purpose) (Hereinafter called “the Bid”) against Tender reference No. BL/IT/201617/CS/T003 dated M/S. BALMER LAWRIE & CO. LTD., 21 Netaji Subhas Road, Kolkata – 700 001.

The conditions of Tender provide that the Bidder shall pay a sum of Rs. (Rupees only) (Hereinafter called “the said amount”) as full Earnest Money Deposit in the forms therein mentioned. The forms of payment of Earnest Money Deposit include guarantee to be executed by a Scheduled Bank.

The said (Name and address of the Bidder) have approached us and at their request and in consideration of the premises we, (Name of the Bank) having our office at (Address of the Bank) have agreed to give such guarantee as herein after mentioned.

Know All Men by these presents, we, (Name of the Bank) of (Address of the Bank) having our office, inter alia, at (Hereinafter called “the Bank”) are bound unto BALMER LAWRIE & CO. LTD. (Address) (Hereinafter called “the Purchaser”) in the sum of Rs. (Rupees only) for which payment will truly be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents this day of 2016.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the bid form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity;
 - a) fails or refuses to execute the Contract Form if required; or
 - b) Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay the Purchaser up to the said amount upon receipt of its first written demand, without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser shall mention that the amount claimed by them is due owing to the occurrence of one or both of the two conditions.

This guarantee will remain in force up to (Date of expiry) including the Days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than

the above date.

Notwithstanding anything contained herein:

- i) Our liability under the Bank Guarantee shall not exceed Rs. (Rupees only)
- ii) This Bank Guarantee shall be valid up to
- iii) We are liable to pay the guaranteed amount or pay part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before (Last date of validity)

We, (name of the Bank) undertake not to revoke this guarantee during its currency except with your previous consent in writing.

We have power to issue this guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to do and execute this Guarantee under the Power of Attorney dated day of 2016 granted to him by the Bank.

Yours faithfully,
(Specimen Signature)

BANK GUARANTEE AGAINST PERFORMANCE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)
Letter of Guarantee No.

Page 28 of 47

..... (Set out the full name of the Bank) the Bankers of the Contractor shall perform fully and faithfully their/his/its contractual obligations under the Agreement dated the day of Entered into by and between the Company of the one part and the Contractor of the other part, the terms and conditions of the said Tender and the said Order.

2. We, (set out full name of the Bank) do hereby undertake to pay to the Company without any deduction whatsoever a sum not exceeding Rs..... (Rupees only) without any protest, demur or proof or condition on receipt of a written demand from the Company stating that the amount claimed is due by way of loss and damage caused to or would be caused to or suffered by the Company due to bad workmanship or by reason of breach of any of the terms and conditions of the Agreement, the said Tender and the said Order hereinbefore mentioned.

3. The Guarantee is issued as security against due performance of the obligations of the Contractor or under the Agreement aforesaid and the said Tender and the said Order hereinbefore mentioned and subject to the conditions that our liabilities under this Guarantee is limited to a maximum sum of Rs..... (Rupees only) or the amount of loss or damage suffered or to be suffered by the Company in its opinion at any period of time, whichever is lower.

4. We, (set out full name of the Bank) further agree that the undertaking herein contained shall remain in full force for a period of months from the date of the satisfactory execution of the Contract.

5. This Guarantee shall not be affected by any amendment or change in the Agreement or change in the constitution of the Bank and/or the Company and/or the Contractor.

6. We (Set out full name of the Bank) undertake not to revoke this Agreement during its currency except with the previous consent of the Company in writing.

7. All claim under this Guarantee must be presented to us within the time stipulated after which date the Company's claim/right under this Guarantee shall be forfeited and we,(set out full name of the Bank) shall be released and discharged from all liabilities hereunder.
8. This instrument shall be returned upon its expiry or settlement of claim(s) if any, thereunder.
9. Notwithstanding anything contained hereinbefore our total liabilities under this Guarantee shall not exceed a sum of Rs..... (Rupees only) and unless a demand or claim in writing under this Guarantee reaches us on or before the date of (last date of claim) and if no claim is received by us by that date all rights and claims of the Company under this Guarantee shall be forfeited and we,(set out full name of the Bank) shall be released and discharged of all our liabilities under this Guarantee thereafter.
10. We have power to issue this guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute this Guarantee under Power of Attorney dated the day of granted to him by the Bank.

Place :

Date :

SIGNATURE OF TENDERER

ANNEXURE IV

Bid form – Techno-Commercial Bid Submission for Technical Upgradation of SAP Landscape

Bidder's Ref. No. -----

Date:

To

Abhishek Agarwal
CIO
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.

If our bid is accepted, we undertake to provide Performance Bank Guarantee(s) in the form, amount, and within the time specified in the bid documents.

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 V

Sub: Undertaking for maintainability of technology for Technical Upgradation of SAP Landscape

Ref: IT16PST002 dated 28.12.2016

I/We (Name) (Designation) for and on behalf of M/ s (Name of the firm), hereby, solemnly affirm to give an undertaking that I/We will, give an undertaking to make availability of requisite patches/upgrades/new developments for the maintainability of three (3) years from the date of commissioning.

Signature of Authorized Signatory with office seal

Designation

Name :

Place :

Date :

Annexure VI

Sub: Undertaking for manpower deployment for Technical Upgradation of SAP Landscape

Ref: IT16PST002 dated 28.12.2016

I/We (Name) (Designation) for and on behalf of M/ s (Name of the firm), hereby, solemnly affirm to give an undertaking that I/We will, give an undertaking that we will be deploying the following tentative persons or persons with same category for the project.

Sly No.	Name	Project Phase	Qualification	Years of Experience	Experience of project handled

Signature of Authorized Signatory with office seal

Designation

Name :

Place :

Date :

Annexure VII

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

Ref: IT16PST002 dated 28.12.2016

Price bid is to be submitted for Technical Upgradation of SAP Landscape.

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

Note:

1. BL will conclude Evaluated Price Bid (Refer Section V (4) : Evaluation of Technical Bid)
2. BL will use weightage factor on the basis of section Evaluation Methodology to arrive at L1
3. All Price Bid items (A to G) will be considered, while calculating L1

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.

Price Bid for Solution

SL.	DESCRIPTION	Quantity	Unit	LUMPSUM RATE (IN Rs.) (except taxes & duties)	
				IN FIGURES (₹)	IN WORDS
A.	Technical Upgradation of SAP Landscape from Current version to Latest version	1	Lumpsum		
B.	Support for Technical Upgradation of SAP Landscape from Current version to Latest version till stabilization period	1	Lumpsum		
C.	Man Month rate for onsite support/development (blended)	1	Man-month		
D.	Man Month rate for offsite support/development (blended)	1	Man-month		
E.	Man day rate for onsite support/development (blended)	1	Man-day		
F.	Man day rate for offsite support/development (blended)	1	Man-day		
G.	Other Charges (If any)	1	Lumpsum		

- Service Tax and other components to be shown separately
- The Commercials quoted in the eProcurement Platform will be valid for a period of 3 years from the date of issuance of LOI / PO / Contract (whichever is earlier)
- Please mention NA / 0 wherever values are not applicable.
- Stabilization Period will be around 1 month

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]

ANNEXURE VIII

Service Level Agreement for Technical Upgradation of SAP Landscape

1. Availability –

Name of Service	Hours of Operations
On Site warranty / support for Technical Upgradation of SAP Landscape	24x7

Level	Type of Problem	Effect on Service
Severity Level 1	Show-Stopper	It is impossible to continue with the application because of the severity of this error / bug. (e.g. – System Failure)
Severity Level 2	Major	Application can continue and the system will perform with a major departure from agreed business processes. (Entire Module not working)
Severity Level 3	Medium	Application can continue, but leaving this feature will cause severe disruption to business processes. (A bug in the system)
Severity Level 4	Minor	Application can continue, but leaving this feature will cause minute disruption to business processes. (A minor error in the system, i.e. General Issues)

3. Response & Resolution

Description	Response Time	Resolution Time	
Severity Level 1 All critical issues will be addressed by the Parties in 1 hour time and in case not possible to address in the given time, fixed time line will be communicated within 1 hour.	1 Hr.	2 Hrs.	In case issue is not resolved permanently then a work around to be provided for the same with the timeline. The issue needs to be permanently resolved within 48 hrs. RCA will be required for Severity Level 1
Severity Level 2 All non-critical issues will be replied back in 24 hours with feasibility and time line (new features will be decided mutually)	4 Hrs.	1 day	In case issue is not resolved permanently then a work around to be provided for the same with the timeline. The issue needs to be permanently resolved within 72 hrs.
Severity Level 3	8Hrs.	2 Days	Case issue is not resolved permanently then a work around to be provided for

			the same with the timeline. The issue needs to be permanently resolved within 5 days
Severity Level 4	8 hrs	5 Days	Case issue is not resolved permanently then a work around to be provided for the same with the timeline. The issue needs to be permanently resolved within 10 days

4. Support Request

For the purposes of this agreement, a Support Request is generally defined as a request for support to fix a defect in existing application code or a request for support that involves assistance with application. The severity of the problem will be decided by the customer.

5. Customer Support

- a. E-mail
- b. Telephone, Fax, Chat (if required)
- c. On call Service Visit

Note: SLA's for other services will be decided mutually along with the Contract.

_____ [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-IX:

BID COMPLIANCE STATEMENT :(*Please submit the following undertaking on your company's Letter head*)

NAME OF WORK: Technical Upgradation of SAP Landscape

TENDER ENQUIRY NO. : IT16PST002 dated 28.12.2016

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 authorised signatory & designation)

NAME OF BIDDER :

COMPANY SEAL

ANNEXURE-X:

PAST EXPERIENCE OF SIMILAR SERVICES PROVIDED

SL NO	DESCRIPTION OF WORK	POSTAL ADDRESS OF CLIENT & NAME OF OFFICER IN CHARGE	CONTRACT VALUE	STARTING DATE	SCHEDULE DURATION	ACTUAL DURATION	Details of similar works COMPLETED

SIGNATURE OF BIDDER :

NAME OF BIDDER :

COMPANY SEAL :

ANNEXURE-XI:

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.

FINANCIAL YEAR	ANNUAL TURNOVER (IN RS.)	NET WORTH (IN RS.)	REMARKS
2015 – 16			
2014 – 15			
2013 - 14			

B. Net Worth : Reserve + Capital - Accumulated losses

C. Copy of Income Tax return filed within last 12 months is enclosed.

D. PAN and Service Tax Registration:

<u>PAN No. (Given by Income Tax)</u>	<u>Service Tax Registration</u>

Copy of PAN Number and Service Tax registration are attached.

E. Details of Bank particulars (All details as per format attached)

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

(Seal & Signature of Bidder)

ANNEXURE-XII:**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

01	Name & Address of the Supplier / Sub-contractor																
	Details of Bank Account:																
02	NAME & ADDRESS OF THE BANK																
03	NAME OF THE BRANCH																
04	BRANCH CODE																
05	MICR CODE																
06	ACCOUNT NUMBER																
07	TYPE OF ACCOUNT	CURRENT A/C / O / CASH CREDIT D															
08	BENEFICIERY'S NAME																
09	IFSC CODE OF THE BRANCH	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>															
10	EMAIL ID																
11	TELEPHONE/MOBILE NO.																

ANNEXURE XIII: Bidder's Profile

Reference no.: IT16PST002 dated 28.12.2016

Sr. No.	Details	Remarks (Yes/No)
1	Name & Address of the Bidder	
2	Type of organization & year of incorporation / Registration. (attach certificate of registration / incorporation)	
3	PAN No. (Attach copy)	
4	Sales Tax / VAT / Service tax registration no.(attach certificate)	
5	Correspondence address at Kolkata with contact person/s name/s, telephone number, mobile number etc.	
6	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP	
7	Contact person/s name/s, telephone number, mobile number etc. and escalation matrix for the purpose of this RFP	

Section VII: HSE Instructions

Housekeeping

Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor.

All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.

Confined Space

Before commencing Work in a confined space the Contractor must obtain from BL a Permit to Work, the Permit to Work will define the requirements to be followed.

As minimum Contractors must ensure the following:

- i. Confined spaces are kept identified and marked by a sign near the entrance(s).
- ii. Adequate ventilation is provided
- iii. Adequate emergency provisions are in place
- iv. Appropriate air monitoring is performed to ensure oxygen is above 20%.
- v. Persons are provided with Confined Space training.
- vi. All necessary equipment and support personnel required to enter a Confined Space is provided.

Tools, Equipment and Machinery

The Contractor must ensure that all tools & equipment provided for use during the Work is:

- suitable for its intended use;
- safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);
- Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

Working at Height

Any Work undertaken where there is a risk of fall and injury is considered to be working at height.

For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from BL a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.

Fall Prevention System

Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.

Fall Protection Systems

Where fall protection systems are used then the Contractor must ensure the following is applied:

- i. Only approved full body harness and two shock-absorbing lanyards are used,
- ii. Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,
- iii. Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,
- iv. Lifeline systems must be approved by BL before use.
- v. Use of ISI marked industrial helmet at all point of time.

Scaffolding

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type.

Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

Stairways and Ladders

Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.

- a. Fabricated ladders are prohibited.
- b. Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.

- c. Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- d. Ladders will be lowered and securely stored at the end of each workday.
- e. Ladders shall be maintained free of oil, grease and other slipping hazards
- f. Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
- g. Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, and removed from the Site by the end of the day.

Roof Work/Access

Roof work and access to roofs must not be undertaken without prior authorization from BL.

Overhead Work

A secure exclusion zone shall be maintained by Contractor below overhead work to prevent access. It is forbidden to work beneath a suspended load.

Lifting Operations

Cranes and Hoisting Equipment

Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturers' specifications and legal requirements.

Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.

Lifting Equipment and Accessories

All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements.

Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.

Lockout Tag out ("LOTO")

Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.

Barricades

Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used.

Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning..

Compressed Gas Cylinders

Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash Back arrestor to be used to prevent any explosion due to back fire.

Electrical Safety

Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from BL. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by BL.

Hot Works

A Permit to Work must be obtained from BL prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects.

Prior to the use of temporary propane or resistance heating devices approval must be obtained from BL.

Trenching, Excavating, Drilling and Concreting

A Permit to Work must be obtained from BL and all underground lines, equipment and electrical cables shall be identified and located prior to beginning the work. The Contractor shall assign a competent Contractor Personnel to all trenching and excavation work.

Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions.

Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

Environmental Requirements

Waste Management

The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for BL to review at any time and may be subject to BL's prior approval.

Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

Spills

The Contractor is responsible for the provision of adequate spill kits/protection and the clean up and disposal costs arising from such spills.

Emissions

The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of BL. Emissions include but are not limited to noise, dust, fumes, vapours.