

PREMIUM FACILITY SUPPORT

AT

Balmer Lawrie & Co. Ltd.



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SECTION – A

INVITATION FOR BIDS (IFB)

1. Salient features of the bid :

Tender No. & Date	BL/IT/HO/PFS/PT/201718/0009, Date : 12/10/2017
Job	PREMIUM FACILITY SUPPORT (PFS)
Sale of Tender Documents (cost of tender)	NIL
Tender Submission Date	Hard copy of commercial documents latest by 31/10/2017 within 1500 Hours IST. Completion of E-Bidding latest by 31/10/2017 within 1800 Hours IST.
Place of Submission of Bid (Techno-commercial only)	Shri P.M.Dutta, Sr. Manager – IT, Balmer Lawrie & Co. Ltd., 21, N.S. Road, Kolkata-700001. Email : dutta.pm@balmerlawrie.com. Price Bid URL : https://balmerlawrie.eproc.in
Bid Security/ Earnest Money Deposit	Interest free ₹1,00,000/- (Indian Rupees One lakh only) Details are mentioned in Instruction to Bidders (ITB)
Opening of Tender (technical & commercial)	27/10/2017 after 1000 Hours IST
Bidders model of Premium Facility Support Presentation	Bidder's will be intimated by BL within 30 days of the closure of this tender to present the model of Premium Facility Support as quoted by the bidder in this tender.
Validity of Bid	180 Days from the date fixed for submission of bids

- Balmer Lawrie & Co. Ltd (BL) invites sealed bids from eligible bidders for the PREMIUM FACILITY SUPPORT (PFS).
- Interested Bidders may obtain further information from the office of Balmer Lawrie & Co. Ltd, 21, N.S. Road, Kolkata 700001.
- The bidder may download the bidding documents from website at <https://balmerlawrie.eproc.in>
Details of down loading and submission is provided in the "Instruction to Bidders" (ITB).
- The tender document consists of:-
 - 5.1 Invitation for Bid (IFB)
 - 5.2 Instruction to Bidders (ITB)

6. It shall be the responsibility of the persons submitting the bid to ensure that the bid has been submitted ONLY in the formats and as per the terms and conditions of the tender documents and no change should be made therein. In the event of any doubt regarding the terms and conditions / formats, the person concerned may seek clarifications from the authorized officer of BL. In case any tampering / unauthorized alteration is noticed in the bid submitted from the bidding document available on the BL website, the said bid shall be summarily rejected and the company shall have no liability whatsoever in this matter. Deviations if any, proposed by the bidder may be separately indicated for acceptance in a deviation note or otherwise to BL.

7. **Mandatory Qualifying Criteria**

Sl. No.	Mandatory Qualification Criteria	Documentary Evidence
1	Language of bid shall be in English language. In case any document is submitted by bidder in other than English language, authenticated English translation of the same shall be submitted along with the bid. (e.g. citations, etc.).	N/A
2	The bidder should have prior experience of PFS with at least two customer having a turnover not less than ₹200 crores in financial spanning multiple domestic locations in last five years	Citation & proofs with relevant information only
3	Minimum annual profit before tax of the bidder should be positive in Indian Rupees for each of the year, during the last three consecutive financial years ending at 31/03/2017	Annual reports certified by registered auditors to be submitted.
4	The bidder should furnish all relevant documents duly signed and office sealed by authorized signatory, failing whom their bids will stand rejected.	PoA notarised in original to establish authorization of the person nominated by competent authority.
5	PFS bidder should have own presence in Kolkata, Bangalore, Chennai, Delhi, Gurgaon, Mumbai.	Proof of Office Address (Trade Licence & GST Registration Certificate) .
6	PFS bidder should have an expertise on MS-Windows Server Ed. + MS-Windows + Desktops + Laptops + Printers + Imaging devices + LAN + WAN	Bidders self-certification details to be submitted.
7	The bidder should have been operating in India for last five years	Certificate of Registration to be submitted.

8. Bidders should submit all **necessary & relevant documents only** in support of fulfilment of eligibility criteria. However, in case any further document is found necessary for proper assessment, the bidder shall be requested to furnish the same within five working days from the date of intimation in writing.
9. BL reserves the right to accept or reject any bid or to annul the bidding process and reject all the bids at any time prior to award of the Contract/ Purchase Order without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected bidder(s).
10. No cognizance shall be taken for references by the bidder to various clauses of contract/ tenders awarded earlier by BL.

11. Deviations seeking any change in the text of various Clauses or Articles shall not be accepted. Bidder(s) may list deviations in official letter head duly signed and stamped, only in respect of intended effect as perceived by them.
12. The bidder should furnish the following information (bidder's profile summary):

A. Background Information			
Name			
Corporate Office Address			
Contact Person			
Contact Number			
Fax Number			
E-mail id			
Kolkata Office Address			
Contact Person			
Contact Number			
Fax Number			
Email Id			
Number of offices			
Network of offices at Kolkata and also within India that PFS of the same by nature			
Annual revenue in the last three Financial Years in India (Please attach annual reports) (2016-17, 2015-16, 2014-15)			
Does the company have business with any other unit(s) of BL (If yes, attach details)			
B. Experience			
At least two successful PFS clients with not less than 200 crore turnover during the last five years from the date of this tender.		Please add additional pages as required	
C. Bank Details			
Particulars of Bank Account with IFSC code, Type of Account to which payments will be made		Please attach a copy of the cheque/ cancelled cheque	
Turnover for last three years (FY : Financial Year)	FY1(₹/L)	FY2(₹/L)	FY3(₹/L)
Profit After Tax	FY1(₹/L)	FY2(₹/L)	FY3(₹/L)
D. Details of Certificate			

GST Registration	Copy of Registration Certificate
Provident Fund	Copy of Registration Certificate

13. The bidder must submit a certificate of no conflict through authorized signatory confirming that there would be **no conflict of interest with BL**. Bids of any Tenderer may be rejected if a conflict of interest between the Tenderer and BL is detected at any stage.
14. A declaration that the bidder is not black listed / banned from business dealings by any Govt. organization / PSU / PSE must be submitted by authorized signatory.
15. Evaluation of bids: Price bids would be opened after mandatory qualifying criteria.
- 16 Evaluation of bids:

BL shall form an evaluation committee who shall score the bids as per the guidance below. The total technical evaluation would comprise of **100 marks** with the following breakup:

- a. Bidders experience in PFS model - 20 marks
- b. Bidders clientele - 20 marks.
- c. Bidders expertise - 20 marks.
- d. Bidders Presentation on Premium Facility Support Model - 40 marks.

Commercial(s)

Price bids will be opened after technical evaluation. The price bid of the top three technically qualifying bids will be opened. From the eligible bids, based on the technical evaluation the commercials would be scaled up as per the following :

1. Technical score ≥ 60 marks - TCO = Original TCO * **1.0**
2. Technical score ≥ 40 marks and < 60 marks - TCO = Original TCO * **1.4**
3. Technical score ≥ 20 marks and < 40 marks - TCO = Original TCO * **1.8**
4. Technical score < 20 Price bid will remain unopened.

Bid with the lowest Total Cost of Ownership (TCO) would be awarded the contract/ Purchase Order (subject to all other clauses being fulfilled). The TCO would comprise of the Price Schedule (**Annexure II**) by taking into consideration the operating costs for a period of three years. If there is a tie on Price, tie will be broken by the higher technical score. If there is a tie on the technical score and price, the tie will be broken through negotiations.

17. BL reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to award of the contract without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected bidder(s). Mere submission of tender document shall not mean fulfilment of requirements of eligibility of the bidder(s).
18. BL takes no responsibility for delay, loss or non-receipt of documents sent by post/ courier at any time. No financial obligation shall accrue to BL in such an event.

SECTION-B

INSTRUCTIONS TO BIDDERS (ITB)

1. Ethical Standard

- 1.1 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 a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

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

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

- 1.2 By signing the Bid-form the Bidder represents that for the hardware it supplies, it is either the OEM or that it has proper authorization and/or license from the owner to offer them. Wilful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that BL may take.

2. Cost of Bidding

There will be no cost for Tender Document.

3. Clarifications of bidding documents

A pre-bid meeting may be organized on the date and time mentioned in the Invitation for bids (IFB) section to provide clarifications sought by the bidders. The tender may undergo some modifications subsequent to such pre-bid meeting. The corrigendum for such modification would be placed at the e-procurement website <https://balmerlawrie.eproc.in> including any key date change, if any, shall be issued and uploaded only in the e-procurement site for all bidders to view.

Bidders are requested to send in email clarifications pertaining to the bidding documents by notifying BL in writing at least two days prior to the due date. These queries shall be clarified in the pre bid query based on its relevance. The list of queries should be sent in one communication only and should be clearly articulated mentioning Tender Name, Number and Bidder Name.

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

4. Submission of bids & documents accompanying the bids

Techno-Commercial documents shall be submitted in separate covers. **Price Bid should be submitted online only and NO hardcopy should be submitted.**

Techno-Commercial bid shall comprise of:

- a. Bid form (techno-commercial bid submission letter) – This should be signed by an authorized person (with proof) on non judicial court paper holding Power of Attorney to act on behalf of the Bidder.
- b. Power of attorney in original and duly notarized.
- c. Bidder's Profile, Experience of similar projects
- e. Response and proof pertaining to Mandatory Qualifying Criteria.
- f. Signed copy of tender document (all pages to be signed and office sealed)
- g. Un-priced copy of the price schedule clearly marking "XXX" wherever price is quoted mentioning applicable taxes and duties

Relevant portions in the documents submitted in pursuance of eligibility criteria shall be highlighted and a summary table containing reference to relevant sections of the response for easy identification of the same. If bid is not accompanied by all the above documents mentioned, the same may be liable for rejection.

Price bid to be submitted online only. This shall contain filled up price schedule. The price bid shall contain no other terms & conditions other than quoted price and would be submitted online at <https://balmerlawrie.eproc.in> website.

Submission of Bids

The bidder shall seal the original bid Security, Techno-commercial bid. The envelopes shall then be sealed in an enclosing envelope.

The inner and outer envelopes shall

- (a) be addressed to BL at the address given in the "IFB" and
- (b) bear the Invitation for Bids title and number, and the statement "DO NOT OPEN BEFORE _____ (date) and ----- (time) i.e. the date and time of bid opening mentioned in the "IFB".
- (c) The envelopes shall indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "not fit to be opened."

If the enclosing envelope is not sealed and marked as mentioned above, BL will assume no responsibility for the bid's misplacement or premature opening.

Conditions for online bid submission

The bidder shall submit his price bid response through bid submission to the tender on e-Procurement platform at <https://balmerlawrie.eproc.in> by following the procedure given below. The bidder would be required to register on the e-procurement portal <https://balmerlawrie.eproc.in> and submit their bids online.

The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents, displayed in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., which is requested in support

of their eligibility criteria/technical bids in the e-Procurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/authenticity.

i) Registration with e-Procurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd. – Shri Tirtha Das (09163254290, tirtha.das@c1india.com), Shri Tuhin Ghosh – (08981165071, tuhin.ghosh@c1india.com), Ravi Gaiwal (022-66865633, ravi.gaiwal@c1india.com), ujjal.mitra@c1india.com), Shri Ritabrata Chakraborty (08697910411, ritabrata.chakraborty@c1india.com).or they can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>.

ii) Digital Certificate Authentications

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bid/s not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform. All the bidders who do not have Digital Certificates need to obtain Digital Certificate.

iii) Submission of Hard copies:

Price Bid under any circumstances should not be submitted in physical form. Techno-Commercials should be submitted in hard copy and should also be uploaded in the e-Procurement site.

iv) Deactivation of Bidders:

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

v) Tender Document:

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

vi) Bid Submission Acknowledgement:

The user 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 processes and steps. C1 India is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the tender Inviting Authority for processing. Before scanning for uploading, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity.

- a. Such uploaded documents pertaining Technical Bid need to be attached to the tender while submitting the bids on line.
- b. The bidders should furnish hard copies of all the uploaded documents, **excepting the Price Bid**.

Disclaimer for e-procurement:

Neither the BL nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

Extension of bid submission

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

No Deviation

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

5. Bid Price

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

- 5.1 The price bid should be completed as per the price bid format.
- 5.2 The basic price must take into account all incidental costs associated with the provision of services including travel, transportation, communications, fees, etc. imposed on the bidder in India or any other country.

6. Bid Security (Earnest Money Deposit)

The bidder shall furnish as part of its bid, a bid security (EMD) for an amount as mentioned in "INVITATION OF BID (IFB)", which shall be interest free and submitted along with hardcopy of the bid, in the form mentioned below.

- 6.1 The bid security shall be in the form of a Pay Order / Demand Draft drawn on "Balmer Lawrie & Co. Ltd." Payable at Kolkata, from a Scheduled or Nationalised Bank other than a Co-Operative or Gramin Bank.
- 6.2 Any bid NOT accompanied with the prescribed bid security, shall be rejected by BL as non-responsive.
- 6.3 The EMD shall be refunded to the unsuccessful bidder(s) on submission of official request.
- 6.4 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.
- 6.5 The bid security deposit may be forfeited:
 - (a) If a bidder withdraws its bid during the period of bid validity period (as mentioned in Sl. #1 of IFB) after submission of bid, except as provided under "Modification and Withdrawal of Bid Section" of ITB.
 - (b) In the case of the successful bidder, if the bidder fails to furnish Performance Bank Guarantee in accordance to **Annexure-I**.

7. 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.

8. Bid opening

- 8.1 Techno-commercial bid of 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.
- 8.2 "Price Bid" shall not be opened by BL on the same day as techno-commercial bid, and same shall remain unopened in the e-procurement site until such time that technical evaluation is completed.

9. Preliminary examination of bids

- 9.1 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.
- 9.2 Prior to the detailed evaluation, BL will determine whether each bid is complete, and is responsive to the bidding documents. A responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents.

10. 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.

11. Award of Contract/ Purchase Order

- 11.1 The bidder who has the overall least TCO amongst the technically qualifying bidders (refer Clause #16 of IFB) shall be awarded the contract/ Purchase Order (henceforth referred to as Contract in this document).
- 11.2 BL 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.

12. Transfer of bid document

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

13. Compliance with company law

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

14 Limitation of Liability

Notwithstanding anything contained herein, neither Party shall be liable for any indirect, special, punitive, consequential or incidental damages (including, without limitation, loss of use, data, revenue, profits, business) under this Agreement and the aggregate liability of bidder, under this Agreement, shall not exceed the fees (excluding reimbursements) received by it under this Agreement during the year preceding the date of such claim.

15 Risk Of Purchase

Where in BL completes procurement and maintenance of the facilities mentioned in the scope of this contract, incurred cost/s to BL shall be determined. Wherein the amount payable to the bidder is entitled to be paid plus the reasonable costs incurred by BL exceeds the bidders contracted price, the bidder shall be liable for such excesses. Wherein such excesses is/are greater than the amounts due to the bidder under clauses above, the bidder shall pay the balance amount to BL, and where such excesses is less than the sums due to the bidder, BL shall pay the balance amount only after deduction of the excesses to the bidder. BL and the bidder shall agree in writing, on the computation described above and the mode in which the balance payable amount will be paid / recovered from the bidder.

SECTION C - Service Volume

Project Introduction

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. Visit www.balmerlawrie.com for details of various businesses and locations of the company. BL is looking for Premium Facility Support at Information Technology Department HO Kolkata and at various BL locations for support on Desktop, Laptops, Printers, OS, Database, LAN, WAN, liaison with service provider/s as engaged by BL from time-to-time during the period of contract. The primary business model comprises of service delivery, network call booking and registering with service vendors followed by follow-up and service restoration as per agreed SLA. The bidder will facilitate in extending all supportive services to run the IT network infrastructure seamlessly.

Present Set Up

PFS will be limited to BL offices and its depots and agents at various locations in India. Offers are invited from reputed and competent bidder with similar experience as per with following terms and conditions.

Description	PREMIUM FACILITY SUPPORT	NETWORK ENGINEER	SENIOR ENGINEER
Earliest Reporting	Engineer should report within seven days of requisition	Engineer should report within one day of requisition	Engineer should report within four hours of requisition
Minimum time to terminate a Engg.	Fifteen days from either side Two days for incompetency	One day from either side	Two weeks from either side
Tentative Locations	Indicative BL locations are Kolkata, N.Delhi, Gurugram, Mumbai, Hyderabad, Chennai, Bengalru, Silvassa.	On call / monthly basis	Monthly basis

Service Delivery Models

The service delivery model for PFS should be flexible and accommodating the changes in IT and should be process driven. The service delivery model broad highlights as follows :

PREMIUM FACILITY SUPPORT
1. All calls via agreed mode are logged, categorized and accorded to appropriate severity levels by BL personnel and allocated to PFS personnel
2. The PFS personnel will promptly attempt to resolute the call.
3. Dockets not resolvable by PFS personnel will be appropriately escalated to backend support team for resolution.
4. Incidents requiring onsite support e.g. hardware break fix, configurations, in coordination with the respective OEM's, AMC, warranty partners and onsite support team.
NETWORK ENGINEER
1. BL will allocate support calls based on severity levels
2. Engineer will render support towards call resolution
SENIOR ENGINEER
1. Network, Cable laying and termination, dressing, shifting of network outlet points, crimping and re-commissioning of existing nodes and network equipment's.
2. Incase of additional / modification / re-routing network connectivity the cost of materials used for the purpose will be paid separately by BL at an actual, but no labor charges will be payable.
3. Liaison with service provider for call logging, follow-up and service restoration, new circuits, shifting / upgradation / downsizing, termination of circuits (VPN,LL,ILL)

2 Service Window

Services	Support (Hours X Days)	Platform
Premium Facility Support	9X6 (0930Hrs – 1830Hrs) IST	MS-Windows 7 and above, Desktops, Laptops, Printers
Network Engineer		LAN,MAN,WAN,VPN
Senior Engineer		OS, Network

PUBLIC e-TENDER ENQUIRY NO.: BL/IT/HO/PFS/PT/201718/0009

DATED : 12/10/2017

DUE ON : 31/10/2017

3 Scope of Work

PREMIUM FACILITY SUPPORT

- Acknowledge the incident/s requiring onsite support on hardware break fix, co-ordination with respective OEM, AMC or warranty partners and online support team.
- Communicating pertinent information regarding incidents and associated progress in a proactive form
- Provide support for end user issues in nodes, OS, client application as agreed in scope

NETWORK ENGINEER

- Configuration of network routers, firewall and switches to meet BL requirements.
- High availability network, VPN port, server reachability, bandwidth utilization.
- Network troubleshooting and restoration in case of any outage.

SENIOR ENGINEER

- Lead the team of support and network engineer/s.
- In depth knowledge of MS Windows OS (Server & Desktop).
- Liaison with engineers for call logging, follow-up and service restoration, new circuits, updation / downsizing, termination of circuits (VPN, LL ,Internet).
- Integrate network augmentation as and when required by BL specifications.

4 Terms for Payment

The bidder request for payment in form of invoice in INR at the end of first month from the date of commencement of service along with ten percent of order value as performance bank guarantee (see Annexure-I) with the first invoice. Subsequent invoices will be quarterly in arrear basis. Payments shall be made promptly by BL, but in no case later than sixty days after submission of an invoice unless there is a clarification that is sought by BL within this time. Payment will be done by EFT mechanism only.

5 Performance Bank Guarantee (PBG)

- 5.1.1 The bidder shall provide a Bank Guarantee amounting to ten percent of the purchase order value from Nationalized Bank in favor of BL at the terms and in amount, manner and form specified in **Annexure I**. 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 bidder and BL.
- 5.1.2 The security deposit furnished by the bidder will be subject to terms and conditions of the contract finally concluded between the bidder and the BL 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 bidder after the expiry of the guarantee period and after he has discharged all his obligations.
- 5.1.3 The PBG would be released within sixty days of their date of expiry. In the event that the AMC is renewed, validity of PBG may be extended/freshly issued in appropriate.
- 5.1.4 Failure of the successful bidder to comply with these requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the bank guarantee.

6 Evaluation Criteria

The objective of evolving this evaluation methodology is to facilitate the selection of the most optimal solution which would be technically qualitative and commercially cost effective (Total Cost of Ownership) over a period of three years that appropriately meets the business requirements of BL. The bid would be first evaluated on technical capability and then on the financials. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the BL. The evaluation shall be on the basis of quality of the services offered and the price quoted.

Bidders Evaluation

Scoring Schema for Facility Support	Marks
Bidders Experience (20 marks) [In case the bidder has rendered services to Balmer Lawrie & Co. Ltd. then experience based on Balmer Lawrie & Co. Ltd. will only be considered for the bidder between 0-20 marks]	
Over Five Years of experience – 20 marks	
Over Three Years of experience but less than five years – 15 marks	
Less than three years – 5 marks	
Bidders Clientele Base (20 marks) (with minimum two clients having turnover >= ₹200 crores)	
Client/s upto 31/03/2017 ≥ 10 - 20 marks	
Client/s upto 31/03/2016 ≥ 5 and ≤ 9 - 10 marks	
Client/s upto 31/03/2015 ≥ 1 and ≤ 4 - 5 marks	
Bidders Expertise on MS Windows Server Ed.(mandatory), LAN, WAN, VPN (20 marks)	
Expertise on all four - 20 marks	
Expertise on any three - 10 marks	
Expertise on any two - 5 marks	
Bidders Presentation on Premium Support Model (40 marks)	
Understanding of BL Facility Support - 10 marks	
Presentation of new Model in fitment to BL requirements – 10 marks	
Usage of specialised Facility Support Tools - 10 marks	
Resource allocation to BL requirements – 10 marks	

ANNEXURES

Annexure-I	Format of Performance Bank Guarantee
Annexure-II	Price Schedule
Annexure-III	Format of Service Level Agreement
Annexure-IV	Indicative diagram of BL Network Diagram

Form # 1

Annexure I

Performance Bank Guarantee

(To be executed on Non-Judicial Stamp Paper of appropriate value)

..... **(Name of the Bank)**

Address

Guarantee No.

A/c Messrs **(Name of Contractor)**

Date of Expiry

Limit to liability **(amount in INR)**

Contract No.

For **(Name of Facilities)**

Subject : Performance Bank Guarantee.

Date 2017

To

.....

.....

.....

[Name and Address of Employer]

Dear Sir,

We refer to the Contract Agreement (hereinafter called the "Contract") Reference No. Dated between you and M/s. **(Name of the Contractor)** (hereinafter called the "Contractor"). Whereas the Contractor has undertaken to produce a Bank guarantee under the Contract including any amendment thereto, to secure its obligations to you for the performance of the Contract including the guarantees and warranty of the Facilities & the equipment supplied.

1. We **(Name of the Bank)** do hereby expressly irrevocably and unreservedly undertake to unconditionally pay to you merely on your written demand, without referring it to the contractor and without protest and demur an amount not exceeding **(amount in INR)**. Any such demand

made on us shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding

2. Notwithstanding anything to the contrary we agree that your decision as to whether the Contractor has committed a breach of any terms and conditions of the contract shall be final and binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but shall pay the same forthwith without any objection or excuse.

3. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Contractor(s) in any suit or proceeding pending before any court or Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder.

4. This guarantee shall come into force from the date of issue of this guarantee and shall remain revocably valid and in force initially up to _____ and the same shall be extended further until the expiry of the Defect Liability Period of the said Contract.

5. This guarantee shall not in any way be affected by you taking any securities from the Contractor or by the winding up, dissolution, insolvency or death as the case may be of the Contractor. We shall not be entitled to proceed against the assets of the Contractor at your site

6. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor, hereby guaranteed by us as aforesaid and we hereby expressly waive all our surety ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

7. This guarantee is in addition to any other guarantee or guarantees given to you by us.

8. This guarantee shall not be discharged by any change in the constitution of the Contractor or us, nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and effaceable by the absorbing or amalgamated company or concern.

9. Notwithstanding anything contained herein before our liability under this guarantee is restricted upto a sum (**amount in INR**) and shall expire on unless a claim or demand is made on us in writing within three months of the expiry date all your rights shall be forfeited and we shall stand relieved and discharged from our liabilities hereunder.

10. We have full power to sign this guarantee under the delegations of powers and notification made under general regulation and resolutions in this regard.

Yours faithfully.

Dated day of 2017

For

(Name of the Bank with office seal)

Annexure II**Price Schedule (To be submitted ONLINE ONLY)**

The price bid would be submitted online in the e-procurement site only. **Hard copy of price bid should NOT be submitted offline.** Given below is the price bid summary table. The bidder should quote in the format below only:

PREMIUM FACILITY SUPPORT			
Sl. No.	Description	Valid for three years	
		Basic Price (₹)	
		MS-Windows 7 and above + Desktops + Laptops + Printers	
1	Facility Support (Desktop + Laptop + Printer + Imaging device) (completed MCSE with final certificate holder only) Min of 2 years of experience	(₹) (man day)	(₹) (man month)
NETWORK ENGINEER			
Valid for three years			
2	Network Support (LAN+WAN+VPN) (completed CCNA with final certificate holder only) Minimum of 3 years of experience	(₹) (man day)	(₹) (man month)
SENIOR ENGINEER			
3	Description	Valid for three years	
		Basic Price (Man month)	
	Senior Engineer (Server + Network Support) (completed MCSE with final certificate holder only) Minimum of 5 years of experience	(₹)	

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 bids.

TAXES & DUTIES	PFS
GST (%)	
Any other tax /charges	

SLA No. : <_____>

SLA Date: <dd/mm/yyyy>

PREAMBLE

This agreement, hereinafter called the Service Level Agreement (SLA), is made on the day of _____ on behalf of <full name of the bidder> a company incorporated under the Companies act, 1956 having its Registered office at <set out full name & address of the registered office> regional office at <set out full name & address of the regional office> (hereinafter called "_____") of the ONE PART and Balmer Lawrie & Co. Ltd. a company incorporated under the Indian COMPANIES Act, 1913 having its Registered office at 21, Netaji Subhas Road, Kolkata-700001 (hereinafter called CUSTOMER which expression shall unless repugnant to the context include its successors in business, legal representatives and administrators or permitted assigns) of the OTHER PART.

NOW THE AGREEMENT WITNESSETH as follows :

1. CONTRACT PERIOD

The validity of this contract shall be for three years. Contract will be renewable at the end of each year based on the quality of performance in the previous year(s).

Date of effect : This agreement shall become effective from the date when executed and delivered by each of the parties but not later than the date of final commissioning of the respective services.

2. DETERMINATION OF FAULT RESTORATION

- a. BL will ensure availability of staff for testing the correctness of the support /solution provided by the bidder. On satisfactory results BL staff will give a closure sign off.
- b. BL will provide all necessary assistance and access to the facilities for preventive and corrective maintenance to the bidder staff at all time.
- c. Following disruption in services will remain excluded from fault duration.
 - i. Unavailability of service due to power failure at BL premises
 - ii. Unavailability of service due to force majeure at BL premises
 - iii. Delay in response caused by third parties.

3. PROCEDURE OF FAULT BOOKING

- a. BL will allocate the fault to bidder. Date and time of booking of fault tickets will be taken as the reference for the purpose of calculation of duration of non-availability of service.
- b. Bidder should abide by the prescribed fault restoration procedure of BL

4. RESTORATION OF FAULT

- a. On allocation of fault, bidder shall make best effort to localize the fault. BL will provide all necessary support for enabling testing of the service restored to normal.
- b. In case of BL unable to provide necessary facilities to the bidder, bidder test the services to the best of their knowledge and belief.

5. TERMINATION OF AGREEMENT

- a. This agreement may be terminated only by the mutual and written consent of both the parties giving **sixty days** of notice period in advance.
- b. Consequence of termination : Termination of this agreement shall be without prejudice to the accrued rights and liabilities of the parties at the date of termination, unless waived in written by the agreement made by the parties. On termination of this agreement the contract relinquish with immediate effect.

6. **SEVERABILITY**

Should any part of this agreement be declares unenforceable by local law through direction/ order / regulation or in terms of license / amendments or order of the Government, the Parties will cooperate and allow all appropriate steps to amend, modify or alter this agreement.

7. **MISCELLANEOUS**

- a. **Assignment** : This agreement shall be binding upon the respective successors and permitted assigns of both the parties. The rights of the parties here under may not be assigned in part to any third party without the prior written consent of the other party.
- b. Any such permitted assignments shall not relieve the assigning party of any liability whether occurring before or after such assignment, arising out of the activities carried out or events occurring prior to such assignments.
- c. **Modifications** : Any of the terms and provisions of this agreement, including all Exhibits hereto, may be waived, amended, supplemented or otherwise modified only by a written instrument executed by the parties specifically and clearly stating that it is an amendment to this agreement.
- d. **Consequential Damages** : Bidder shall not be liable to the BL notwithstanding any other provision to contrary herein or under law and to the extent of any such right under law, BL hereby expressly and irrevocably waives its right thereto for any indirect or consequential damages arising out of this agreement including, but not limited to, loss of revenue and profit.

8. **DISPUTES AND ARBITRATION**

In the event of any disputes or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Bureau of Public Enterprises. Upon such reference the dispute shall be decided by the law Secretary or the Special Secretary/Additional Secretary when so authorized by the law Secretary whose decision shall bind the parties finally and conclusively. The parties to the dispute will share of the award to the Law Secretary, Department of Legal Affairs, Ministry equally the cost of arbitration as intimated by the Arbitrator. The seat of arbitration shall be Kolkata and the language of arbitration will be in Indian English only.

9. **FORCE MAJURE**

Neither the bidder nor BL shall be liable to the other for any delay in or failure of performance of their respective obligation under the agreement caused by occurrences beyond the control of the bidder or BL including but not limited to fire (including failure or reductions), acts of God, acts to the public enemy, wars, insurrections, riots, strikes, lockouts, sabotage, any compliance therewith or any other causes, contingencies of circumstances similar to above. Either party shall promptly but not later than twenty days thereafter notify the other of the commencement and cessation of such contingencies, and if such contingencies continue beyond three months. Both parties agree upon the equitable solution for termination of this agreement or otherwise decided the course of action to be adopted.

Signature of Authorized Signatory

Name :

Designation with Office Seal

Place :

Dated :

<dd/mm/yyyy>

