

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

**RFP No. :BL/IT/HO/SAP/PT/201718/0015**

**Dated: 25/01/2018**



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

**Request for Proposal (RFP)**

**For**

**Support of SAP ERP Functional Modules**

**Information Technology Department**

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

**Contact: 033-22225412, 9903898731, E-Mail: ray.k@balmerlawrie.in**

Activities	Last Dates / Period
Contact Person	Krishanu Ray
Designation	Associate Vice President
Address	Corporate Information Technology Department, Balmer Lawrie & Co. Ltd 4 <sup>th</sup> Floor, 21, Netaji Subhash Road, Kolkata - 700001
Float Request for Proposal (RFP)	25 <sup>th</sup> January 2018
Pre-bid Meeting	14 <sup>th</sup> February, 2018, 1100 hours at Balmer Lawrie & Co. Ltd 4 <sup>th</sup> Floor, 21, Netaji Subhash Road, Kolkata - 700001
Tender Reference No	BL/IT/HO/SAP/PT/201718/0015
Earnest Money Deposit	Rs. 1,00,000.00 (INR One LAKH ONLY)
Due date and time for Submission of Proposal	28 <sup>th</sup> February 2018, upto 1600 hrs
Date and time for Opening the Technical Bids	5 <sup>th</sup> March, 2018
Presentation by Vendors on approach	19 <sup>th</sup> March, 2018
Validity of Bid	180 days
Validity of Price/Quoted Commercials	3 years from the date of contract with successful bidder.
Website	<a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a> <a href="http://www.balmerlawrie.com">www.balmerlawrie.com</a>

BL shall not be responsible for any missing addenda, attachments or other information regarding the RFP if a proposal is submitted from an incomplete RFP.

**Statement of Confidentiality:**

This document contains information that is proprietary and confidential to The Balmer Lawrie & Co. Ltd. (BL), which shall not be disclosed outside the bidder's company, transmitted, or duplicated, used in whole or in part for any purpose other than its intended purpose. Any use or disclosure in whole or in part of this information without explicit written permission of The Balmer Lawrie & Co. Ltd. (BL) is prohibited. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to BL. BL may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with BL or any of its customers, suppliers, or agents without the prior written consent of BL. Any use or disclosure in whole or in part of this information without explicit written permission of Balmer Lawrie & Co. Ltd. Limited (BL) is prohibited.

To,

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

Dear Sir/Madam,

Balmer Lawrie & Co Ltd. (BL) wishes to appoint competent Firms for providing Annual Maintenance Support Contract of their 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 providing of the same as well as resource and the equipment requirements.

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](http://www.balmerlawrie.com) and our eProcurement Platform <https://balmerlawrie.eproc.in>

Bidders are advised to study the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

The response to this tender should be full and complete in all respects including Annexure, Forms and the enclosures / attachment / supporting required to be accompanied with the RFP. The bidder has to completely fill all the Forms mentioned Section 9 of the RFP. Incomplete bids received are liable to be rejected.

Incomplete or partial bids will be liable to be rejected. The bidder must quote for all the items asked for in this tender.

The bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation and demonstration for the purposes of clarification of the bid, if so desired by BL. BL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

The bidders are advised to submit their most competitive offers online complete in all respect and as per the terms and conditions stated in the Tender Document, 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.

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

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:

- 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. All Forms and Annexure attached
- VIII. Soft Copy of the Documents in a CD
- IX. 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
Mr. Tirtha Das (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290
Mr. Tuhin Ghosh (Kolkata)	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071
Mr. Partha Ghosh (Kolkata)	<a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>	+91-8811093299
Mr. CH. Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284159
Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	+91-022-66865608

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 favour of Balmer Lawrie & Co. Ltd, payable at 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 Mr. Krishanu Ray, Associate Vice President , Information Technology Department, 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 (BL) 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 **[ray.k@balmerlawrie.in](mailto:ray.k@balmerlawrie.in)**

Please acknowledge receipt and confirm your participation in this tender.

Thanking you,

Krishanu Ray

Associate Vice President  
Corporate Information Technology Department  
Balmer Lawrie & Co. Ltd  
21 Netaji Subhas Bose Road  
Kolkata 700 001

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# 1 Introduction

## 1.1 Document Purpose

The main purpose of this RFP document is to invite competitive bids from the eligible bidders for providing onsite Support Services of SAP ECC Functional Modules (such as SD, PP, QM, FICO, MM, HCM, PS and PM etc.) and its associated components implemented in BL, as per scope of work (SOW) defined in section 4.

## 1.2 Document Structure

This RFP is organized into 9 sections:

Section Number	Description
Section 1: Introduction	Describes the purpose of the document as well as the details contained in each section.
Section 2: Overview of BL and current IT setup	Provides a brief overview of BL as well as an overview of the current IT setup (Landscape and Application Details)
Section 3: Eligibility Criteria	Provides criteria for Vendor Qualification.
Section 4: Scope of Work	Provides bidders with the scope of work.
Section 5: Proposal Submission	Describes the general instructions and all relevant information with respect to submission of proposal.
Section 6: Proposal Evaluation	Describes the process and criteria for evaluation of proposal.
Section 7: Award of Contract	Provides application with details regarding awarding of contract and the related terms and conditions.
Section 8: Annexure	Provides bidders with the detailed Information about existing IT Setup.
Section 9: Forms	Provides bidders with the FORMS that need to be filled in and submitted as part of their response to this RFP.

# 2 Overview

## 2.1 Overview of BL

**Company Profile:** Founded by two Scotsmen, Stephen George Balmer and Alexander Lawrie, in Kolkata, Balmer Lawrie & Co. Ltd. started its corporate journey as a Partnership Firm on 1st February 1867. Traversing the 151 years gone by, today Balmer Lawrie is a - I Public Sector Enterprise under the Ministry of Petroleum and Natural Gas, Govt. of India, with a turnover of Rs. 1901 crores and a profit of Rs. 254 crores. Along with its five Joint Ventures and two subsidiaries in India and abroad, today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases & Specialty Lubricants, Corporate Travel and Logistics Services. It also has significant presence in most other businesses, it operates, viz, Leather Chemicals, Logistics Infrastructure etc. In its 150 years of existence, Balmer Lawrie has been successfully responding to the demands of an ever changing environment, leveraging every change as an opportunity to innovate and emerge a leader in industry.

Today, Balmer Lawrie has emerged as a multi-activity, multi-technology, multi-location conglomerate with global footprints - along with its joint ventures, encompassing diverse interests across sectors.



The major business units that form Balmer Lawrie include -

**Industrial packaging (IP):** This business unit is India's leading manufacturer of MS drums and has factories in Talaja, Silvassa, Chennai, Chittoor, Kolkata and Asaoti. The drums are manufactured in a range of various thickness configurations to suit different types of products (solid/ liquid), type of filling (cold/ hot), stack ability. The leading products that are packaged in these drums include lubricating oils and greases, additives, transformer oil, chemicals, food products, bitumen.

**Greases & Lubricants (GL):** Balmer Lawrie's Greases & Lubricants business unit enjoys the pride of being one of the ten largest grease manufacturer in Asia & largest grease producer in India. The unit presently has over 2.3% of the market share in the grease and lubricants space. The manufacturing facilities are spread across Kolkata, Silvassa and Chennai; the annual production of Balmerol brand of lubricants is approximately 48,000 mt/kl. The business unit has 4 regional and 6 district marketing offices to cement its channel distribution network and retail sales.

**Leather/ Performance Chemicals (LC):** Balmer Lawrie had entered the field of Leather Chemicals in 1983 by taking up manufacture of Synthetic Fatliquors through commercialisation of a technology developed by the Central Leather Research Institute, Chennai. Over the years, Balmer Lawrie has added several new products and formulations, developed in-house in its modern R&D facilities at Chennai. The Company now offers a basket of Synthetic Tanning Agents and Synthetic / Semi-Synthetic high performance Fat liquors, beam house chemicals, finishing chemicals manufactured in its modern plants at Chennai. The Company operates Technical Service Centres at Chennai, Ranipet, Ambur, Kolkata and Kanpur, the major centres of leather production in India. The service network for Leather Chemicals is backed by a network of friendly Dealers / Stockiest who are present in each pocket of leather industry in India and in several countries in South East Asia.

**Logistics Services (LS):** Balmer Lawrie offers seamless Logistics Solutions to its clients through a countrywide network of offices including all Major Airports & Ports in India, and a World-wide network of associates in more than fifty countries. The expertise of Balmer Lawrie in Logistics Services dates back to Nineteenth Century when it started this activity and it has grown manifolds over the past decade. Balmer Lawrie is the only major PSU in the arena of complete Logistics Services and related solutions, with equal focus on Public and Private Sectors. Services include Air Import Consolidation, exports by Air and Ocean, Ocean Imports, Air Chartering and Project Cargo Handling.

**Logistics Infrastructure (LI):** Balmer Lawrie operates 3 state-of-the-art Container Freight Stations at Mumbai, Chennai and Kolkata, with over 2.5 million sq ft of covered and open warehousing space and an array of services to the export/import trade. Balmer Lawrie's Container Freight Station at Navi Mumbai spreads over 20 acres and will shortly be expanding to 26 acres. The Container Freight Stations at Chennai and Kolkata are spread over 10 acres each. At both these locations expansion is underway with Chennai adding 12 acres and Kolkata 6.5 acres. Our facilities at Mumbai, Kolkata and Chennai act as hubs enabling Balmer Lawrie to cater to the demand of traffic in the western, eastern and southern regions of the country. Balmer Lawrie has chalked out an extensive plan to set up a network of warehouses at key cargo generating regions in India and is developing warehouses leveraging technology to ensure integrated facilities and higher operational efficiencies. The focus is on palletization, binning, multi-tier racking, RFID and material handling equipment to enable quick storage and retrieval.

**Refinery and Oil Field Services (ROFS):** The Refinery & Oilfield Services (ROFS), an integral part of the Engineering & Technology Services portfolio of Balmer Lawrie relates to services provided in the high technology oil & gas related areas. In this domain the focus is on providing environment friendly services centered around prevention & recovery of hydrocarbon wastes. This activity assumes greater significance with the all-round concern on twin aspects of environment & safety. The activities are mainly distributed across client locations, with the head office located in Kolkata. Salient activities of this business unit include crude oil sludge cleaning, hydrocarbon recovery, vapour loss prevention, decontamination and composite repair.

**Tours & Travel (T&T):** Balmer Lawrie's Tours & Travel business unit manages travel and tour bookings for a majority of the government and PSU. In addition to this, the business unit is open to normal customers for booking tickets, as well as complete tour packages. There are multiple catalogues that have been created to cater to various geographies. The offices are distributed across multiple cities within India.

HR and FICO has been implemented across all division/function of the organization. All function of the manufacturing divisions such as Industrial packaging, Greases & Lubricants Division, Leather Chemical Divisions are running in SAP. FICO of LS, LI, T&T are integrated with FICO through SAP PI (Process Integration), though they are in various other platforms.

BL is organized into 11 Strategic Business Units (SBU) & support functions namely:

Sl. No.	Division Abbreviation	Division Name	Type
1	IP	Industrial Packaging	Operations
2	G&L	Greases & Lubricants	Operations
3	LCD	Leather Chemicals Division	Operations
4	ROFS	Refinery and Oil Field Services	Operations
5	LS	Logistics Services	Operations
6	LI	Logistics Infrastructure	Operations
7	T&T	Tours & Travels	Operations
8	HR	Personnel and Administration	Support
9	Finance	Finance	Support
10	CA	Corporate Affairs	Support
11	IT	Information Technology	Support

Finance, HR, CA and IT are the support functions to the main operational divisions.

## 2.2 Overview of IT Project & Current IT Setup

BL has gone live with a large scale integrated SAP ERP implementation project to bring in Enterprise wide transformation using State of the art technology. Most of the business processes for IP, G&L, LCD, HR, Finance and IT are mapped in SAP net weaver platform (Enterprise Architecture Tool) on a real time basis. Divisions such as LS, LI, T&T are using various different applications, which are integrated with SAP FICO through SAP PI.

The SAP modules implemented and its functionalities are given below:

## 2.2.1 SAP Modules implemented in BL

Sl. No.	Functionality	SAP Module	Implementation Status
1	Finance and Control	SAP FICO	Implemented
2	Materials Management	SAP MM	Implemented
3	Sales & Distribution	SAP SD	Implemented
4	Production Planning	SAP PP	Implemented
5	Quality management	SAP QM	Implemented
6	Human Resources	SAP HCM (PA, OM, Time)	Implemented
7	Human Resources	SAP HCM (LSO, E-Recruitment on EP)	Implemented
8	Human Resource	HR Renewal along with FIORI applications for specific processes.	To be implemented
9	Employees Self Service (through SAP EP)	ESS/MSS	In Progress
10	Payroll Process	SAP Payroll	In Progress
11	Project Management for Project Division & ROFS	SAP PS	Implemented
12	Plant Maintenance	SAP PM	Implemented
13	Integration of SAP with other SAP and non-SAP applications for SBU:LILS & T&T SAP system	SAP PI (Process Integration)	Implemented
14	Management Information System	SAP Business Warehouse and Intelligence. (BW/BI)	Implemented
15	Enterprise Portal	SAP EP	Implemented
16	Document Management System.	SAP DMS	Implemented
17	Master Data Management.	SAP MDM	Implemented
18	Vendor Registration	ROS of SAP SRM (Supplier Relation Management)	Implemented
19	Access Control and Risk Management	SAP GRC (Governance Risk and Control compliance)	In Progress
20	Incident Management for Support of SAP Modules	SAP Solution Manager	Implemented

## 2.2.2 Business Specific COTS (Commercially off the Shelf) Products

BL has implemented few COTS products for their business of LS, LI, T&T. These systems are integrated with SAP ECC using SAP PI (Process Integration) for FICO transaction.

## 2.2.3 Existing IT Setup

The landscape diagram, Server details, Product details, Modules, sub modules, Processes, interfaces implemented in BL are described in the Annexure A.

### **3 Eligibility Criteria**

1. The Bidder should satisfy ALL of the following Eligibility Criteria for Technical Qualification:
2. Bidders should have relevant experience (in respect of services for which this tender has been floated) of at least 2 continuous years in the last 5 years wherein he should have provided SAP Support or implementation services. (Copy of Purchase order or Contract to be attached).
3. Bidder should have two SAP support or implementation project experience in an organization having User base of at least 500 SAP users. The scope of the same should cover SAP functional modules such as FICO, MM, SD, PP, QM, PM, HCM along with SAP ESS/MSS through Enterprise Portal and SAP technical platforms like SAP ABAP, ABAP-HR, WebDynpro, Workflow, SAP BASIS. (Copy of Purchase Order/Contract as well as job completion certificate to be attached as a proof).
4. Bidder should have two SAP implementation or support project experience in an organization having integration of SAP system with Non-SAP system using SAP PI.
5. The Bidder should not have been black listed / debarred at the time of submission of Tender, by Government of India or Central PSU / PSE.
6. Bidders should have implemented SAP (SD, MM, PP, PM, QM, FIOC, HCM, EP, PI) in an organization whose turnover should be more than 500 crores. (Copy of audited Balance sheets should be attached)
7. A photocopy of PAN No. and GST Registration No. should be submitted by the tender along with Part I of the Tender. (Refer Form A2)

**(Note: The bidder should make necessary arrangements for verification of the clientele/ project details provided for above criteria through mail/phone/site visit etc.)**

### **4 Scope of Work (SOW)**

A description of the envisaged scope is enumerated as under. Based on the contents of the RFP, the selected successful bidder shall be required to independently arrive at the Methodology, based on globally acceptable standards and best practices, suitable for BL. The BL expressly stipulates that the selection of successful bidder under this RFP is on the understanding that this scope contains only the principal provisions for the entire assignment. The successful 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 BL.

#### **4.1 Detailed Scope of Work**

1. This scope of work includes On Site & Of Site support activities of the following modules implemented in BL (Details of the process implemented for each module are given in the annexure A):
  - a) SAP FICO
  - b) SAP MM
  - c) SAP SD

- d) SAP HCM (PA, OM, Time on ECC and LSO, E-Recruitment on EP)
- e) SAP PS
- f) SAP PM
- g) SAP PP
- h) SAP QM
- i) SAP PI
- j) SAP PPS (only ROS)
- k) SAP ABAP, ABAP-HR, Workflow, WebDynPro
- l) SAP BASIS
- m) Interfaces
- n) Integration and data extraction to BW

2. The successful bidder will be responsible:

- a) Helpdesk
- b) Process, Configuration, Integration, testing and support
- c) Code Change, Bug fixes support for resolving problems and issues during the support period
- d) Proactive Monitoring of the SAP Landscape
- e) Periodic Back Up and System Refresh/Client Copy Activity

3. For all these support activity adequate dedicated resources will be deployed at BL's Kolkata office by the successful bidder.

4. The proposed support scope shall cover the following offices of BL:

- a) Head office - Kolkata, 21 N S Road (Registered office)
- b) Other offices at various locations in India
- c) However, the support activities will be carried out from Kolkata office sites only which is having primary data centre.

5. The successful bidder should provide contact numbers, email addresses, escalation matrix of a dedicated support team. BL shall be kept informed well in advance in case any changes are being made in the contact details. BL also maintains attendance sheet as per procedure.

6. At least one consultant having more than 3 years of relevant experience should be deployed for each modules such as FICO, MM, SD, PP, QM, HCM, ABAP, Basis to guide the other support team members. One consultant in FICO module should be a Chartered Accountant.

7. The vendor shall ensure that a senior support team manager (project manager) having more than ten years of SAP experience provides consistent leadership and performance monitoring for vendor staffing for effective support.

8. BL is having their own team of functional and technical consultants, who will have full authorization to perform change, incorporate new features but this will be done based on mutual understanding with the AMS partner and with shared documentation.



9. BL may choose different vendor for any incorporation of any new functionality. AMS vendor has to provide all kind of support to the vendor/BL in such situation.
10. BL should be notified by the successful bidder for any change of resources/consultants in the support team.
11. The consultants of successful bidder will use SAP Solution manager tool implemented/configured in BL for Incident management and recording/tracking of issues raised during support period.
12. The successful bidder is responsible for maintaining the knowledge database in the incident management tool (SAP Solution manger) for the issues getting resolved so that the same can be used by the support team to provide solution for similar incident/issues in future.
13. The successful bidder shall support current or upgraded version of the ERP SAP ECC 6.0 EHP7 implemented in BL. BL may choose to upgrade the version of the product depending on the additional functionality & features offered. Successful bidder shall support the deployed or upgraded version of SAP during the support period.
14. The successful bidder should apply the necessary patches and releases, as and when available on development quality and production environment. The patches should be tested by the support team in Development/Quality environment and subsequently UAT will be carried out by the end users in the Testing environment before they are implemented in production. Any major version upgrade will be considered as outside of scope of AMS Support.
15. The change management in BL is a predefined process which keeps track of all the changes carried out in the system through proper documentation and approval mechanism. The successful bidder, during this support phase, should follow the procedure for any Change in the system. All such changes depending on the type of requests would follow one of the below mentioned path of the change management process.
  - a) Any system error, issues, bug fixes or any recommendations from Product vendor SAP, will be carried out by the successful bidder without any additional cost to BL.
  - b) Any changes related to the existing interfaces like addition/deletion of new fields, changes in the mapping, creating/modifying static and dynamic queues, structural changes etc. will be carried out by the successful bidder without any additional cost to BL.
  - c) Minor configuration changes and all operational and functional activities will be carried out by the successful bidder without any additional cost to BL.
  - d) Any change requests pertaining to the processes implemented in BL for the module defined in the scope will be considered as non-commercial Change request. In this case the successful bidder will carry out the changes without any additional cost to BL.
  - e) For changes pertaining to completely new processes, or any new developments etc., the total efforts (man days) required for the change requests will be mutually agreed by both the successful bidder and BL.

*If the total efforts required are less than five person days subject to monthly cap of 20 person days, then the successful bidder will implement the change free of cost. In case of changes requiring efforts more than 20 person days in a month, BL will obtain a management approval for the financial implication to carry out the changes.*
16. Any changes due to Union/state budgets, Statutory/Legal compliances (i.e., circular/notifications/notice by statutory bodies like CBDT, CBEC, Ministry, SEBI, RBI etc), Suggestion from auditors are included in the scope. No additional cost will be paid subject to the condition the total effort be within 20 man days.

17. Financial reports like Balance sheet, trial balance etc. is generated from SAP system. Hence, successful bidder should ensure that the closing activities are performed in time to comply with the statutory requirements. Any issue impacting the closing should be resolved on highest priority to meet the timelines and avoid any business impact.
18. The successful bidder will analyse the messages failed in interface. They will find out the root cause of the failure of the messages and will suggest suitable solution to fix such issues in case problem is due to non-SAP system. The vendor has to resolve issues/changes required in PI system to set right such interfaces with SAP landscape.
19. The successful bidder will implement SAP Notes as and when required without any additional cost.
20. The consultants of the successful bidder will bring their own devices (Laptops) along with required licensed software such as team viewer, MS office etc. BL will not provide Software and LAPTOP/Desktop to the vendor. However the printing facility will be provided by BL.
21. The successful bidder should maintain all the necessary documentation (i.e., Functional specs, Technical Specs, List of affected codes, Test scripts, Unit test plans, System Test plans etc) for any changes they perform in the system. All these documents should be approved by BL.
22. The successful bidder should also carry out Code review, SIT of the process / module (including co-ordination with other vendors), Unit testing, Integration testing of components etc. They will also be responsible for conducting the User acceptance testing for the same where the users will participate.
23. The successful bidder should suggest suitable T codes / Roles and Authorizations for using the SAP system by all types of users.
24. The successful bidder should do hand holding activities to the users wherever required. BL may ask the consultants of the successful bidder to provide training for some processes to the users as per the requirement.
25. The basis consultants of the successful bidder will perform all type of monitoring and administrative activities like restarting SAP servers, maintenance of system configuration, administration for Browser-Based User Dialogs, User Administration (ABAP/JAVA), RFC Connections and monitoring, Administration for External Communication, Scheduling Background Tasks, Printer Connections, System Monitoring and Trouble Shooting, Setting Up an SAP System Landscape, SLD monitoring, Creating/ Exporting/importing Transport Requests, Client Tools, SAP Note Assistant, Support Package Upgrades, System Workload Analysis, System trace monitoring, Performance Analysis Monitors, SAP Memory Management , System Load Verification, Expensive SQL Statements Analysis, SAP Table buffering, Database Overview and monitoring, DB Monitoring( log space, table space etc.), Recovery, DBA activity, system refresh activity, client copy, EWA report maintenance, primary dump analysis, system log monitoring, TREX and Web Despatcher and issue of SAP GUI. The successful bidder will perform SAP BASIS activities in Development, Quality and production across SAP landscape. They will also perform all the System Monitoring and health check activities for smooth running of the servers.
26. The successful bidder shall prepare weekly/monthly status reports and submit to BL. The project manager of the Successful bidder will prepare the presentation for the steering committee meeting (to be held quarterly) and present the same to BL management. A senior representative of the successful bidder will attend all the steering committee meetings to be held at BL's corporate office
27. The successful bidder will follow ITIL Framework for support and PMI methodology for project related activities during the support period.



28. The successful bidder shall interact with other product vendors / support vendors for system related issues in co-ordination with BL.
29. Bug fixes/program changes will be tested by the support team in Development environment and subsequently UAT (user acceptance testing) will be done by the end users in the Quality environment before they are transported to production.
30. Any SAP product level issues needs to be intimated through SAP market place and a follow up on the same for quick resolution.
31. System outages are to be met with an immediate response, with continued effort until the issue is resolved. Events impacting a single work group or inconveniencing the entire organization, (for example, failure of SAP module or part of it for which BL will incur financial loss) should be responded to within 30 minutes, with resolution to be provided within 2 hours.
32. The support team should provide suitable solutions whenever there are requirements for integration between systems and any reporting requirements coming from the business users for BW/BI report developments. Any changes with respect to those requirements should be handled by the support team.
33. The Successful bidder is also responsible for handling issues/ changes related to integration of MM and SRM modules.
34. If any support is required pertaining to SAP applications in DR site then same should be extended by the successful bidder to the DR site.
35. The successful bidder will follow the holiday calendar of BL. They should deploy onsite support team during the BL working days from Monday to Saturday (9.30 AM to 6.30 PM). The vendor team has to work late after working hours and attend issues on holidays as and when required without any additional cost to BL.
36. During urgent work or any special occasion, BL would ask the consultants of the successful
37. The vendor shall, at his own cost, arrange for necessary insurance to cover all the risks assumed by the vendor under this contract in respect of its deputed personnel for the execution of this contract during the entire period of the Contract. BL shall have no liability against any loss/ damage/ injury etc. to its personnel or any other concerned regard what so ever.
38. If any consultant is found to be not having requisite qualification or skill or his performance or conduct is not found satisfactory, he shall be summarily removed within 48 hours of being given notice in writing. The vendor shall provide a substitute within a period of 1 week from the time of receipt of notice and permanent manpower to be provided within one month failing which the vendor shall be liable for non-performance deduction for entire period of absence.
39. If the consultant, posted at the site, fail to attend BL office without suitable replacement being provided by vendor, a penalty as defined in SLA per may be imposed on vendor and the same will be deducted from the ensuing bill of the vendor.
40. Highly skilled consultants shall be engaged/ provided by the vendor for every activity (onsite/offsite). The consultants provided by the vendor shall be capable to carry out all the activities as mentioned under scope of work to meet the SLA stipulated in the contract.
41. The team of onsite consultants shall comprise of persons having minimum three years experience and atleast one SAP project implementation experience.
42. In line with the above, vendor will need to submit the qualification & experience of their consultants and their proposed deployment schedule before the commencement of the project. The qualification of consultants shall be checked by BL. If BL is not satisfied with the documents submitted, the vendor shall withdraw such consultants and commence the work only after suitable consultants are available for deployment. BL may decide to conduct

interview of the deputed consultants. Only people qualifies in the interview can only be deputed in the project.

The Vendor shall keep BL indemnified from and against any and all claims, actions, demands and proceedings whatsoever brought or made against BL on the basis of any patent and / or Intellectual Property Right and / or infringement thereof claimed in relation to the work or software or otherwise relative to any method or process employed or matter or thing done or any part, component or material used in connection with any supply made or work carried out by the Vendor under the contract; and the Vendor shall, at its own risks and expense, defend any suit for infringement of patent or other intellectual property brought against BL (whether with or without the Vendor being a party thereto) and shall pay any damages and costs awarded in such suit, and keep BL indemnified from and against all consequences thereof.

If any Software, part, component or material used or methods or processes practiced, applied or employed in the work or otherwise for formulating, developing modifying or adapting the software to conform with the requirements of the contract is/are covered by a patent and/or any Intellectual Property Right(s) in respect of which Vendor is not licensed, the Vendor shall, before supplying the software or applying or employing the method or process, as the case may be, obtain such license(s) and pay such royalty(ies) and license fee(s) as may be necessary to such Supplier/Licensor under this contract.

**Level 1 Support (Help desk):** Level 1 support team would receive the tickets in solution manager and try and resolve if any solutions are directly available. They would assign all unresolved tickets to the concerned Level 2 support team. Communications to users in all cases will be done proactively by Level 1. Telephonic support, email support or end user level support on their desk has to be provided by successful bidder as and when required. Level 1 team may raise the issue in incident management tool (solution manager) for record purpose if the issue is reported through email or telephonically.

**Level 2 Support:** Level 2 support team will be responsible for detailed problem determination of issues escalated from Level-1. This detailed problem determination includes simulating the issues, determining the point of failure by stepping through the ABAP Code or configuration processes, and identifying the problem resolution. All application support tickets, master data or transactional data related tickets will be handled in Level 2.

**Level 3 Support:** The level 3 support team will be expected to have the deepest level of application or product understanding. This team should understand both the standard application features as well as the detailed components of the customized features. As and when bugs occur in the code or configuration, the level 3 support person will be responsible for making changes to system in development client, transporting them, communicating the change to the level 2 support person, who can then resolve, test and close the user call. For the more technical roles, this includes not only user calls/issues, but also those problems found by the proactive application monitoring being done on a regular basis by the level 2-support person. Therefore, the level 3 person may also have to apply patches, complete performance tuning, re-create tables or indexes, etc. Level 3 consultants should interact with SAP product team (through market place, telephonically) in case there is an issue / bug in the product level to resolve the issue effectively.

43. The successful bidder will adhere to the following Service Level Agreements (SLA) related to both the Level 1 and Level 2/3 support for the production problems:

#### Severity Level Details:

- a) Severity1 (Critical) - A critical function is not available or very seriously impaired for any SBU and module combination. The impact on business is severe and a large number of end users are unable to perform their normal work. The system is unable to be used for normal business activities. No viable workaround is available. There is certainty of financial loss to Balmer Lawrie.
- b) Severity 2 (High) - An important service is seriously impacted by a problem. Few users are impacted. There is no realistic workaround available and financial, customer-related, or safety related impacts could occur. There is a problem with part of the system, which impacts on BL's decision making. No viable workaround is available. There is a likelihood of financial loss.
- c) Severity 3 (Medium) - A non-critical service is unavailable or impaired by a problem. There is no direct immediate impact on business. Work can continue with minor disruptions or loss of efficiency. Alternative ways of performing normal work are available.

#### SLA time for resolution of the issues will be as below:

Time To \ Severity Levels	Severity 1	Severity 2	Severity 3
Response Time	30 Minutes / ASAP	1 Hours	4 Hours
Workaround	2 Hours / ASAP	8 Hours	24 Hours
Resolution	4 Hours / ASAP	48 Hours	72 Hours

- Severity 1 issues would be attended on 24x7 basis.
- Severity 2 & 3 issues would be attended within working hours.
  - All analysis and supporting screenshots should be gathered by the vendor. In case of attaching the respective documents in SAP SOLMAN, BL Team will decide their action.
  - The “resolution duration” refers to the total number of clock hours within which the fault that has been reported to the Level 1 or Level 2/3 support contact person should be resolved, starting from the time of reporting.

## 4.2 Deliverables

- a) Weekly reports on Issue Analysis, resolved and pending activities.
- b) Monthly review report on the issues resolved and Document containing details of Changes handled, Transports moved etc. wrt each Issue reported.
- c) Minutes of Meetings for all the meetings with the users, vendors and other stake holders.
- d) Knowledge database building through Solution Manager for the issues being resolved.
- e) All documentation involved in Change Management Process defined in the Scope.

- f) Business blueprint, Configuration documents, Functional Specification Document, Technical Specification document, source code wherever there is a change.
- g) Patch upgrades documentation as and when the patch upgrade activity is performed.
- h) Scheduling and documentation of Technical support activities across SAP landscape.
- i) Monthly updated Support team details and escalation matrix with responsibilities during business hours and after office hours including weekends should be submitted.
- j) User Manuals and Training documents for newly implemented processes or for any changes in the existing processes.
- k) Monthly attendance sheet will be submitted to BL which will be verified against the Attendance registers maintained by BL.

### 4.3 Knowledge Transfer (KT) procedure

It is the responsibility of the successful bidder to ensure that the knowledge transfer is carried out in all respect from the existing vendor of BL. The duration required for this knowledge transfer will be decided by BL and intimated to the successful bidder during the award of the contract / work order.

The successful bidder should deploy adequate resources to carry out the complete knowledge transfer effectively within the stipulated timeline provided by BL without any cost to BL.

## 5 Proposal Submission

### 5.1 General Instructions for Completing Applications

#### 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
Mr. Tirtha Das (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290
Mr. Tuhin Ghosh (Kolkata)	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071
Mr. Partha Ghosh (Kolkata)	<a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>	+91-8811093299
Mr. CH. Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284159
Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	+91-022-66865608

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 / Bank Guarantee in favour 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 / Bank Guarantee 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. The hardcopies comprising of technical bid and EMD, as explained above should reach the office of Mr. Krishanu Ray, AVP [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 [ray.k@balmerlawrie.in](mailto:ray.k@balmerlawrie.in)

- a) This tender is meant for the exclusive purpose of bidding as per the terms & conditions indicated. It shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.



- b) The RFP for all intents and purposes is final. However BL reserves the right to bring about any changes in requirements/scopes and the same will be communicated to the bidders well in advance so as to allow the bidders, sufficient time to prepare their proposal.
- c) Each bidder should not submit more than one Bid.
- d) The number of parties required to perform the contract will be ONE (01) in number.
- e) Negotiations may also be carried out with L1 party.
- f) The bidder has to completely fill all the Forms mentioned Section 9 of the RFP. Incomplete bids received are liable to be rejected.
- g) If any alteration is found in the tender document downloaded from BL/e Procurement Website, the submitted tender is liable to be rejected.
- h) Tenderers which do not meet the technical pre-qualification requirements, as prescribed in clause No.3 (Eligibility Criteria) above are liable to be rejected and decision of BL in this regard shall be final and binding.
- i) BL reserves the right to decide about technical capability, expertise And / or the Tenderer's capacity for fulfilment/compliance of all the terms and conditions spelt out in Clause No. 3 (Eligibility Criteria) and Clause No. 4 (Scope of Work) above.
- j) The estimated Volume furnished in the Clause statistics of Annexure A is indicative only and the same is without any commitment from BL.
- k) The Tenderers with whom BL has dealt with earlier may also note that their performance during past contracts with BL and also if they had committed breach of contract or having unsatisfactory performance with any of the Government body etc., would be taken into account and it would be at BL's sole discretion whether to consider such parties for award of contract. However, the parties with which BL's legal dispute is pending, award/non-award of the contract will be the sole discretion of BL.
- l) Page numbering of the Proposal Response should be consecutive, beginning with page one and continuing through for each section. Bidder should ensure that all pages of the Technical as well as Commercial bid are serially numbered and total number of pages indicated in the covering letter.
- m) Bidders must also include a Table of Contents in the Proposal Response.
- n) Bidders are requested to quote their "Best & Final Rate". No revised commercial bid shall be entertained.
- o) Bidder should not quote any price information in the technical bid else the bidder will be liable to be disqualified.
- p) Technical Bids of the bidder will not be opened in case the EMD is not submitted.
- q) Each page of the hard copy of the Technical Bid as well as Commercial Bid must be signed by the bidder as a token of acceptance to all the terms and conditions of this RFP.
- r) The rates given in the tender should be kept open for acceptance by BL up to SIX MONTHS from the due date. In case processing / acceptance of tender takes more than six months, the Tenderer, who wishes to withdraw his Price Offer, should write to BL within a week of expiry of SIX MONTHS, withdrawing his Price Offer, else the rates will hold valid till the contract finalisation.
- s) No binding legal relationship will exist between any of the Recipients / Bidders and BL until receipt of duly signed Letter of Acceptance from the successful bidder.
- t) The submission of a tender by a Tenderer implies that he has read these instructions and has made himself aware of the scope of work and the conditions of contract and BL will not therefore, pay any extra charges on any account in case the Tenderer finds later on to have misjudged the conditions.

- u) As per Form A 7 – “Agreement to Terms and Conditions”, the bidder is required to provide an undertaking that he accepts to adhere by the all the Terms and Conditions of the RFP. The Bidder is expected to examine all instructions, annexure, Forms, specifications terms and conditions in the Bidding Documents. Failure to furnish all information required by the RFP or submission of a bid not substantially responsive to the RFP in any aspect will be at the Bidder’s risk and may result in the rejection of its bid.

## 5.2 Commercial Bid

1. The Rates quoted / negotiated by the Tenderer shall remain firm during tenure of the contract / extended period of contract and NO ESCALATIONS whatsoever shall either be claimed or considered.
2. The Rates quoted shall be “Base Price (Excluding All Taxes)” and would mean and shall include:
  - a) Salaries including all Fringe Benefits payable to all the manpower required to carry out the Scope of Work effectively.
  - b) The rates shall be inclusive of all out of pocket expenses the tenderer may incur carrying on the support work and NO EXTRA, whatsoever, shall be payable for the same & for any other reason whatsoever.
  - c) The rates should be quoted as base price excluding all taxes / duties/ levies. However, percentage of taxes should be shown separately by the bidder, wherever applicable. No other extra charges whatsoever shall be payable in addition.
  - d) All costs and expenses incurred by bidder in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by BL, will be borne entirely and exclusively by the bidder. The Bidder should bear all the costs associated with the preparation and submission of their bid and BL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
3. The Price schedule should be submitted in online (Form B) only in our eProcurement Site and should not contradict the Technical Bid in any manner. The price bid should contain complete cost of the assignment as per the RFP.
4. The Technical Bid must not contain any price information else the bidder will be liable to be disqualified.
5. Price must be quoted in Indian Rupees Only.
6. The price bid should be as per the Services required to meet the terms & conditions of the RFP.
7. The successful bidder should intimate BL of any changes in rates of taxes/ duties/ levies within 60 days from the receipt of such notification, failing which the rates of taxes/ duties/ levies will be reimbursed from the date of receipt of such notification from the successful bidder. Any benefit due to reduction in the taxes will be passed on to BL.
8. The Commercial Bid must be quoted as per the format provided (Form B) else the tenderer is liable to be rejected.
9. Correction of Errors
  - a) Bidders are advised to exercise greatest care in entering the rates in their Commercial bids. No excuse that mistakes have been made or requests for rates to be corrected will be entertained, after the quotations are opened. Corrections, if any, should be initialled by the person signing the tender forms before submission, failing which the rates for



such items will be considered as not quoted. If there is no rate quoted for a specific item, the highest rate quoted for that item amongst all other bidders will be taken for price comparison. Arithmetic errors in bids will be corrected as follows:

- b) Where there is a discrepancy between the % mentioned and the line item total resulting from multiplying the % by the amount, the % mentioned will govern.
- c) Where there is a discrepancy between the amount mentioned in the line item total and the total bid amount resulting from the addition of the line item totals, the amount indicated in the line item will govern.

### **5.3 Alternative Offers**

Each bidder should not submit more than one Bid.

### **5.4 Proposal Response**

#### **5.4.1 Clarification of RFP:**

A prospective bidder requiring any clarification of the RFP may notify the BL in writing to the BL's mailing address or by e-mail to "ray.k@balmerlawrie.in". BL will respond in writing to any request for clarification of the RFP which it receives up to 1 (One) working day prior to the date of Pre-Bid Meeting. BL may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Bidder after the RFP closes and all such information and material provided must be taken to form part of that Bidder's response. BL shall communicate responses to queries raised to all the bidders.

Proposal Responses shall be submitted to BL using the prescribed format outlined in this section. Please refer to the FORM A1: Proposal Response Checklist to verify completeness of a response.

The bidder has to completely fill the RFP including all the Forms mentioned Section 9 of the RFP. Incomplete bids received are liable to be rejected.

#### **5.4.2 Pre-Bid Meeting:**

The prospective bidders who have purchased a copy of the RFP or submitted the bid price (for downloaded RFP) may like to attend a pre-bid meeting to be held as indicated in the RFP. Up to a maximum of 2 (two) representatives of each prospective bidder will be permitted to attend the pre-bid meeting. However the BL, at its discretion, may permit any additional representative of any prospective bidder to attend the pre-bid meeting.

The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised up to that stage. The issues/questions to be raised must be in writing. BL will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the bidders in the meeting. BL shall communicate responses to queries raised to all the bidders.

Any modification of the RFP, which may become necessary as a result of the Pre-bid Meeting, shall be made by the BL exclusively through the issue of an Addendum/Corrigendum and will be published on the BL's website and eProcurement website.

Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a bidder.

### 5.4.3 Addendum/ Amendment to the Proposal

At any time prior to the deadline for submission of bids, the BL, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP by addendum and same shall be published on the BL's website and eProcurement website.

### 5.4.4 Language of Bid

All bids and supporting documentation shall be submitted in English and should be clear, free from jargons and ambiguous words or phrases requiring interpretation. Expressions like 'subject to availability', 'subject to acceptance', 'to be provided later' etc. shall not be accepted.

### 5.4.5 Earnest Money Deposit

The tender should be accompanied by a Crossed Demand Draft drawn in favour of "Balmer Lawrie & Co. Ltd. Ltd." payable at Mumbai, for a sum of Rs. 1,00,000 (Rupees One lakh Only) as Earnest Money Deposit to be refunded, except on withdrawal of the offer before decision and/or failure of the Tenderer to accept the contract, if awarded. The Demand Draft for Earnest Money Deposit must be enclosed with the "Technical Offer" only. EMD of all bidders who are not selected will be refunded as promptly as possible as and not later than 60 days after the award of the contract to the successful bidder. EMD in cash will not be accepted.

- a) The successful Bidder's EMD will be returned after furnishing the Performance Bank Guarantee as mentioned in Section 7. No interest will be payable by BL on the EMD.
- b) Exemptions from EMD can be granted to Registered Small Scale Industries who can produce a certificate of exemption from NSIC/other recognized governing bodies as per Government regulations prevailing from time to time.
- c) The EMD will be forfeited if a bidder:
  - I. Withdraws the bid at any time before the tender is finally considered and decided upon
  - II. Makes any changes in the commercial bid
  - III. Qualifies the Purchase order / work order / contract with his own conditions;
  - IV. Increases the prices quoted during the validity of the quotations and/or the period of extension granted on the validity;
  - V. In the case of the successful bidder, fails :
    - to provide the acceptance letter for carrying out support activities as per the tender; or
    - to furnish Performance Bank Guarantee in accordance with section 7; or
    - to accept the Purchase Order / work order, if awarded

The Tenderer is required to submit the RFP in accordance with the instructions given below:

- a) First sealed cover marked "EMD - TENDER FOR SUPPORT OF SAP FUNCTIONAL MODULES" and super scribed with tender number "BL/IT/HO/SAP/PT/201718/0015" and Name of the Bidder, should contain EMD (demand draft) as explained in section 5.7.5.
- b) Second sealed cover marked Name of the Bidder and "PART I (A) & (B) -- TECHNICAL OFFER" consisting the proposal documents duly signed, all the Forms mentioned in Section 9 (refer the check list FORM A1 ) duly signed and supporting documents for eligible criteria mentioned in section 3, except the Commercial Bid.

- c) Third sealed cover containing all the above two sealed covers mentioned above addressed to the Associate. Vice President (IT) according to instructions as mentioned above. This envelope to be sealed and super scribed "TENDER FOR SUPPORT OF SAP FUNCTIONAL MODULES." along with RFP Reference, Name of the bidder, mailing address and contact number of the bidder.
- d) All the documents and forms submitted for offer should be duly signed by competent authority.

Tender documents, downloaded from the BL/eProcurement website, shall be downloaded in Toto and no change, whatsoever shall be made. If any alteration is made in the tender document submitted by the Tenderer and if found out (be it at any stage of the tender processing and even after award of the contract), it will be viewed seriously by the BL and the tender is liable to be rejected and the Tenderer will be debarred from participating in future tenders of the company.

The clauses of RFP shall precede the Purchase Order. In case of conflict, ambiguity or inconsistency between RFP and Annexure / Form the RFP shall govern.

## 5.5 Non-constitution of Offer

This RFP does not constitute an offer by BL.

## 5.6 Proposal Submittal

The Tenderer must deposit the aforesaid sealed tender in the TENDER BOX placed on 4th floor before due date and time. Sealed Proposals shall be accepted in Person / by Post / by Courier. However same will not be accepted by e-mail / fax. BL is not responsible for any delays in means of transmission of the proposal. The proposals shall be submitted at the following mailing address:-

Krishanu Ray  
AVP (IT)  
Balmer Lawrie & Co. Ltd. Ltd.,  
21 N S Road  
Kolkata 700001  
Phone: 033-22225412/9903898731

Tenders not sent through either post or courier shall be dropped into the tender box kept at the above mentioned address. Tenders received after the due date and time will not be accepted. Tenders received by e-mail / fax will also not be accepted.

For any clarification bidder should submit the specific query by email (only), quoting Ref. No. of the Tender Document and bidder's identity, to the email address "ray.k@balmerlawrie.in". No verbal interaction will be entertained. Written clarifications on all queries will be circulated to all bidders.

## 5.7 Validity of Proposal

The bidder's proposal should be valid for acceptance by BL for a period of six months from the due date/ extended due date for submission of the proposal. Failure of the bidder to accept this provision may render the bid to be disqualified.

In case processing/ acceptance of the proposal takes more than six months, the bidder who wishes to withdraw his Commercial Bid shall have to write to BL within a week after expiry of SIX MONTHS to withdraw his Commercial Bid, else the rates will hold valid till finalization of the contract.

During the validity of the quotation, in case the bidder increases his Commercial Bid, the proposal would be liable to be rejected.

## 5.8 Additional Materials and Documentation

Upon request from BL, each bidder shall submit any additional materials and documentation reasonably required by BL in its evaluation of the proposals.

## 5.9 Costs for Proposal Submission

Any cost incurred by the bidder till the award of the contract is the bidder's sole responsibility.

## 5.10 Disqualification of Proposals

Any proposal offering any other set of terms and conditions contradictory or in addition to those included in this RFP is liable to be disqualified. A proposal is liable to be disqualified for any one or more of the following reasons:

- a) Non-compliance with the terms and conditions stipulated in the RFP
- b) The proposal is not accompanied by Earnest Money Deposit in the form of Pay Order / Demand Draft.
- c) During validity of the proposal or its extended period, the bidder increases his commercial bid.
- d) Bidder qualifies the Proposal with his own conditions.
- e) Proposal is received in an incomplete form, including incomplete commercial bid.
- f) Proposal is received after due date and time.
- g) Information submitted in Technical Bid is found to be incorrect or false at any time either during the processing of the proposal (at any stage) or during the tenure of the contract including the extension period if any.
- h) The Technical bid contains price information.
- i) The successful bidder qualifies the letter of acceptance of the contract with his conditions.
- j) While processing the tender documents, if it comes to the knowledge of BL that some of the Tenderers have formed a cartel resulting in delay/holding up the processing of tender. All such Tenderers involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.
- k) The Tenderer is found to be financially unsound on the basis of the audited Balance Sheet/ P&L A/c for the last three years submitted with the tender.
- l) The Bidder should not have been black listed / debarred at the time of submission of Tender, by Government of India or Central PSU / PSE.

The decision to disqualify a Bidder's proposal would be solely at the discretion of BL. The bidders will be communicated as to whether their bid is technically qualified or disqualified.

### **5.11 Change in Ownership**

If any change takes place in the ownership or partnership of bidder's firm/ company, BL should be intimated immediately of such changes, failing which, all payments will be withheld and BL may terminate the contract as may be deemed necessary in view of changed/ altered scenario.

### **5.12 National Security**

While evaluating proposals, regard would be paid to national defence and security considerations. BL shall not be responsible for breach of law, if any, by the Tenderer.

## **6 Proposal Evaluation**

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially.

### **Opening of Proposals**

All proposals, modifications to proposals, and withdrawals of proposals shall be signed. All documents so received shall be held in a secure place by BL and will only be opened as per dates indicated under List of Activities.

Technical Bids will be opened on the indicated date being an online tender vendors will be automatically informed about various stages like opening of technical bid and opening of price bid through our eProcurement portal.

### **6.1 Evaluation & Selection Process**

The tender will be assessed first on the basis of the information furnished in Part I of the tender comprising the "Technical Offer". On the basis of such technical information, BL will assess the capability of the tenderer to undertake the contract and, if found unsuitable shall reject the tender, in which case their "Price Offer" will not be opened. Decision of BL in this regard shall be final and binding. Please note that all the information required in the "Form of Particulars" should be properly filled in and all documents of the Technical Offer - Part I, must be enclosed with the tender. Once a tender is accepted on technical grounds, the selection among such technically qualified tenderers would normally be only on the basis prices quoted. However, BL reserves the right to reject all/any of the tenders, and the decision of BL in this regard shall be final and binding.

The bidder evaluation and selection will be conducted in following phases:

1. Scrutiny of documents with respect to the eligibility Criteria mentioned in Section 3.
2. Technical Evaluation of the offers.
3. Evaluation of Commercial Bids of the technically qualified bidders.
4. Final award of the Contract / Issuing Purchase Order and submission of Acceptance Letter and Performance Guarantee by Successful Bidder

## **7 Award of Contract**

### **7.1 Period of the Contract**

The successful bidder shall commence the working on the project within Seven days of the award of contract. The period of contract arrangement shall be for 3 years. BL has sole option to extend the contract twice by three months each after expiry of the three years contract period on the same terms and conditions.

### **7.2 Induction Program for Selected Bidder**

An induction program for the bidder will be arranged by BL to carry out the Support activity for SAP functional modules.

### **7.3 Method of Payment**

Payment for the services would be made to the successful bidder against receipt of invoices as under:

- a) For annual support services, invoices will be raised in a quarterly basis at the end of each quarter.
- b) For approved and completed commercial change request implemented during a quarter at the end of each quarter.

### **7.4 Invoicing**

The invoice for the services rendered is to be submitted by the successful bidder to CIO, Corporate IT Department, Balmer Lawrie & Co. Ltd., Kolkata 700001.

- a) Payments of invoices will be made within 30 days from the date of submission of invoices complete in all respects.
- b) Any dispute regarding payment must be raised within 90 (Ninety) days from the date of settlement of the relevant invoices, failing which same will not be entertained.
- c) It is clearly understood by the Tenderer that if a charge sheet is filed by any competent authority of the Government against the Tenderer, the Tenderer is obliged to notify BL within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due to him for supplies made after the date of the filing of the charge sheet.
- d) If there is a change in the name of the Tenderer's firm / company's etc. arising out of:
  - I. Merging with some other company or
  - II. Collaboration with some other company or
  - III. For any other reason or, if any changes take place in the proprietorship or partnership of the Tenderer's firm, then

BL should be intimated within 30 (Thirty) days of such changes, failing which all payments will be withheld and BL may terminate the contract as may be deemed necessary in view of the changed / altered scenario. Whatever be the reason of changes, the subject contract would be terminated unless the new company/entity accepts the subject contract at the same rates, terms and conditions laid down herein.



## 7.5 Risk Purchase Clause

If any time during the currency of the contract we find that –

- a) The services are not arranged in time, or
- b) The services rendered by the successful bidder are found unsatisfactory,

BL will be at liberty to obtain the service from alternative sources at the risk and cost of the Tenderer after giving a notice period of 7 days by deducting payment and encashment of performance bank guaranty.

## 7.6 Security Deposit and Performance Guarantee

- a) The successful tenderer will have to deposit a Security Deposit which will be equivalent to 10 % of the annual value of the AMS contract or Rs. 10,00,000/- (Rupees Ten Lakhs only) whichever is less, in the form of Bank Guarantee, of any Nationalized Bank which should be valid for the full period of the contract including the extension period plus three months, towards satisfactory performance of the contract.
- b) BL reserves the right to reject the tenderers who is not agreeing to furnish Security Deposit and/or Performance Guarantee.
- c) In case of termination of the contract for any reason, the Security Deposit and/ or Performance Guarantee shall stand forfeited, either wholly or partly and the Tenderer (s) shall have no claim whatsoever against BL in consequence of such termination of the contract.
- d) In the event the Tenderer (s) gives up the work before expiry of the contract including extension periods if opted by the BL, or is unable to service the contract for whatever reason, the Security Deposit and /or Performance Guarantee shall stand forfeited.
- e) No interest shall be payable on the Security Deposit and Performance Guarantee.
- f) The BL shall also be entitled to make recoveries from the Contractor's bills, Security Deposit and Performance Guarantee or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- g) The Security Deposit and / or Performance Guarantee paid by the Tenderer towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after three months on expiry of the contract.

## 7.7 Termination Clause

**7.7.1.1** Balmer Lawrie may at any time terminate the Contract for any reason by giving the contractor a ninety days (90) notice of termination that refers to this termination that refers to this para 7.7.1.1.

**7.7.1.2** Upon receipt of the notice of termination under the para 7.7.1.1, the contractor shall either as soon as reasonably practical or upon the date specified in the notice of termination

- a) Cease all further work, except for such work as Balmer Lawrie may specify in the notice of termination for the sole purpose of protecting that part of the ERP system already executed, or any work required to leave the site in a clean and safe condition;
- b) In addition, the contractor, subject to the payment specified in para 7.7.1.3, shall
  - (i) Deliver to Balmer Lawrie the parts of the ERP system executed by the Contractor up to the date of termination;



- (ii) To the extent legally possible and appropriate, assign to Balmer Lawrie all right, title, and benefit of the contractor to the ERP System, or Subsystem, as at the date of termination, and, as may be required by Balmer Lawrie.
- (iii) Deliver to Balmer Lawrie all non-proprietary drawings, specifications, and other documents prepared by the Contractor as of the date of termination in connection with the ERP System.

**7.7.1.3** In the event of termination of the Contract under para 7.7.1.1, Balmer Lawrie shall pay to the Contractor the following amounts:

- a) The Contract Price, properly attributable to the parts of the ERP System executed by the Contractor as of the date of termination;
- b) The cost of satisfying all other obligations, commitments, and claims that the Contractor may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs 7.7.1.3 (a) through (b) above.

### **7.7.2 Termination for Contractor's Default**

**7.7.2.1** Balmer Lawrie, without prejudice to any other rights or remedies it may possess, may terminate the contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Contractor, referring to this para 7.7.2.1.

- a) If the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt;
- b) If the Contractor assigns or transfers the contract or any right or interest therein in violation of the provision of para 7.7.4; or
- c) If the Contractor, in the judgement of Balmer Lawrie, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

#### **7.7.2.2 If the Contractor:**

- a) Has abandoned or repudiated the Contract;
- b) Has without valid reason failed to commence work on the ERP System promptly;
- c) Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;

**7.7.2.3** Upon receipt of the notice of termination under para 7.7.2.1 or 7.7.2.2 the Contractor shall, either immediately or upon such date as is specified in the notice of termination:

- (i) Cease all further work, except for such work as Balmer Lawrie may specify in the notice of termination for the sole purpose of protecting that part of the ERP System already executed or any work required to leave the site in a clean and safe condition;
- (ii) Deliver to Balmer Lawrie the parts of the ERP System executed by the Contractor up to the date of termination, subject to the receipt of payment stated in Clause 7.7.2.5;

- (iii) To the extent legally possible, assign to Balmer Lawrie all right, title and benefit of the Contractor to the ERP System or Subsystems as at the date of termination, Contract.
- (iv) Deliver to Balmer Lawrie all drawings, specifications, and other documents prepared by the Contractor as at the date of termination in connection with the ERP System.

**7.7.2.4** Balmer Lawrie may enter upon the site, expel the Contractor, and complete the ERP System itself or by employing any third party at the risk & cost of the contractor. Upon Complete of the ERP System or at such earlier date as Balmer Lawrie thinks appropriate, Balmer Lawrie shall give notice to the Contractor at or near the site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the Contractor's Equipment from the site. (Normally not allowed under risk purchase).

**7.7.2.5** Subject to para 7.7.2.6, the Contractor shall be entitled to be paid the Contract price attributable to the portion of the ERP System executed as at the date of termination and the costs, if any, incurred in protecting the ERP System and in leaving the site in a clean and safe condition pursuant to termination shall be deducted from the amount to be paid to the Contractor under this Contract.

**7.7.2.6** If the Balmer Lawrie complete the ERP System, the cost of completing the ERP System by Balmer Lawrie shall be determined. If the sum that the Contractor is entitled to be paid, pursuant to para 7.7.2.5, plus the reasonable costs incurred by Balmer Lawrie in completing the ERP System exceeds the Contract Price, the Contractor shall be liable for such excess. If such excess is greater than the sums due to the Contractor under para 7.7.2.5, the Contractor shall pay the balance to Balmer Lawrie, and if such excess is less than the sums due to the Contractor under the para 7.7.2.5, Balmer Lawrie shall pay the balance (not paid under risk purchase) to the Contractor. Balmer Lawrie and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

**7.7.3** The Contractor may terminate the Contract by giving a notice, in the event that there is a material breach of contract terms by Balmer Lawrie, which is not remedied within 90 days from the date of the breach, or such extended period which is mutually agreed upon.

**7.7.4** Neither party shall, without the express prior written consent of the other party, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

The decision of BL in terminating the contract will be final and binding on the successful bidder.

## **7.8 Exit Clause**

BL shall have the option to terminate the contract at any time during the tenure of the contract without payment of compensation for the balance period to the successful bidder by giving notice of NINETY (90) days, in writing to the successful bidder of its intention to do so. In case the exit clause is executed, BL shall pay the successful bidder their dues as per the contract till the date vendor has rendered the services to BL.

## 7.9 Limitations of Liabilities

BL reserves the right to claim for the consequential losses suffered by BL for non-compliance of the contract on the part of the successful bidder. The Bidder's liability for such damages under the contract shall not exceed the total yearly AMS contract value of this contract.

**However, the limitation of liability is not applicable for the cases where it is found and proved that the liability is arising out of an action performed with a mala fide intention/fraud.**

## 7.10 Subcontracts

The Successful bidder shall not sub contract full or part of the assignment to any other party without written consent from BL.

## 7.11 Employment of Professionals/Workers

It has to be clearly understood by the successful bidder that the award of contract, if any, against this RFP shall be for a limited period as specified in the RFP. The professionals/ workers employed by the successful bidder to perform the contract if awarded shall be the employees of the successful bidder and the successful bidder alone shall be liable to pay the salaries, fees and all other payments as may be due to the professionals and BL shall in no way be liable for the same. The successful bidder shall also comply with all the provisions under the laws of the land pertaining to his/their professionals and their employment for the purpose of performing the contract, if awarded against this RFP, and the successful bidder shall also indemnify BL for any claims whatsoever made by such professionals against BL in that behalf.

## 7.12 Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under this RFP and subsequent contract to the extent such failure or delay or both is caused, directly or indirectly, without fault of such party, for any reason beyond its reasonable control, including but not limited to, by fire, flood, earthquake, elements of nature or acts of God, acts of the state, strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, quarantines, embargoes and other similar governmental action (each a force majeure event). Any Party so delayed in its performance shall immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within two (2) business days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant documentary support. However the party claiming such event shall take all necessary steps to mitigate the delay so caused in spite of such event. If under this clause either party is excused performance of any obligation for a continuous period of 90 days, then the other party may at any time hereafter while such performance continues to be excused, terminate the proposal or contract without any liability by notice in writing to the other. BL shall however, be liable to pay the successful bidder for the services rendered hereunder up to the date of effective termination.

## 7.13 Liquidated Damages

### **Non Performance Deduction:**

All calls shall be resolved to user's satisfaction by the Vendor from the time of lodging of complaint.

**For Criticality Level 1:** For each extra working hour taken beyond stipulated period to resolve the problem will be considered as ten hours down time.

The penalty would be calculated monthly as follows:

Let A = 25% of One year Total SAP-AMC contract cost;

Let B=  $A / (365 \times 24)$

Let D= (total no. of additional resolution time in hours of all Criticality Level items  $\times$  10)

Penalty (in Rupees) =  $B \times D$

**For Criticality Level 2:** For each extra working hour taken beyond stipulated period to resolve the problem will be considered as Five hours down time.

The penalty would be calculated monthly as follows:

Let A = 25% of One year Total SAP-AMC contract cost;

Let B=  $A / (365 \times 24)$

Let D= (total no. of additional resolution time in hours of all Criticality Level items  $\times$  5)

Penalty (in Rupees) =  $B \times D$

**For Criticality Level 3:**

The penalty would be calculated monthly as follows:

Let A = 25% of One year Total SAP-AMC contract cost;

Let B=  $A / (365 \times 24)$

Let D= (total no. of additional resolution time in hours of all Criticality Level items)

Penalty (in Rupees) =  $B \times D$

### **Absenteeism**

If the onsite consultant fails to attend BL office without suitable replacement being provided by the vendor, a penalty of Rs. 2500/- per day per consultant shall be imposed on the vendor and the same will be deducted from the ensuing monthly bill of the vendor. Absenteeism shall be considered as Severity level-I.

Penalty shall be computed on quarterly basis and the deduction shall be made from the bill presented to BL for payment, at the end of the particular quarter.

The penalty charges, if any, applicable due to above reasons shall be deducted by BL from the payment of the SAP-AMC vendor, as per following criteria:

- a) For Severity-I items - subject to a maximum of 20 % in a year of total contract value.
- b) For Severity level-II items - subject to a maximum of 15 % in a year of total contract value.
- c) For other items - subject to a maximum of 10 % in a year of total contract value.

## 7.14 Arbitration Clause

The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of this contract, or the validity or breach thereof, there shall first be an attempt to mutually settle the same amicably. If however, the said settlement is not possible within a period of 30 days from the date of notice then such dispute shall thereafter be referred to a Sole Arbitrator, agreeable to both the parties.

The successful bidder shall continue to work under the contract / RFP / Purchase order accepted during the arbitration proceedings unless otherwise directed in writing by BL.

The venue of the arbitration shall be Kolkata.

And the provision of the Arbitration and Conciliation Act, 1996 as amended, shall apply to the said proceedings. The Award of the Arbitrator shall be final and binding upon both the parties.

## 7.15 Resolution of disputes through conciliation by Outside Expert Committee (OEC)

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same may first be referred to conciliation through Outside Expert Committee ("OEC") to be constituted by CMD, BL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) CMD, BL shall nominate three outside experts, one each from Financial/Commercial, Technical and Legal fields from the Panel of outside Experts maintained by BL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through

circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

- g) The parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.
- h) The parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings:
  - I. Views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
  - II. Admissions made by the other party in the course of the OEC proceedings;
  - III. Proposals made by the OEC;
  - IV. The fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
- i) The parties shall present their case before OEC only through their in-house executives. Neither party shall be represented by a lawyer unless OEC specifically desires that some issue of legal nature is in dispute that needs to be clarified / interpreted by a lawyer.
- j) OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of BL.
- k) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- l) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

## 7.16 Jurisdiction

This agreement including all matters connected with this Tender /contract shall be governed by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdictions of Indian Courts at Kolkata.

## 7.17 Definitions:

The terms "Company" or "BL" wherever used shall mean "Balmer Lawrie & Co. Ltd."

The term "TENDERER", "BIDDER" shall mean and include the person, firm or a body corporate which is submitting its tender.

WE AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS.

(Signature of the Tenderer with Rubber Stamp of the Firm)

Place:

Date:



## 8 Annexure

The SAP System, their present Version & System Type along with processes implemented / to be implemented is given below:

### 8.1 Version Information & Web connectivity:

SAP System	Version	System Type
ECC	EHP 7 SP13	ABAP
PI (SLD)	PI 7.4 SP04	JAVA / ( Only PI no PO )
Solman	Sol 7.2 SP02	ABAP
SRM	SRM 7.2 SP02	ABAP
EP	NW 7.4 SP08	JAVA
BI	NW 7.4 SP08	ABAP
BO	SBOP 4.2 SP03	

**The implemented SAP modules are:**

1. Financial Accounting (FICO)
2. Sales & Distribution (SD)
3. Material Management (MM)
4. Registration of Suppliers (SRM)
5. Production Planning (PP)
6. Quality Management (QM)
7. Plant Maintenance (PM)
8. BASIS Administration
9. Process Integration (PI)
10. Solution Manager (SOLMAN)
11. Business Warehousing (BW)
12. BO/BI

**We are in the process of implementing:**

1. ESS/MSS
2. Payroll

**Few of the functional areas covered are as under: (These are only indicative)**

***Finance and Controlling:***

- Finance and Controlling
- Account Payable
- Account receivables
- General ledger
- Fixed asset management
- Cost Centre accounting
- Capital investment management
- Treasury



- Budgeting
- Budget Tracking and controlling
- Online Payment (automated) to banks I vendors

***Sales and Distribution:***

- Inquiry
- Quotation
- Contract
- Sales Order
- Delivery
- Shipping
- Billing
- Credit Memo/Debit Memo
- Rebate Agreement

***Materials Management:***

- Purchase requisition
- RFQ
- Bid Evaluation
- Contract
- Purchase Order
- MIGO
- MIR-7/MIRO

***Production Planning:***

- MRP
- Planned Order to Production/Process Order
- Production Confirmation & Settlement

***Plant Maintenance:***

- Preventive maintenance
- Maintenance notification and work order processing
- Maintenance history

***Quality Management:***

- Goods Receipt and Goods Issue
- Quality Notification
- Record of Testing & Usage Decision
- Quality Certificate (Outbound)

***Human Resource, ESS:***

- Personal administration
- OM
- LSO
- E-recruitment
- Payroll (to be implemented)

- ESS - Claims, reimbursement under development covered in AMC with separate Vendor (to be implemented)
- PMS (to be implemented)

**BI/BO:**

- Online report from SCADA through BO

## 9 Forms

### 9.1 FORM A1: Proposal Response Checklist

Tender Ref. No.:- BL/IT/HO/SAP/PT/201718/0015

The bidder's proposal must contain the following components in the order shown below. This checklist must be signed, dated and returned to the BL as part of the Proposal Response:

Document	Part of Technical Bid / Commercial bid	Reference in RFP	Included (Please tick <input type="checkbox"/> )
Copy of RFP Duly Signed on all pages by the authorized signatory and Seal		Technical Bid	
Proposal Response Checklist	Technical Bid	FORM A1	
Proposal Response Identification Form & Bidder	Technical Bid	FORM A2	
Company Profile And Profit History	Technical Bid	FORM A3	
Technical Compliance Matrix	Technical Bid	FORM A4	
Relevant Experience	Technical Bid	FORM A5	
Details Of The Projects	Technical Bid	FORM A6	
Agreement To Terms And Conditions	Technical Bid	FORM A7	
Bank Details Of The Bidder	Technical Bid	FORM A8	
Letter Of Confirmation / Declaration	Technical Bid	FORM A9	
Draft Performance Bank Guarantee For The Tender	Technical Bid	FORM A10	
Commercial Bid	Commercial Bid	FORM B	

Date:	Authorized Representative Signature:
Place:	Name:
Designation:	
Company Name:	
Seal of Company	

## 9.2 FORM A2: Proposal Response Identification & Bidder Information

<b>RFP</b>	<b>RFP Ref. No.:- BL/IT/HO/SAP/PT/201718/0015</b>
<b>RFP Title</b>	<b>Tender for Support of SAP Functional Module</b>
<b>Number of Pages</b>	
<b>Bidders Information</b>	
Company Name	
Contact Person Name	
Phone Number:	
Fax Number:	
E-Mail:	
PAN No. (attach attested copy)	
GST Reg. No. (attach attested copy)	
Mailing Address:	
EMD drawn on (Bank's Complete Name and Address), date on which EMD is drawn and date up to which EMD is Validly.	
Banker Name	
Banker Address	

I certify that the information provided above is to the best of my knowledge true and correct.

Date:	Authorized Representative Signature:
Place:	Name:
Designation:	
Company Name:	
Seal of Company	

### 9.3 FORM A3: Company Profile and Profit History

Tender Ref. No.:- BL/IT/HO/SAP/PT/201718/0015

<b>Company Details</b>	
<b>Particulars</b>	<b>Details</b>
Company Name / firm (in full)	
Status of the company -  Whether Proprietorship / Partnership / Private or Public Limited Company?  [Please enclose copy of: <b>Partnership Deed</b> <b>Memorandum of Association</b> <b>Article of Association</b> <b>Organisational Chart</b> <b>Balance Sheet &amp;</b> <b>P/L A/c of the last 3 years.]</b>	
Names of directors / partners / proprietors	
Address of principal location	
Addresses of other operating locations	
<b>Company established on (date)</b>	
Ownership type of the company (subsidiary company must specify parent company name)	
Whether your firm has offices in India. If yes, please furnish details.	
GST Reg. No.	
Permanent Account Number (PAN) of your company: (Please attach copy)	
Name(s) of Banker(s) and their addresses. (Please attach a certificate from your bankers about your financial status and credit facility)	

**Confirm if you have an Office in Kolkata**      Yes /No

#### List of Offices in India

<b>Offices Address</b>	<b>Employee Strength in SAP Practice</b>

## Financial Profile

Give the annual turnover and gross profit before tax from the last 3 years' audited accounts.  
(Please attach **Audited Balance Sheets** and Profit Loss Statements)

Year	2016-2017	2015-2016	2014-2015
Annual Turnover			
Gross Profit			
Profit After Tax			

**NOTE: Particulars requested above may be furnished on separate sheets, if necessary.**

I certify that the information provided above and in the separate sheets, if any, attached is to the best of my knowledge true and correct.

Date:	Authorized Representative Signature:
Place:	Name:
Designation:	
Company Name:	
Seal of Company	



## 9.4 FORM A4: Technical compliance Matrix

Sl. No.	Technical Criteria	Compliance (YES/NO)	Reference FORM
1	Relevant experience (in respect of services for which this tender has been floated) of at least 2 continues years in the last 5 years wherein he should have provided SAP Support or implementation services.		FORM A5
2	SAP support project experience in an organization of BL size having User base of at least 500 SAP users. The scope of the same should cover SAP functional modules such as FICO, MM, HCM along with SAP ESS/MSS through Enterprise Portal and SAP technical platforms like SAP ABAP, ABAP-HR, WebDynpro, Workflow, SAP BASIS.		FORM A6
3	Bidder should have one SAP implementation or support project experience in an organization having integration of SAP system with Non-SAP system using SAP PI.		FORM A6
4	SAP Partnership Status.		Letter from SAP with validity date
5	Bidder should not have been black listed / debarred.		FORM A9
6	CMM Level Status.		Certificate to be submitted with validity date
7	Team Size for this Project along with Onsite & Remote allotment & their Profile.		Resume of each Resources needs to be submitted.
8	GST Project Implementation Experience in SAP, needs to be submitted.		FORM A5

Date:	Authorized Representative Signature:
Place:	Name:
Designation:	
Company Name:	
Seal of Company	

## 9.5 FORM A5: Relevant Experience

RFP Ref. No.:- BL/IT/HO/SAP/PT/201718/0015

Bidders should have relevant experience (in respect of services for which this tender has been floated) of at least 2 continues years in the last 5 years wherein he should have provided similar kind of support services.

Sl No.	Client name	Type ( Pvt /Govt/PSU/PSB)	Project Details	Duration and period
1				
2				
.				
.				
.				
.				
N				

Date:	Authorized Representative Signature:
Place:	Name:
Designation:	
Company Name:	
Seal of the Company	

## 9.6 FORM A6: Details of the Projects

Sl. No.	Name of the Organization (including address)	Type of Organization Project start date duration of project (in months)	SAP functional/ Technical modules implemented/ supported	Name of the Non SAP products used by the organization in the project ( Specify the database and frontend application)	Middleware used to integrate the Systems.  Adaptors used for interface	Contact Person and Telephone no.	No of SAP users/ Value of contract/ Locations implemented
1							
2							
3							
.							
.							
N							

(May attach separate sheet for each project done)

(Enclose copy of relevant PO / contract details as a proof)

Date:	Authorized Representative Signature:
Place:	Name:
Designation:	
Company Name:	
Seal of the Company	

## 9.7 FORM A7: Agreement to Terms and Conditions

RFP Ref. No.:- BL/IT/HO/SAP/PT/201718/0015

Our company is agreeable to provide the services as per the RFP .We agree to all the terms and conditions of the RFP Ref. No. BL/IT/HO/SAP/PT/201718/0015.

Date:	Authorized Representative Signature:
Place:	Name:
Designation:	
Company Name:	
Seal of Company	

## 9.8 FORM A8: Bank Details of the Bidder

RFP Ref. No.:- BL/IT/HO/SAP/PT/201718/0015

All in capital letters only

Party Name																														
MICR Code	9 digit code printed on cheque next to cheque no.																													
Bank Account No.																														
Bank Account Type	CURRENT - 11 / SAVING - 10																													
IFSC CODE	Eleven Character IFSC code																													
Name of Beneficiary Bank																														
Bank Branch Name																														
Bank Address Line 1																														
Bank Address Line 2																														
Bank Address Line 3																														
City																														
State																														
PIN Code																														
PAN No																														

Important Note: Self Attested Photocopy of Cancelled Cheque is required  
Self Attested Photocopy of PAN Card is required

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect Information, I would not hold user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

Certify that the particulars furnished above are correct as per our records.

Date:	Authorized Representative Signature:
Place:	Name:
Designation:	
Company Name and Company Seal	



## 9.9 FORM A9: Letter of Confirmation / Declaration

### LETTER OF CONFIRMATION / DECLARATION

To,

CIO

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

RFP Ref. No.:- BL/IT/HO/SAP/PT/201718/0015

Dear Sir,

We confirm that we will abide by the conditions mentioned in the Tender Document (RFP and annexure) in full and without any deviation.

We shall observe confidentiality of all the information passed on to us in course of the support process and shall not use the information for any other purpose than the current tender.

We confirm that we have not been black listed / debarred in Last two years from the date of floating of the RFP or at the time of submission of Tender, by Government of India or Central PSU / PSE.

Date:	Authorized Representative Signature:
Place:	Name:
Designation:	
Company Name:	
Seal of Company	

## 9.10 FORM A10: Draft Performance Bank Guarantee for the Tender

### 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.	<b>Is the BG on non-judicial Stamp paper of value Rs. 100/- (Rupees One Hundred Only?)</b>	_____	_____
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	_____	_____

## 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..... 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)

## 9.11 FORM B: Commercial Bid

**PART II - Commercial Bid for "Tender for Support of SAP functional Module" RFP Ref. No. :-  
BL/IT/HO/SAP/PT/201718/0015**

**(Please submit in a separate Envelope. The Technical Bid must not contain any price information else the bidder will be liable to be disqualified.)**

Sl.No.	Particulars	Qty	UOM	Base Price (in INR)	Total Amount (Qty X Base Price) (A)	GST (% with amount) (B)	Total Cost (in INR) (A+B+C)
1	Cost of support for SAP Functional modules Per Year	3 years	Per Year				
2	Change request Cost per Man day	500 Man days	Per Man Day				
3	Cost of Support for HR Renewal, Payroll, FIORI applications which are yet to be implemented	2 years	Per Year				
	<b>TOTAL</b>						

Notes:-

- Quantities indicated in sheet above will only be used for comparison and not a commitment from BL.
- The prices should be quoted in INR only.
- All duties/expenses payable to Government /Party like GST should be indicated with percentage.
- TDS will be deducted as applicable.
- The change request cost is an estimation. Since the actual amount of change request effort will be known only during the support period, per day rate will be applied if it exceeds the estimates. The man-day rate quoted above will be applied for all such calculations throughout the contract period.  
**The 500 man-days specified above is not a commitment by BL.**
- Arithmetic errors in bids will be corrected as follows.

- a) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate will govern.
- b) Where there is a discrepancy between the amount mentioned in the line item total and the total bid amount resulting from the addition of the line item totals, the rate indicated in the line item will govern. All columns must be filled.

7. The payment terms will be as per the clause 7.3 of RFP.

## 9.12 Technical Evaluation Sheet

Sl. No.	Description	Total Marks	Allotment of Marks
1.	Having experience in SAP AMS Support Project for minimum 300 users and having Client turnover more than 500 crores (* )	15	Number of such instances: > 10 = 15 Marks 5-10 = 12 Marks 1-4 = 10 Marks Less than 1 =0
2	No of end to end SAP implementation with FICO, MM, SD, PP, QM, PM, HCM Modules for minimum 300 users and having Client turnover more than 500 crores (* )	15	Number of such instances: > 10 = 15 Marks 5-10 = 12 Marks 1-4 = 10 Marks Less than 1 =0
3	CMM Level	5	CMM Level 5 = 5 Marks CMM Level 3 = 3 Marks NA = 0 Mark
4	Support Modalities	20	Full Onsite Support = 20 Onsite > = Remote = 15 Onsite < Remote = 10 Full Remote = 5
5	SAP Partnership Type (**)	5	Platinum Partner =5 Gold Partner = 4 Silver Partner = 3 Others = 0
6	Presentation by Vendors on approach and execution plan.	20	To be evaluated by technical committee.
7	Implementation of GST in SAP (* )	10	More than 5 = 10 Between 3-5 = 7 Between 1-2 = 5 None = 0
8	Key resource profile and deployment plan	10	CVs to be submitted for the team to be deployed for the project execution cycle. Upto 20% deviation accepted.

(\* ) Job completion certificate to be submitted as a proof.

(\*\*) Letter from SAP India stating the partnership status.



### 9.13 Calculation of L1 Vendor Selection

There will be a benchmark for Technical Score after Technical Evaluation of each Bidder. The benchmark will be decided by the Technical Evaluation Committee. Bidders getting more than that specific Technical Score, will be considered for Price Evaluation & for L1 Vendor Selection.

The Highest Technical Score obtained by Bidder (let's say X) is the factor which will be multiplied with quoted price (let's say Y) of each Bidder. And then the same value will be divided by their respective Technical Score (let's say Z).

For Example:

Bidders	Technical Score	Benchmark	Highest Technical Score	Quoted Price	L1 Evaluation / Calculation
A	X1 (Highest)	> X3 (will be decided by Technical Evaluation Committee)	X1	Y1	$(Y1 \times X1) / X1$
B	X2			Y2	$(Y2 \times X1) / X2$
C	X3			No Evaluation due to Benchmark of Technical Score.	