



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

NOTICE INVITING TENDERS FOR CREATION OF CYBER SECURITY
POLICIES FOR BALMER LAWRIE

BL/IT/HO/WEB/LT/201718/0001 dated 18.04.2017

Contact Person	Mr. Anurag Arora
Designation	Asst. Manager [IT]
Address	4th Floor 21, Netaji Subhash Road, Balmer Lawrie & Co. Ltd Kolkata - 700001
Email ID	arora.a@balmerlawrie.com
Website	https://balmerlawrie.eproc.in www.balmerlawrie.com
Last date and time for submission of Tender	10.05.2017 at 16:30 HRS

Copyright Notice

Copyright© 2016 by Balmer Lawrie & Co. Ltd. All rights reserved.

Disclaimer

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

Notice Inviting Tender (NIT)

To,

M/s _____

Dear Sir/Madam,

Balmer Lawrie wishes to appoint competent Firms for Creation of Cyber Security Policies for Balmer Lawrie. Based on the contents of the RFP, the selected bidder shall be required to independently arrive at approach and methodology, based on industry best practices, after taking into consideration the effort estimate for completion of the same as well as resource and the equipment requirements.

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

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

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

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

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

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

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

- i. RFQ Bid form (RFQ bid submission letter) – This should be duly signed by an authorized

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

Price Bid Submission

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

Tender Submission

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

For registration and online bid submission Tenderer may contact the following officials at the HELP DESK of M/s C1 India on browsing to the website <https://balmerlawrie.eproc.in> during business hours (10:00 a.m. to 06:30 p.m.) from Monday to Friday (Excluding holidays of the Company):

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

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

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

The Tenderer shall invariably furnish the original DD / Bank Guarantee in favor of Balmer Lawrie & Co. Ltd, Kolkata towards EMD which must reach on or before the due date and time of the Tender either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of Tenderer (**EMD is to be submitted in a separate envelope**). The Company shall not take

any responsibility for any delay or non-receipt. If any of the documents furnished by the Tenderer is found to be false/fabricated/bogus, the Tenderer is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

The bidders found defaulting in submission of hard copies of original Demand Draft / 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 thereof.

The hardcopies comprising of technical bid and EMD, as explained above should reach the office of Mr. Anurag Arora, Asst. Manager [IT], Balmer Lawrie & Co. Ltd at 4th Floor, 21, Netaji Subhash Road, Balmer Lawrie & Co. Ltd, Kolkata – Kolkata, 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 arora.a@balmerlawrie.com

Please acknowledge receipt and confirm your participation in this tender.

Thanking you,
Balmer Lawrie & Co. Ltd

Tender Schedule

S. No.	Particulars	Description
1.	Tender reference number	BL/IT/HO/WEB/LT/201718/0001 dated 18.04.2017
2.	Earnest Money Deposit	INR 3000 only (INR Three Thousand Only)
3.	Date of Publishing of Tender document on the website	18.04.2017 at 16:30 HRS
4.	Last date and time of receiving applicant's clarifications in writing	21.04.2017 at 13:00 HRS
5.	Pre Bid date	02.05.2017 at 14:00 HRS
6.	Last date and time for submission of Tender	10.05.2017 at 16:30 HRS
7.	Date and time of Technical Bid Opening	11.05.2017 at 11:00 HRS
8.	Validity of Bid	180 days from opening of price bid
9.	Validity of Price / Quoted Commercials	1 year from Date of Contract with Successful bidder
10.	Place of Submission of Bid	Technical Bid & EMD: Mr. Anurag Arora, Asst. Manager [IT], 4th Floor, 21, Netaji Subhash Road, Balmer Lawrie & Co. Ltd Phone No :033-22225294 Email: arora.a@balmerlawrie.com Price Bid : https://balmerlawrie.eproc.in

Section– I

Interpretation of General Conditions of Contract.

1. GENERAL

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

2. DISCREPANCY IN TENDER DOCUMENT

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

3. SINGULAR AND PLURAL

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

Section –II

General Instructions to Bidders.

1. Ethical Standard

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

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

- (I) “*corrupt practice*” means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
 - (ii) “*Fraudulent practice*” means a misrepresentation of facts in order to influence the procurement process
 - (iii) “*Collusive practice*” means designs to establish bid prices at artificial, non-competitive levels to deprive BL of the benefits of competition.
- B. Bidder should not be blacklisted by any CPSE/ Central Government Organization. A declaration in this respect must be submitted by the bidder on their letter head duly signed by the Authorised Signatory of the bidder.

2. EARNEST MONEY DEPOSIT

Unpriced Part should be accompanied by a Bank Draft / Bank Guarantee (**To be submitted in a SEPARATE ENVELOPE**) as per the attached format (Validity of which shall be three months from the date of Tender Opening) of INR 3000 (INR Three Thousand only) towards earnest money deposit (interest-free) executed by any scheduled bank drawn in favor of **Balmer Lawrie & Co. Ltd** payable at **Kolkata**. MSME and NSIC organization and startup organization will be exempted from paying EMD Fee but they have to provide the supporting documents. Instructions for EMD are as follows:

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

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

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

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

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

MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money

and Earnest Money deposit (EMD) amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender.

3. Clarifications of bidding documents

Bidder can seek any clarification on RFQ document through written mail to arora.a@balmerlawrie.com as per the Pre Bid Clarification Dates mentioned in this tender, clearly mentioning the bidder name, tender no.

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

4. Conditions for bid submission

The bidders shall upload their e-bids in the Scan Photo Copies prescribed in the RFQ documents. The bidder shall sign on the statements, documents, certificates owning responsibility for their correctness and authenticity.

A. Extension of RFQ bid submission

BL may, at its discretion, extend this deadline for submission of RFQ bids in which case all rights and obligations of BL and Bidders will thereafter be subject to the deadline as extended. Information on deadlines would be published in the site were the tender has been published.

5. Bid Price

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

- a. The price bid should be completed as per the price bid format only in **ONLINE MODE only**.
- b. The Total price must take into account all incidental costs associated with the provision of services including travel, transportation, communications, fees, Licenses cost, cost of service from 3rd party for requested integration etc. imposed on the bidder in India or any other country. There should be no other hidden costs for items quoted & no additional expense would be borne by Balmer Lawrie except quoted price. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any.
- c. Quoted commercial / Rates should be valid for 1 year from Date of Contract with Successful bidder.
- d. Price bid should be quoted only in e-procurement site as per format mentioned in Annexures

6. Modifications and withdrawals of bids

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

7. Bid opening

Opening of Bids by BL

7.1 The tender will be opened on the same day or the day appointed for the same by BL. Offers received without Bid Security shall be rejected.

7.2 "Price Bid" shall not be opened by BL on the same day and same shall remain unopened in the e-procurement site until such time that technical evaluation is completed.

8. Preliminary examination of bids

- a. BL will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the criteria specified in the Bidding Documents will be rejected by BL and shall not be included for further consideration. BL will also carry out a preliminary examination of any alternative bids submitted by Bidders.
- b. Prior to the detailed evaluation, BL will determine whether each bid is complete, and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents.

9. Clarifications

During the bid evaluation, BL may, at its discretion, ask the Bidder for a written clarification of its bid, which the bidder is bound to provide, within specified time failing which BL may at its discretion reject the bid.

10. Award of Contract/ Purchase Order

- I. Balmer Lawrie reserves the right to accept or reject any First (Original) or Updated bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for such action.
- II. BL may at its own discretion cancel the tender without assigning any reason to the bidder.

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

The Contractor shall commence the work on specific intimation from Balmer Lawrie in writing or the time indicated in the LOI/PO and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of Order / Contract, Balmer Lawrie, at its sole discretion will have the right to cancel the Order / Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of Balmer Lawrie's other rights and remedies in this regard.

12. Completion Period

Target date for the implementation of the solution will be as per the Project Plan once Letter of Intent is issued. Complete Solution implementation and Go Live Schedule will be based upon mutually agreed Project Plan prepared by bidder. Maximum time for completion is 45 days from start till end of the project.

13. Bid Evaluation Criteria

- BL will examine the bids to determine whether the bids are complete as per checklist and / or as per requirements of Bidding Document.
- The bids without requisite EMD will not be considered and bids of such bidders shall be

rejected.

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

14. Expenses to be borne by Bidder

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

15. Termination of the Contract

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

BL shall have the right to terminate this CONTRACT if:

- The Service Provider fails to provide services or contractual obligations in accordance with the provisions of this contract.
- If the bidder is found to be currently Blacklisted by any Govt, bank or any other institute anywhere in India or abroad.
- The Service Provider suspends the performance of all or part of the services, or
- The Service Provider abandons to the services, or
- The Service Provider becomes bankrupt or goes into receivership or liquidation or makes an assignment for the benefit of his creditors.

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

16. Language of Bid

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

17. Transfer of bid document

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

18. Invoices and Payments

- a. The Contractor's request for payment shall be made to Balmer Lawrie in writing, accompanied by

an invoice for the services rendered describing, as appropriate, the milestone completed. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract. The Contract Price shall be paid in Indian Rupees in accordance with the Payment Schedule.

- b. The tax element applicable from time to time to be shown separately in the invoice.
- c. Payments shall be made promptly by Balmer Lawrie, but in no case later than sixty (60) days after submission of an original invoice along with the stipulated acceptance/delivery certificate signed by competent authority/Project Coordinator/Authorized Representative, unless there is a clarification that is sought by Balmer Lawrie within this time.
- d. Payment will be done by NEFT mechanism only.
- e. Payments, if any, shall be made subject to deductions of TDS and such other taxes as may be applicable from time to time.
- f. BL, may, at any time, by a written order given to a developer, make changes within the general scope of the contract related to terms & references, enlarging or reducing the scope or specifications. If any such change causes an increase or decrease in the cost of, or time required for the execution of the work, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the work order shall be amended accordingly.

SECTION III

General Terms and Conditions

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

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

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

3. **Risk Purchase**

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

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

4. Observance of Local Laws :

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

5. Force Majeure:

The following shall amount to force majeure conditions:-

- i. Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil commotion, insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.
- ii. If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the contractor to Balmer Lawrie within 14 days from the date of occurrence thereof.
- iii. The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against Balmer Lawrie in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of contractor as to whether the deliveries have been so resumed or not shall be final and conclusive.
- iv. Force Majeure conditions will apply on both sides.

6. Prevention of Corruption

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

7. Arbitration

- i. If any time, any questions, disputes or differences what so ever arising out of or in any way concerning

the contract between Balmer Lawrie and the Contractors, the same shall be referred to the sole arbitrator i.e. Director [Finance] or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions Indian ARBITRATION AND CONCILIATION ACT, 1996. The award of the arbitrator shall be final and binding on both the parties. The fees of the arbitrator, if any, shall be paid equally by both the parties

- ii. The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by Balmer Lawrie or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.
- iii. The place of Arbitration will be 21, N S Road Kolkata 700001.

8. Laws Governing the Contract:

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

9. Indemnity:

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

10. Discrepancy in Words & Figures quoted in offer

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

11. Terms for Payment

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

Payments shall be made promptly by Balmer Lawrie, but in no case later than sixty (60) days after submission of an original invoice along with the stipulated acceptance/delivery certificate signed by competent authority/Project Coordinator/Authorized Representative, unless there is a clarification that is sought by Balmer Lawrie within this time.

Payment will be done by EFT mechanism only

Payment Schedule –

Kindly refer Price bid format in Annexure for details:

Sr. No.	Payment Amount	Payment Milestone
1.	40%	After delivery of Draft Report for Cyber Security Policies
2.	60%	After delivery & acceptance of Final Report for Cyber Security Policies

Note: All payments will be made in Indian Rupees

I. Price

Bidder shall quote a firm price for the total product giving applicable tax break-up which includes cost of solution, customization (if any) , configuration, training to users, implementation, traveling and accommodation (if any). Balmer Lawrie may ask for the activity wise break-up of the price after opening the price bid.

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

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

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

12. Liquidated Damage

- 1) If the contractor is unable to complete the jobs specified in the scope of work as per the agreed project plan, it may request owner for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, owner may at its discretion extend the period of completion and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 0.50% of contract value for each week of delay or part thereof. The LD shall be limited to 10% of the total contract value.

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

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

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

- (a) By force Majeure or
- (b) By reasons of exceptionally inclement weather or

By reason of civil commotion, illegal strikes or lock-out in which case the Contractor should immediately give written notice thereof to the owner.

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

- 13.** Target date for the implementation of the solution will be as per the Project Plan once Letter of Intent is issued. Complete Solution implementation and Go Live Schedule will be based upon mutually agreed Project Plan prepared by bidder with a maximum of 45 days from start to end of this project.

Section IV

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

Parameter	Requirement Description	Supporting documents To be submitted
Existence	Company should have been in existence in the last 3 years.	Certificate of incorporation
Full Cycle Implementation Experience as Primary Contractor	The Bidder must have experience in creation of Cyber Security Policy in at least 3 Indian Organizations (one of which should be a CPSE/ Government Organization) in last three years (period ending Bid submission date)	Relevant Purchase Order and Project completion certificate from Customers of the referred projects (at least 3 organizations including 1 PSU)
Power of Attorney	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP	To be submitted on a stamp paper signed by Notary
Financial stability of the bidder	The bidders organization should not have incurred losses in the past 3 years	Annual Report
Availability of Manpower	<ul style="list-style-type: none"> i. Minimum 2 Certified Ethical Hacker ii. Minimum 1 CISM, 1 CISA, 1 ISO:27000 implementer 	Submit relevant CVs
Quality certification	Bidder should be Cert-in Empanelled.	Proof of valid Cert-in empanelment

Section V

Technical Requirement

1. Background.

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

There has been a dramatic changes as to how the business is being conducted considering the constantly evolving technological landscape. In the face of constant evolution, it is imperative that an organization's stakeholders have a thorough understanding of their IT infrastructure, and maintain a clear roadmap for improving its security posture. Network being a vital component of the IT infrastructure, a periodic assessment of the same is absolutely mandatory to be ahead of threats by identifying vulnerabilities and mitigating risks. Web-based applications are to be constantly audited to mitigate risks.

BL operations and user base is spread across 30 locations with Corporate Office at Kolkata having around 180 users, factory locations have less than 100 users while small branch locations have around 10 users. The branch locations are connected to the Data centre in corporate office via MPLS VPNs. Applications hosted in the Data Centre is accessed by the users from various locations through MPLS VPN network or through Internet.

Balmer Lawrie has its applications hosted on various platforms like Linux / Windows etc. with different databases like MS SQL, DB2, MS Access etc. Some of these are hosted on in-house servers, some on 3rd Party hosting servers and others at NIC. Some web-based applications have already been audited also.

2. Requirement Synopsis

Balmer Lawrie wishes to appoint competent Firms for Creation of Cyber Security Policies for Balmer Lawrie

3. Scope of work

Selected Consultant Firm should frame the policies to mitigate the risk of cyber-attacks in the web facing applications & related Infrastructure. List of web-facing applications along with other details can be collected by the bidders by visiting Balmer Lawrie Head Office, between 24th April, 2017 to 28th April, 2017. Government Circulars / Policies regarding Cyber Security are to be taken care while framing these policies.

Validity of the contract will be till the issuance of completion certificate and completion of the contract. However, Balmer Lawrie reserves the right to terminate the Contract earlier.

Following outlines the scope of work to be carried out by the selected Bidder:

1. Drafting Cyber Security Policy for the Balmer Lawrie

- a) Preparation of Cyber Security Policy Draft Document which should be mapped with National Cyber Security Policy & Government Guidelines/ Circulars. Cyber Security Policy document should be aligned to following:

1. Web Applications

2. Databases
3. SAP
4. Mobile Applications
5. Websites
6. Network Devices
7. Laptop / Desktop
8. Servers

- b) Review proposed Cyber Security Policy Draft document with management & stake holders
- c) Prepare & submit Final Cyber Security Policy Document for Balmer Lawrie.

Note: Project plan has to be provided by the bidder for each activity as mentioned in the Scope

Documentation Format

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

4. Evaluation Methodology

- 1) Evaluation of commercial bid shall be on overall basis considering both technical as well as commercial offer.
- 2) Balmer Lawrie reserves the right to accept or reject any First (Original) or Updated bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for such action.

Evaluation of Technical Bid

Methodology

- a) The approach, methodology should be clearly defined.
- b) The bidder should provide the following:
 - Timelines – Project Plan
 - Deliverables
 - Approach
 - Technical solution
 - Team

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

5. Deliverables

The following deliverables are expected from the bidder

Cyber Security Policy Document for Balmer Lawrie containing Policies for:

1. Web Applications
2. Databases
3. SAP
4. Mobile Applications
5. Websites
6. Network Devices
7. Laptop / Desktop
8. Servers

6. Contract Completion Certificate

Completion Certificate shall be issued by BL after successful completion of work. Bidder has no other obligation under agreement. Submission of final documentation incorporating all the modifications.

Note:

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

7. Performance Bank Guarantee

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

8. Software and Tools

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

9. Inspection and User Acceptance Tests

BL reserves the right to carry out inspection and / or test any components of the configured Systems to confirm as per details mentioned in the scope proposal.

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

Section VI

Annexure & Price Bid Format

ANNEXURE – I

BANK GUARANTEE VERIFICATION CHECK LIST

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

ANNEXURE - II

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To

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

Whereas (Name of the bidder) (Hereinafter called “the Bidder”) has submitted its bid for the (Purpose) (Hereinafter called “the Bid”) against Tender reference No..... 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)

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

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

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

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

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

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

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

Place :

Date :

SIGNATURE OF TENDERER

ANNEXURE IV

**Bid form – Techno-Commercial Bid Submission for Creation of Cyber Security Policies for
Balmer Lawrie**

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

Date:

To

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

Dear Sir,

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

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

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

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

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

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

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

_____ [signature with office seal]

In the capacity of _____ [Designation]

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

Annexure V

Sub: Undertaking for manpower deployment for Creation of Cyber Security Policies for Balmer Lawrie

Ref:

Dated:

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

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

Signature of Authorized Signatory with office seal

Designation

Name :

Place :

Date :

Annexure VI

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

Ref:

Dated:

Price bid is to be submitted for Creation of Cyber Security Policies for Balmer Lawrie.

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

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

Price Bid for Solution

SL.	DESCRIPTION	Quantity	Unit	LUMPSUM RATE (IN Rs.) (except taxes & duties)		Remarks (Description for quoted commercials)
				IN FIGURES (₹)	IN WORDS	
	Cyber Security Policy Document for Balmer Lawrie	1	Lumpsum			

- Service Tax and other components to be shown separately
- The Commercials quoted in the eProcurement Platform will be valid for 1 year from Date of Contract with Successful bidder
- Please mention NA / 0 wherever values are not applicable.

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

_____ [signature with office seal]

In the capacity of _____ [Designation]

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

ANNEXURE-VII:

BID COMPLIANCE STATEMENT:

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

NAME OF WORK: Creation of Cyber Security Policies for Balmer Lawrie

TENDER ENQUIRY NO. :BL/IT/HO/WEB/LT/201718/0001 dated 18.04.2017

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

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

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

SIGNATURE OF BIDDER :

(With name of authorised signatory & designation)

NAME OF BIDDER :

COMPANY SEAL

ANNEXURE-VIII:

PAST EXPERIENCE OF SIMILAR SERVICES PROVIDED

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

SIGNATURE OF BIDDER :

NAME OF BIDDER :

COMPANY SEAL :

ANNEXURE-IX:

FINANCIAL DETAILS:

A. ANNUAL TURNOVER STATEMENT

The Bidder shall indicate here the turnover during preceding 3 years based on the audited balance sheets & profit & loss account statement. Copy of audited balance sheets including profit & loss account is attached.

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

B. Net Worth : Reserve + Capital - Accumulated losses

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

D. PAN and Service Tax Registration:

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

Copy of PAN Number and Service Tax registration are attached.

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

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

(Seal & Signature of Bidder)

ANNEXURE-X:

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

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

ANNEXURE XI: Bidder's Profile

Reference no.: BL/IT/HO/WEB/LT/201718/0001 dated 18.04.2017

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