

Balmer Lawrie & Co. Ltd.



Annual Maintenance Contract for Network Devices

TENDER NO : BL/IT/HO/NWAMC/PT/201718/0024 DUE DATE: 07/03/2018
TENDER DATE : 15/02/2018

CONTENTS

<u>SECTION</u>	<u>PAGE</u>	<u>DESCRIPTION</u>
SECTION A	1	INVITATION FOR BIDS (IFB)
SECTION B	6	INSTRUCTION TO BIDDERS (ITB)
SECTION C	11	TECHNICAL VOLUME
ANNEXURE I	17	UNDERTAKING
ANNEXURE II	18	BID FORM
ANNEXURE III	19	PERFORMANCE BANK GUARANTEE
ANNEXURE IV	21	PRICE SCHEDULE
ANNEXURE V	22	PAYMENT TERMS

SECTION – A

INVITATION FOR BIDS (IFB)

1. Salient features of the bid

Tender No. & Date	BL/IT/HO/NWAMC/PT/201718/0024 dated 15/02/2018
Job	Comprehensive AMC of Cisco Network Devices
Sale of Tender Documents (cost of tender)	Nil
Tender Submission Date	07/03/2018 by 18:30 Hrs IST
Place of Submission of Bid	Techno-commercial Ms. Hermeet Kaur, Mgr. (IT) Balmer Lawrie & Co. Ltd, 21, N.S. Road, Kolkata 700 001. Tel : (033) 22225505 Price Bid https://balmerlawrie.eproc.in
Opening of Tender	08/03/2018 after 10:00 Hrs IST
Bid Security/ Earnest Money Deposit	` 10,000/- (Indian Rupees Ten thousand only) – this will not attract any interest. Details are mentioned in Instruction to Bidders (ITB) chapter, clause 6.
Validity of Bid	3 Years from the date fixed for submission of bids including repeat orders.

2. Balmer Lawrie & Co. Ltd (BL) invites sealed bids from eligible bidders for the “Comprehensive AMC of Cisco Network Devices”.
3. Interested bidders may obtain further information from the office of Balmer Lawrie & Co. Ltd, 21, N.S. Road, Kolkata 700 001.
4. The bidder may download the bidding documents from website at <https://balmerlawrie.eproc.in> and www.balmerlawrie.com. Details of downloading, and submission are provided in the “Section B - Instruction to Bidders” (ITB).
5. The tender document consists of:-
 - i) Invitation for Bid (IFB)
 - ii) Instruction to Bidders (ITB)
 - iii) Technical Volume
 - iv) Associated Forms & Schedules

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

7. Mandatory Qualifying Criteria

Sl.	Mandatory Qualification Criteria	Documentary Evidence
1.	Language of bid shall be in English language. In case any document is submitted by bidder in other than English language, authentic English translation of the same shall be submitted along with the bid. (e.g. citations, etc.).	<ul style="list-style-type: none"> • N/A
2.	The bidder should be a registered company in India as per Companies Act. The Certificate of Incorporation issued by Registrar of Companies along with the copies of Memorandum and Articles of Association are required to be submitted along with the technical bid.	<ul style="list-style-type: none"> • Certificate of Incorporation • Memorandum and Articles of Association
3.	The bidder should have successfully executed similar work such as maintenance of Cisco Networking Devices (Core Switch, Firewalls, Routers, Access switches) for at least 2 (Two) domestic customers / organizations during the last 3 (three) years from the Tender closing date. Proof of Concept(POC) done would not be treated as an experience for the bidder.	<ul style="list-style-type: none"> • Citation & proofs (PO copy) with relevant information.
4.	The bidder should have at least 3(Three) full time OEM certified support engineers in permanent role(s)	<ul style="list-style-type: none"> • Indicative CVs with relevant certification details to be furnished • Self declaration with list of engineers need to be provided by the bidder

5.	The bidder should have positive Profit Before Tax (PBT) during the last three financial years ending 31.03.2016.	<ul style="list-style-type: none"> Certified / Audited P&L statement of last three years in support of turnover and profitability.
6.	The bidder should furnish all relevant documents duly signed and office sealed by authorized signatory, failing which their bid shall stand rejected.	<ul style="list-style-type: none"> Power of Attorney (PoA) to show authorization of the person.
7.	The bidder should be ISO 9001:20000 certified	<ul style="list-style-type: none"> Certificate copy duly signed and stamped.
8.	The bidder should be a certified gold/premium partner of Cisco.	<ul style="list-style-type: none"> Relevant documentary proof (Partnership certificate)
9.	The bidder needs to submit MAF from Cisco for this tender	<ul style="list-style-type: none"> MAF in original
10.	The bidder should have direct presence in Kolkata (with support infrastructure and spare stock location) where most of the devices are present to facilitate availability of spares and emergency hardware support.	<ul style="list-style-type: none"> VAT Registration certificate/ Trade license copy
11.	The bidder should have 24x7 call center.	<ul style="list-style-type: none"> Self declaration on company letterhead confirming the call centre existence with details of helpdesk.
12.	The bidder should not have been black listed/ banned from business dealings by any of the Government Authorities or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the name of the company or organization must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered.	<ul style="list-style-type: none"> Self-declaration on company letterhead
13.	PAN, GST Registration Number	<ul style="list-style-type: none"> Certificate and other relevant documentary proof

8. The bidder should furnish the following information (Bidder's profile summary):

A. Background Information			
Name			
Corporate Office Address			
Contact Person			
Contact Number			
Fax Number			
E-mail id			
Nature of Business			
Kolkata Office Address			
Contact Person			
Contact Number			
Fax Number			
Email Id			
Number of offices			
Network of offices at Kolkata that provide support for the scope of work for this tender and manpower of the same.			
Annual revenue in the last three Financial Years in India (Please attach annual reports)			
B. Experience			
The bidder should have successfully executed similar work such as maintenance of Cisco Networking Devices (Core Switch, Firewalls, Routers, Access switches) for at least 2 (Two) domestic customers / organizations during the last 3 (three) years from the Tender closing date. Proof of Concept(POC) done would not be treated as an experience for the bidder.	Please add additional pages as required		
Bank Details			
Particulars of Bank Account with IFSC code, Type of Account and Ledger Folio Number to which payments will be made	Please attach a copy of the cheque/ cancelled cheque		
Profit Before Tax (PBT)	FY1(`/Cr)	FY2(`/Cr)	FY3(`/Cr)
C. Details of Certificate			
Income Tax	Copy of Registration Certificate / PAN card		
GST	Copy of Registration Certificate		

9. Bidders are expected to submit all necessary documents in support of fulfilment of eligibility criteria. However, in case any further document is found necessary for proper assessment, the bidder may be asked to furnish the same at the sole discretion of BL.
10. The bidder must submit a certificate of no conflict through authorized signatory confirming that there would be no conflict of interest with BL. Bids of any Tenderer may be rejected if a conflict of interest between the Tenderer and BL is detected at any stage.
11. BL reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to award of the Contract / Purchase Order without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidder(s). Mere submission of tender document shall not mean fulfilment of requirements of eligibility of the Bidder(s).
12. No cognizance shall be taken for references by the bidder to various clauses of Contract/ Tenders awarded earlier by BL.
13. Deviations seeking any change in the text of various Clauses or Articles shall not be accepted. Bidder (s) may list deviations, only in respect of intended effect as perceived by them.
14. BL takes no responsibility for delay, loss or non-receipt of documents sent by post/ courier at any time. No financial obligation shall accrue to BL in such an event.

SECTION-B

INSTRUCTION TO BIDDERS (ITB)

1. Ethical Standard

1.1 Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, BL will reject 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.

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

2. Cost of Bidding

There will be no cost of Tender Document.

3. Amendment of bidding documents

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

4. Submission of bids & documents accompanying the bids

Parts I & II shall be submitted in separate covers. **Part III shall be submitted online only and no hardcopy should be submitted.** For PART I & II of the bid, the bidder shall prepare one original copy of the bid, clearly marking as “Original Bid”. The bidder should also provide the documents in un-editable mode in the form of soft copy, be marked as “Copy”. In the event of any discrepancy between them, the original shall govern.

Part-I: This part shall be marked as “Part I – Bid Security” and shall not contain any price at all. The Bid Security should be placed in a separate envelope within Part I. Tender No. and title should be clearly mentioned on the envelope.

Part-II (in two Sets): This part shall be marked as “Part II – Techno-commercial bid”, placed in a separate envelope and shall not contain any price at all. **One set of soft copy needs to be provided as well in CD containing a word document of the techno-commercial response.** Tender No. and title should be clearly mentioned on the envelope. Part II should also be submitted in the e-procurement website.

Part II shall comprise of:

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

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

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

Submission

The Bidder shall seal the original Part-I (Bid Security), Part-II (Techno-commercial bid). The envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall

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

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

Conditions for online bid submission

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

The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents, displayed in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., which is requested in support of their eligibility criteria/technical bids in the e-Procurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/ authenticity.

i) **Registration with e-Procurement platform:**

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd. – Mr. Tuhin Ghosh(+918981165071) e-mail:tuhin.ghosh@c1india.com, Mr. Tirtha Das(+919163254290) e-mail :tirtha.das@c1india.com, Mr. Siva Kumar (Chennai) e-mail : siva.kumar@c1india.com, Mr Ravi Gaiwal (022)66865611 e-mail:ravi.gaiwal@c1india.com or they can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>.

ii) **Digital Certificate authentication:**

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

iii) **Submission of Hard copies:**

Under no circumstances the Price Bid should be submitted in physical form. Part I & II, however, should be submitted in hard copy. Part II should also be submitted in the e-Procurement site.

iv) **Deactivation of Bidders:**

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

v) **Tender Document:**

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

vi) **Bid Submission Acknowledgement:**

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. C1 India is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing. Before scanning for uploading, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity.

a. Such uploaded documents pertaining to Technical Bid need to be attached to the tender while submitting the bids on line.

b. The bidders should furnish hard copies of all the uploaded documents, **excepting the Price Bid.**

Disclaimer for e-procurement:

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

Extension of bid submission

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

No Deviation

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

5. Bid Price

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

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

6. Bid Security (Earnest Money Deposit)

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

- 6.1 The bid security shall be in the form of a Pay Order / Demand Draft drawn on "Balmer Lawrie & Co. Ltd." Payable at Kolkata, from a Scheduled or Nationalised Bank other than a Co-operative or Gramin Bank.
- 6.2 Any bid not accompanied with the prescribed bid security, shall be rejected by BL as non-responsive.
- 6.3 In case the vendor is an MSME, relevant Government circulars will be applicable.
- 6.4 The EMD shall be refunded to the unsuccessful bidder(s) on submission of official request.
- 6.5 The bid security of the successful Bidder will be returned/ refunded when the Bidder has signed the Contract Agreement and furnished the required Performance Bank Guarantee.
- 6.6 The bid security may be forfeited:
 - (a) If a Bidder withdraws its bid during the period of bid validity period (as mentioned in Sl. 1 of IFB) after submission of bid, except as provided under "Modification and Withdrawal of Bid" – ITB Clause 7.
 - (b) In the case of the successful Bidder, if the Bidder fails to:
 - (i) Sign the Contract in accordance with ITB Clause 11; or
 - (ii) Furnish Performance Bank Guarantee in accordance with Clause 13 of the Section C - Technical Volume.

7. Modifications and withdrawals of bids

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

8. Bid opening

Opening of Bids by BL

- 8.1 Part-I and Part-II of the tender will be opened on the same day or the day appointed for the same by BL. Offers received without Bid Security shall be rejected.
- 8.2 Part-III – “Price Bid” shall not be opened by BL on the same day as Part I & II, and same shall remain unopened in the e-procurement site until such time that technical evaluation is completed.

9. Preliminary examination of bids

- 9.1 BL will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the criteria specified in the Bidding Documents will be rejected by BL and shall not be included for further consideration. BL will also carry out a preliminary examination of any alternative bids submitted by Bidders.
- 9.2 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.

10. Clarifications

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

11. Award of Contract/ Purchase Order

- 11.1 The Purchaser will award the contract to the successful Bidder/Tenderer whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder/Tenderer is determined to be qualified to perform the contract satisfactorily.
- 11.2 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.
- 11.3 Balmer Lawrie reserves the right to terminate the contract during the contract period in case the service is non-satisfactory or update the asset list if a particular asset becomes obsolete/ redundant. In such cases the SLA terms for the new asset list will be mutually agreed upon.

12. Transfer of bid document

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

13. Compliance with company law

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

SECTION C - Technical Volume

Project Introduction

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

Network is a vital component of the IT infrastructure and hence has a direct impact on the business continuity. A stable, working network is critical for normal day-to-day operations.

In this regard, BL invites technically competent bidders to provide support for its mission critical network devices.

1. Business requirements

- Comprehensive Maintenance of Active networking equipment which includes preventive and remedial maintenance of the active network components. It will also include supply and replacement of devices as and when required.

2. Functional requirements

- Hardware Replacement
- Hardware Troubleshooting
- Configuration support/ troubleshooting
- Independent Advice

3. Broad Scope of Work

Items specified in the Asset List below need to be covered under comprehensive AMC

by the vendor.

Asset List

Device	Model	Sl. No.	Location	Support Period from the date of PO
FIREWALL	ASA5505-U-AIP5P-K9	JMX165041NH	Mumbai	1 Year
FIREWALL	ASA5505-U-AIP5P-K9	JMX1750Z1MK	Chennai	1 Year
FIREWALL	ASA5505-U-AIP5P-K9	JMX175040R7	Delhi	1 Year
FIREWALL	ASA5505-U-AIP5P-K9	JMX175040R5	Bangalore	1 Year
FIREWALL	ASA5505-U-AIP5P-K9	JMX165041NK	Hyderabad	1 Year
FIREWALL	ASA-5585-SEC-PL	JMX16367004	Kolkata	3 Years
FIREWALL	ASA-5585-SEC-PL	JMX1636700V	Kolkata	3 Years
FIREWALL	Cisco ASA 5520	JMX1135L0QH	Kolkata	3 Years
FIREWALL	Cisco ASA 5510	JMX1312L014	Kolkata	3 Years
FIREWALL	Cisco ASA 5510	JMX1446L2WP	Kolkata	3 Years
ROUTER	1941-HSEC+/K9	FGL163711U4	Kolkata	3 Years

ROUTER	Cisco 2811	FHK1032F0VK	Kolkata	3 Years
ROUTER	Cisco 1941	FHK144773LP	Kolkata	3 Years
ROUTER	Cisco 1941	FGL150422KM	Kolkata	3 Years
ROUTER	Cisco 1941	FGL161626KN	Kolkata	3 Years
ROUTER	Cisco 1941	FGL171012FC	Kolkata	3 Years
ROUTER	Cisco 1941	FGL171012FD	Kolkata	3 Years
SAN SWITCH	DS-C9148D-8G32P-K9	AMS15420408	Kolkata	3 Years
SAN SWITCH	DS-C9148D-8G32P-K9	AMS16200016	Kolkata	3 Years
ACCESS SWITCHES	CISCO WS-C2960S-24TS-L	FOC1708X0R9	Kolkata	3 Years
	WS-C2960S-48TS-L	FOC1637W1W4	Kolkata	3 Years
	CISCO WS-C2960S-24TS-L	FOC1708X0QR	Kolkata	3 Years
	CISCO WS-C2960S-24TS-L	FOC1708X0SB	Kolkata	3 Years
	CISCO WS-C2960S-24TS-L	FOC1648Z1GQ	Kolkata	3 Years
	CISCO WS-C3560X-48T-S	FDO1637Y3L0	Kolkata	3 Years
	CISCO WS-C3560X-48T-S	FDO1551P0FD	Kolkata	3 Years
	CISCO WS-C2960S-24TS-L	FOC1648Z1GJ	Kolkata	3 Years
	CISCO WS-C2960G-24TC-L	FOC1439Z3JP	Kolkata	3 Years
	2960 switches	FOC1507V30V	Kolkata	3 Years
	2960 switches	FOC1506Y52F	Kolkata	3 Years
	2960 switches	FOC1503W0Z9	Kolkata	3 Years
	2960 switches	FOC1502W76A	Kolkata	3 Years
	2960 switches	FCQ1525Z1J2	Kolkata	3 Years
	2960 switches	FCQ1522Z37L	Kolkata	3 Years
	2960 switches	FOC1708X0S4	Kolkata	3 Years
	2960 switches	FOC1708X0S1	Kolkata	3 Years
	2960 switches	FOC1402V5E8	Kolkata	3 Years
CORE SWITCH	CISCO WS-C6506-E	SAL1634L59S	Kolkata	3 Years

****Please note that the quantity of access switches(Cisco 2960) may change by +/- 20%. Same price will be applicable to the additional quantity.**

4. Detailed Scope of work

- 4.1. The vendor will need to troubleshoot and resolve problems fully with the support from OEM, and replace faulty items with back to back arrangement with OEM. The back-to-back OEM alignment document needs to be submitted within 15 days after the order is placed on the successful bidder.
- 4.2. A Service Level Agreement (SLA) will have to be signed by the selected vendor before starting the AMC.
- 4.3. Vendor should have 24x7 call center to log support calls.

- 4.4. To provide support for all Cisco equipments (as mentioned in the Asset List above), vendor has to ensure the availability of at least one technical support person at Balmer Lawrie(during a breakdown situation) with average experience of 2-3 years with this skill set dedicated for the Cisco devices.
- 4.5. One project manager/lead has to be deployed for managing the issues and he/she will be the single point of contact (SPOC) for any communication from customer end. Project manager should have a graduate degree with more than 6-8 years of experience in managing similar kind of network and with a team leading capability to achieve the targeted SLA.
- 4.6. In case of failure of network devices, vendor will ensure that the network is made operational within the stipulated response & resolution time.
- 4.7. Vendor will be have to maintain adequate spares to restore network service within the stipulated resolution time in the SLA.
- 4.8. Any configuration changes requested by the customer should be verified by the vendor and implemented only in accordance with the corporate IT security policy.
- 4.9. Vendor will have to maintain the network asset base of equipment covered under the AMC deployed.

5. SLA Terms:

- 5.1 Certain items in Asset List that are going End of Support as declared by the OEM during the contract period must be covered with best skilled support by the vendor post the End of Support dates declared by OEM. During this period, the vendor may not replace the devices, but configuration support would still be required. Vendor must provide a list of such items with OEM declaration of end of support along with the bid.
- 5.2 Vendor will ensure the availability of professionally experienced team to provide the required on-site operation and maintenance on 8x5 NBD basis for hardware replacement and 24x7 basis for configuration support. Vendor will have to ensure the availability of necessary configuration support team on-call basis, including Saturdays, Sundays and all other holidays.
- 5.3 Vendor will ensure the availability of professionally experienced team to provide the required on-site operation and maintenance on 8x5 NBD basis for hardware replacement and 24x7 basis for configuration support. Vendor will have to ensure the availability of necessary configuration support team on-call basis, including Saturdays, Sundays and all other holidays.
- 5.4 Vendor will be responsible for coordinating with the OEM, raising RMA, Getting faulty part replaced with genuine parts supplied by OEM and complete resolution of the issue
- 5.5 The call logging facility should be available 24x7. The Support team shall simulate problems and provide online assistance to BL.

- 5.6 In case of a breakdown situation, well trained and certified engineer shall visit the specified office of BL to resolve the problem reported. The typical activities covered under onsite maintenance shall be problem diagnosis, resolution by restore/repair/replacement, user assistance, installation of updates, patches provided by the vendor on the system apart from the knowledge base for technical information relevant to the Cisco devices.
- 5.7 Adequate redundancies have been made in the critical resources located at the core and distribution layer of the network. It is the responsibility of the vendor to check the health of the network devices on a monthly basis. In case any hardware fault is identified during the monthly check-up, faulty item needs to be replaced within five working days to bring back the original redundancies. Necessary standby shall be provided in case of emergency.
- 5.8 Vendor has to ensure the SLA for hardware replacement is 8x5 NBD. For resolving configuration related calls the CTR (Call to Resolution) time should be 12 hours.
- 5.9 Vendor should maintain a record of all faults reported and their response and resolution times, as well as resolution status. Vendor will circulate the call status (including closed calls) report performed by helpdesk on monthly basis to the respective stakeholders as defined by the customer. Vendor will also circulate the status of item replacement report of all defective items on monthly basis
- 5.10 Vendor has to maintain a performance log of all critical network devices and alert the customer in advance if there is any irregularity.
- 5.11 Vendor has to give free software patches and upgrades for network devices as released by the OEM to fix bugs/vulnerabilities in the IOS.
- 5.12 Balmer Lawrie reserves the right to terminate the contract during the contract period in case the service is non-satisfactory or update the asset list if a particular asset becomes obsolete/ redundant. In such cases the SLA terms for the new asset list will be mutually agreed upon.

6. Penalty for Non-Compliance

If the SLA terms(as mentioned in Clause 5, Section C) are not met by the vendor, then penalty will be imposed as follows:

Hardware support: 0.5% of the basic order value per day of delay subject to a maximum of 3% of the order value.

Configuration support: 0.5% of the basic order value per day of delay subject to a maximum of 5% of the order value.

Penalty will be deducted from the next payable yearly payment.

7. Terms for Payment

- Payment for AMC support will be done on annual advance basis on submission of invoices and the OEM alignment documents for that year.

Payment Terms are mentioned in Annexure V.

8. Performance Bank Guarantee

- 13.1 The Contractor shall provide the Bank Guarantee from Nationalised/Scheduled Bank in favour of Balmer Lawrie at the times and in amount, manner and form specified in Annexure II. 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.
- 13.2 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.
- 13.3 The successful bidder shall furnish 1 Performance Bank Guarantee within thirty (30) days of the Effective Date of Contract/Purchase Order for an amount equivalent to 10% of the Basic Price. This would be valid till 3 years from the start date of the purchase order

The PBGs would be released within 60 days of their date of expiry. In the event that the AMC is renewed, validity of PBG may be extended appropriately.

Failure of the successful bidder to comply with these requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

FORMS & ANNEXURES

ANNEXURE I	Undertaking
ANNEXURE II	Techno-Commercial Bid Submission Letter
ANNEXURE III	Format for Performance Bank Guarantee
ANNEXURE IV	Price Schedule
ANNEXURE V	Payment Terms

ANNEXURE I

Letter of Undertaking on Company Letter head

To
Manager(IT)
BalmerLawrie & Co. Ltd.
21 N S Road
Kolkata – 700001
Phone: 033-22225505

Sir/Madam,

We _____(bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments in India or any Financial Institution in India.
- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

For: _____
Signature: _____
Name: _____

ANNEXURE II

Bid form – techno-commercial bid submission letter

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

Date:

Ms. Hermeet Kaur

Mgr.(IT)

Balmer Lawrie & Co Ltd

21, N.S. Road, Kolkata 700001

Ref.: Your Tender no. _____

Dear Sir,

Having examined the bid documents, including Addenda, 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 Facilities 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]

* Detailed Bill of Material with Product and Services Part No need to be submitted

ANNEXURE III

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

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

Address

Guarantee No.

A/c Messrs *(Name of Contractor)*

Date of Expiry

Limit to liability (*amount in INR*)

Contract No.

For *(Name of Facilities)*

Subject : Performance Bank Guarantee.

Date 201.

To

.....
.....
.....

[Name and Address of Employer]

Dear Sir,

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

1. We **(Name of the Bank)** do hereby expressly irrevocably and unreservedly undertake to unconditionally pay to you merely on your written demand, without referring it to the contractor and without protest and demur an amount not exceeding **(amount in INR)**. Any such demand made on us shall be conclusive as regards the amount due and payable by us under this

guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding

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

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

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

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

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

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

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

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

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

Yours faithfully

Dated day of 201_

For

(Name of the Bank with office seal)

ANNEXURE IV

Price Schedule

The price bid would be submitted online in the e-procurement site. **No hard copy should be submitted separately.** Given below is the price bid summary table. The bidder should quote for the following:

Sl. No.	Description of Equipment	Qty.	Support cost per year per unit	Support cost per year for total quantity	Support cost for 3 years for total quantity	Taxes as applicable in %age
1	Core Switch 6506 E	1				
2	ASA 5505 Firewalls	5				
3	ASA 5510 Firewalls	2				
4	ASA 5520 Firewall	1				
5	Cisco 2811 Router	1				
6	Cisco 1941 Routers	6				
7	SAN Switches MDS 9148	2				
8	Access Switches 2960	16				
9	Access Switches 3560	2				

** Please note that the L1 bidder will be decided on “**Support cost for 3 years for total quantity**”.

ANNEXURE V**Payment terms**

Sl. No.	Description	Payment Terms
1	AMC payment for 1 st year of support	100% annual advance on submission of OEM back-to-back alignment documents for that year
2	AMC payment for 2 nd year of support	100% annual advance on submission of OEM back-to-back alignment documents for that year
3	AMC payment for 3 rd year of support	100% annual advance on submission of OEM back-to-back alignment documents for that year

**Please note that the PO for the AMC support of quoted devices will be for 3 years. Payment will be made on annual advance basis every year. Refer to Clause 11, Section-B for further details.

CHECKLIST

Sl. No	Enclosure / Document needed	Tick
1.	Signed copy of tender document (all pages to be signed and stamped)	<input type="checkbox"/>
2.	Un-priced copy of the price schedule clearly marking "XXX" wherever price is quoted mentioning applicable taxes and duties.	<input type="checkbox"/>
3.	Bid form (techno-commercial bid submission letter – Annexure I) – This should be signed by an authorized person holding Power of Attorney to act on behalf of the Bidder	<input type="checkbox"/>
4.	Power of attorney in original or duly notarized	<input type="checkbox"/>
5.	Bid Security (Earnest Money Deposit) – Pay Order / Demand Draft	<input type="checkbox"/>
6.	Bank Details including copy of Cancelled Cheque	<input type="checkbox"/>
7.	Bidder's Profile, Experience of similar projects, OEM Partnership certificate, CV of the project manager and indicative CVs of onsite engineers	<input type="checkbox"/>
8.	Manufacturer Authorisation Form (MAF) in Original	<input type="checkbox"/>
9.	Certified / Audited P&L statement of last three years in support of profitability	<input type="checkbox"/>
10.	Declaration of not being Black listed by Govt. or PSU/PSE.	<input type="checkbox"/>
11.	Certificate of no conflict of Interest with BL.	<input type="checkbox"/>
12.	Support level proof and relevant documents	<input type="checkbox"/>
13.	Response and proof pertaining to Mandatory Qualifying Criteria.	<input type="checkbox"/>

***Please note that the above list is only indicative and not exhaustive. Bidders are requested to go through the Tender document thoroughly for all requisite documents.

