



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

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NOTICE INVITING TENDER FOR SELECTION / HIRING OF DATA CENTRE SERVICE PROVIDER FOR  
CO-LOCATION OF DISASTER RECOVERY SOLUTION

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**TENDER NO** : BL/IT/HO//DCSP/PT/201819/0018  
**TENDER PUBLICATION DATE** : 30/03/2019  
**PRE-BID MEETING DATE** : 11/04/2019  
**TENDER DUE DATE** : 23/04/2019  
**TENDER HOSTING WEB SITE** : <https://balmerlawrie.eproc.in>  
www.balmerlawrie.com  
  
**TENDER IN-CHARGE** : Pradeep Thekutte, thekutte.p@balmerlawrie.com  
**ADDRESS** : 4<sup>th</sup> Floor, IT Department, 21 NS Road, Kolkata - 700001

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**Disclaimer**

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

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## SECTION-1 : INVITATION FOR BIDS

### 1.1 Tender Schedule

<b>Tender No. &amp; Date</b>	<b>BL/IT/HO/DCSP/PT/201819/0018</b>
<b>Job</b>	Selection / Hiring of Data Centre Service Provider (DCSP) for Co-location of Disaster Recovery Solution
<b>Cost of Tender Document</b>	Nil (Free Download from the tender site)
<b>Tender Publication Date</b>	<b>30/03/2019</b>
<b>Last date and Time for receiving Pre-Bid Queries</b>	<b>10/04/2019 at 12:00 hrs IST</b>
<b>Pre Bid meeting date, time and venue</b>	<b>11/04/2019 at 11:00 hrs IST</b> Venue : Balmer Lawrie & Co. Ltd, 21, N.S. Road, Kolkata 700 001.
<b>Tender Submission Date</b>	<b>23/04/2019 at 18:30 Hours IST</b>
<b>Place of Submission of Bid</b>	<b>Techno-commercial –To be submitted online as well as hard copy</b>  Mr. Pradeep Thekutte, AVP(IT Infrastructure) Balmer Lawrie & Co. Ltd, 21, N.S. Road, Kolkata 700 001. Tel : (033) 22225204, Fax : (033) 22225253 Email : thekutte.p@balmerlawrie.com  <b>Price Bid -To be submitted online only at <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a></b> <b>The bid will be rejected if the Price Bid is submitted in hard copy</b>
<b>Technical Query</b>	Interested bidders can send emails to thekutte.p@balmerlawrie.com for any technical query
<b>Bid Security/ Earnest Money Deposit</b>	₹ 50,000/- (Indian Rupees Fifty Thousand only). – This will not attract any interest.  Registered micro and small enterprises shall be exempted from furnishing EMD, subject to their submission of their registration details. EMD has to be submitted online only. Please refer to Clause No. 1.1.6 in SECTION-1 of this document for more details.
<b>Validity of Bid</b>	180 days from the bid submission date

#### 1.1.1 Invitation

Balmer Lawrie & Co. Ltd (BL) invites sealed bids from eligible bidders for “Selection / Hiring of Data Centre Service Provider (DCSP) for Co-location of Disaster Recovery solution”.

You are requested to submit your offer in a Two-part bid for the subject as per the Technical specifications / Functional requirements, Scope of Work and Terms & Conditions as mentioned in this Tender document.

### 1.1.2 Downloading of bidding document

The bidder can download the bidding documents from website at <https://balmerlawrie.eproc.in>.

### 1.1.3 Tender Document

The tender document consists of:-

#### SECTIONS:

- Section 1 : INVITATION FOR BIDS
- Section 2 : INSTRUCTIONS TO BIDDERS
- Section 3 : MANDATORY QUALIFYING CRITERIA
- Section 4 : BUSINESS REQUIREMENT
- Section 5 : COMMERCIAL TERMS & CONDITIONS
- Section 6 : TECHNICAL SPECIFICATIONS/ REQUIREMENTS

#### ANNEXURES:

- Annexure 1: Format for Letter of Authorization for attending pre-bid meeting
- Annexure 2 : Pre-bid Queries Format
- Annexure 3 : Bid Form – Techno Commercial bid submission letter
- Annexure 4: Bid compliance statement
- Annexure 5: Mandatory Qualifying Criteria / Eligibility Criteria
- Annexure 6: No Blacklist declaration
- Annexure 7: Statement of No Deviation
- Annexure 8: Minimum Technical Specifications needed
- Annexure 9 : Details of Assets to be shifted to Co-Location site
- Annexure 10: Price Bid Format
- Annexure 11: Non-Disclosure Agreement
- Annexure 12: Online EMD
- Annexure 13: Bank Transfer / RTGS details
- Annexure 14: Bid submission checklist

### 1.1.4 No deviation Bid

It shall be the responsibility of the persons submitting the bid to ensure that the bid has been submitted in the specified format and as per the terms and conditions of the tender documents and no change should be made therein. In the event of any doubt regarding the terms and conditions / formats, the person concerned may seek clarifications from the authorized officer of BL. In case any tampering / unauthorized alteration is noticed in the bid submitted from the bidding document available on the BL Website, the said bid shall be summarily rejected, and the company shall have no liability whatsoever in 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.

### 1.1.5 Bid Submission

Bidders are required to submit their bids in two parts:

- i. Techno-Commercial Bid
- ii. Price Bid

**Techno-Commercial Bid:** This should contain all the required documents such as but not limited to hardware/software/solution/consultancy proposal along with relevant technical literature and data sheets, BoM with part codes (if any), compliance to technical specifications, unpriced commercial bid

and acceptance to all commercial terms and conditions etc. For a complete list of documents to be submitted under Techno-Commercial Bid, please refer to Annexure-14 as well as Point 2.2.7 under SECTION 2-INSTRUCTION to BIDDERS.

**Price Bids:** This should contain Prices and Taxes against all the line items in Price Bid Format specified in Annexure-10.

#### **1.1.6 Earnest Money Deposit (EMD)**

**EMD of ₹ 50,000/- (Rupees Fifty Thousand only) is to be paid online** as per Annexure-12 in this tender document. Cheque or any other form of payment is not acceptable towards EMD. EMD will be refunded online to unsuccessful bidders after finalization of tender. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

- I. Any bid not accompanied with the prescribed bid security/EMD, shall be rejected by BL as non-responsive.
- II. The bid security/EMD of the successful bidder will be returned/ refunded when the Bidder has signed the Contract Agreement / Purchase Order and fulfilled all the contractual obligations with respect to the scope of this tender and has also furnished the required Performance Bank Guarantee (PBG).
- III. Please note, EMD will be exempted for vendors, who furnish a valid National Small Industries Corporation (NSIC) & Micro, Small & Medium Enterprises (MSME) registration certificate covering goods /services that are proposed to be procured. Following exemptions till such time it is valid/in force as per the latest notification/circular issued by Govt. of India, may be considered while tendering in respect of vendors coming under the definition of “Micro, Small & Medium Enterprises” industries.
- IV. EMD is liable to forfeiture if:
  - a) In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.
  - b) Fails to sign / Non acceptance of Contract / Purchase Order within the stipulated time.
  - c) Any unilateral revision made by the bidder during the validity period of offer.
  - d) Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.
  - e) Non submission of PBG (if applicable).

BL does not take any responsibility for any delay in submission or non-submission of online bid/EMD due to connectivity problems or non-availability of website. No claims on this account shall be entertained.

#### **1.1.7 Rejection of Incomplete Tender**

Incomplete tender shall be liable for rejection without seeking any further clarification. BL also reserves the right to reject any or all tenders without assigning any reasons whatsoever.

## SECTION-2 : INSTRUCTION TO BIDDERS

2.1	General Definitions
2.2	General conditions of the Tender and Instructions to Bidders for E-Tendering

### 2.1 General Definitions

2.1.1 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. "SITE" shall mean the place or places, including Project site where the system will be delivered and installed
- iii. "CONTRACTOR" shall mean the individual, or firms who enters into this Contract with Balmer Lawrie and shall include their executors, administrators, successors and assigns.
- iv. "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.
- v. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by Balmer Lawrie.
- vi. "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.
- vii. "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.
- viii. 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.
- 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.

2.1.2 The above mentioned general conditions shall be read in conjunction with the other conditions of contract, special conditions of contract, Technical Specifications etc. 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.

2.1.3. 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.



## **2.2 General Conditions of the Tender and Instructions to Bidders for E-Tendering**

### **2.2.1 Ethical Bidding**

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

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

- “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;
- “fraudulent practice” means a misrepresentation of facts to influence the procurement process;
- “collusive practice” means designs to establish bid prices at artificial, non-competitive levels to deprive BL of the benefits of competition.

### **2.2.2 Cost of Bidding**

There will be no cost of the Tender Document.

### **2.2.3 Expenses**

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

### **2.2.4 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 way the work is to be carried out shall be final & conclusive and the tenderer shall carry out work in accordance with this decision.

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.

### **2.2.5 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. Any amendments / corrigendum, as and when required, will be uploaded only on the website of the company <http://www.balmerlawrie.com>, <https://balmerlawrie.eproc.in> and related Govt. of India websites, where the tender is floated. Interested vendors should regularly visit these websites for any updates. BL is not liable in case the bidder(s) fail to make note of such amendments.

### **2.2.6 Clarification of bidding documents / Pre-bid meeting**

A pre-bid meeting shall be organized on the date and time as mentioned in the **Invitation For Bids (IFB)** section to provide clarifications sought by the prospective bidders. Subsequently the Tender may undergo some modifications after the pre-bid meeting. The corrigendum for such modification would be placed at the e-procurement website <https://balmerlawrie.eproc.in>

including any key date change, if any, shall be issued and uploaded only in the e-procurement site for all bidders to view.

Bidders are requested to send in clarifications pertaining to the bidding documents by notifying BL in writing before last date and time of pre-bid queries date. BL will endeavor to provide timely response to all queries. However, BL makes no representation of warranty as to the completeness or accuracy of any response made in good faith, nor does BL undertake to answer all the queries that have been posted by the prospective bidders. Queries received late may or may not be addressed during the pre-bid meeting. Responses to relevant queries will be updated in <https://balmerlawrie.eproc.in>. No bidders shall be intimated individually about the response of BL. It is advisable for bidders to attend the pre-bid meeting. The list of queries should be sent in one communication only and should be in the format as mentioned in Annexure-2 (Pre-bid queries format). On the date of pre-bid, at most 2 representatives of each bidder would be allowed entry (such representatives shall bring their business cards).

All the bidder should mention in writing to BL the names of the representatives attending the pre-bid query as mentioned in Annexure-1 (Letter of authorization for attending pre-bid meeting). This authorization letter should be mailed in advance to indicate the intention of attending the pre-bid meeting as well as should be hand carried during pre-bid meeting. Please note, without prior written information no bidder will be allowed to join Pre-bid meeting.

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 Addenda to the Bidding Documents and will issued and uploaded in the web-site only

#### **2.2.7 Documents accompanying the Technical bids**

The technical bid should contain the following but not limited to:

- i. Power of attorney in original or duly notarized.
- ii. Bid Form – Techno Commercial Bid submission letter (Annexure 3)
- iii. Bid Compliance statement (Annexure 4).
- iv. Response and proof pertaining to all Mandatory Qualifying Criteria as mentioned in Annexure-5.
- v. BL's RFP duly stamped & signed by the authorized signatory in token of acceptance of all terms & conditions as mentioned in this document.
- vi. No Blacklist Declaration as per Annexure-6.
- vii. Statement of No Deviation as mentioned in Annexure-7.
- viii. All Forms and Annexures attached, duly filled, signed and stamped.
- ix. The full Bill of Material (BoM) with part number and the quantity needs to be mentioned in the submitted document. Individual items need to be clearly mentioned as Hardware, Software or Service.
- x. Un-priced copy of the price schedule clearly marking "XXX" wherever price is quoted mentioning applicable taxes and duties with declaration on it that "The Price bid is as per the format requested & prices submitted are in the units specified in the tender without any conditions attached" under the signature of the authorized signatories.
- xi. Complete documentation (Solution deployment along with relevant technical literature and data sheets pertaining to scope of work as mentioned in Business Requirement section).

- xii. Product brochures and cross reference document pertaining to technical specification (as relevant).
- xiii. Eligibility Criteria as per Annexure 6 (with proofs).

Bidders are expected to submit all necessary documents in support of fulfillment 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.

## 2.2.8 Submission

The Bidder shall seal the Techno-commercial bid. The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall contain:

- be addressed to BL at the address given in the “IFB” and
- 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”.
- 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.

## 2.2.9 Directions for online bid submission

Directions for submitting online offers, electronically, against e-procurement tenders directly through internet. Bidders are advised to log on to the website (<https://balmerlawrie.eproc.in>) and arrange to register themselves at the earliest.

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

For registration and online bid submission bidders may contact the following personnel (HELP DESK of M/s C1 India Pvt. Ltd.) or they can register themselves online at <https://balmerlawrie.eproc.in>.

Name	E-mails	Phone Numbers	Availability (1000-1830 Hrs)
Mr. Tirtha Das	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290	Mon-Fri
Mr. Partha Ghosh	<a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>	+91-8811093299	Mon-Fri
Mr. CH. Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284159	Mon-Fri
Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	+91-22-66865608	Mon-Fri
Helpdesk Support (Kolkata)		+91-8017272644	Mon-Sat

Escalation Level	Name	Email ID	Phone Number
Level 1	Mr. Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071
Level 2	Mr. Ashish Goel	<a href="mailto:ashish.goel@c1india.com">ashish.goel@c1india.com</a>	+91-9818820646
Level 3	Mr. Achal Garg	<a href="mailto:achal.garg@c1india.com">achal.garg@c1india.com</a>	

- **Digital Certificate authentication:**

The bidder 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 bidder will not be accepted on the e-Procurement platform. All the bidders who do not have Digital Certificates need to obtain Digital Certificate.

- ii. The system time (IST) that will be displayed on e-tender web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
- iii. Bidders are advised in their own interest to ensure that their bids are submitted in e-tender system well before the closing date and time of bid. If the tenderer intends to change/revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

#### **2.2.10 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.

#### **2.2.11 Extension of bid submission**

Bids/ Offers shall not be permitted in e-procurement system after the due date/ time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.

BL may however, 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.

#### **2.2.12 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.

#### **2.2.13 Disclaimer for connectivity and availability of website**

No responsibility will be taken by BL and/or the e-tender service provider for any delay due to connectivity and availability of website. They shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. It is advisable that bidders who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is enough time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as BL officials.

#### **2.2.14 Disclaimer for bidding process**

BL and/or the e-tender service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

### 2.2.15 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 only.

### 2.2.16 Deactivation of Bidders

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

### 2.2.17 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 / 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 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.

### 2.2.18 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.

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

If any of the documents furnished by the Tenderer is found to be false/fabricated/bogus, the Tenderer is liable for black listing, cancellation of work and criminal prosecution.

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.

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 thekutte.p@balmerlawrie.com

#### **2.2.19 Preliminary examination of bids**

- i. 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.
- ii. 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.

#### **2.2.20 No transfer of bid document**

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

#### **2.2.21 Important Notes to Bidders**

- i. It is the vendor's responsibility to carefully review this document and understand the scope of work while quoting for the bid. Any hardware, software required for executing the project & not listed in this RFP, will be on vendor's account and bidder must consider all such costs while submitting bid.
- ii. The vendor must have back-to-back support arrangement with OEMs during Warranty and AMC period for all the Hardware and Software covered under this RFP.
- iii. Successful Bidder shall submit a copy of back to back agreement (if Applicable) with OEMs within 15 days of issue of Purchase Order.
- iv. Jobs awarded under this contract/Purchase Order cannot be sub-contracted without the consent of BL
- v. Bidder must ensure that all the Mandatory Qualification and Techno-Commercial documents as mentioned in 2.2.7 are submitted along with the Price Bid failing which the Bid is liable to be rejected.

#### **2.2.22 Risk Purchase**

Balmer Lawrie reserves to itself the following 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 at the cost and risk of the contractor.
- ii. Any recovery of the cost incurred / LD shall be effected from the amount payable to the contractor and Performance Bank Guarantee wherever applicable.

#### **2.2.23 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.

#### **2.2.24 Force Majeure**

The following shall amount to force majeure conditions:-

- i. Act of terrorism;
- ii. Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power.
- iii. Ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- iv. Epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- v. Freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial disputes which is specific to the performance of the Works or the Contract.
- vi. For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.
- vii. Other similar causes / events over which the Contractor has no control.

##### **Notification of Force Majeure**

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the affected Party or delaying the affected Party in performing its obligations under the Contract.

##### **Right of either party to terminate**

If an event of Force Majeure occurs and its effects continues for a period of 180 (one hundred eight days) or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other party.

##### **Payment in case of termination due to Force Majeure**

The Contract Price attributable to the Works performed as at the commencement of the relevant event of Force Majeure.

The Contractor has no entitlement and Owner has no liability for:

- i. Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- ii. Any delay costs in any way incurred by the Contractor due to an event of Force Majeure. Time extension for such cases will be worked out appropriately.

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.

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.

Force Majeure conditions will apply on both sides.

#### **2.2.25 Prevention of Corruption / Penalty for use of Undue influence**

- 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.
- II. The Seller undertakes that he has not given, offered or promised to give directly, or indirectly, any gift, consideration, reward, commission, fee, brokerage or inducement to any person to the Buyer or otherwise in procuring the contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present contract or any other contract with the government of India of showing or forbearing to show favor or disfavor to any person in relation to the present contract or any other contract with the government of India. Any breach of the foreside undertaking by the Seller or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Sellers and recover from the Seller the amount of any other loss arising of such cancellation. A decision of the Buyer or his nominee to the effect that breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe, inducement or any attempt at any such act on behalf of the Seller towards any officer / employee of the Buyer or to any other person in a position to influence any officer / employee of the Buyer for showing any favor in relation to this or any other contract, shall render the Seller to such liability / penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by the Buyer.

#### **2.2.26 Access to books of accounts**

In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract, the Seller, on a specific request of the buyer, shall provide necessary information / inspection of the relevant financial documents/information.

#### **2.2.27 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 Contractor, the same shall be referred to as the sole arbitrator i.e. or nominee appointed by C&MD in writing. The arbitration shall be conducted in line with the provisions in Indian ARBITRATION AND CONCILIATION ACT, 1996 (As amended in 2015). 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 arbitration is received.

iii. The place of Arbitration will be 21, N. S Road, Kolkata 700001.

**2.2.28 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.

**2.2.29 Indemnity**

The Contractor shall indemnify and keep indemnified Balmer Lawrie of 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.

**2.2.30 Foreclosure**

If at any time after acceptance of the tender BL shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Project-in-charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates full amount for work executed at site as certified by the internal review committee of BL.

**2.2.31 Disclosure**

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.

**2.2.32 Compliance with IT ACT 2000**

The bidder should strictly comply with different provisions of the Information Technology Act, 2000.

**2.2.33 Right of Visit**

BL reserves the right to visit bidder's premises without prior notice to ensure that BL's equipment hosted at the site are not misused.

### SECTION-3 : MANDATORY QUALIFYING CRITERIA

Parameter	Mandatory Qualification Criteria	Documentary Evidence
Language	Language of bid shall be in English language. Incase any document is submitted by bidder in other than English language, authenticated English translation of the same shall be submitted along with the bid. (e.g. citations, etc.).	N/A
Legal Entity	The bidder should be registered under Companies Act, 1956 or as amended or a Partnership firm under Partnership Act 1932. The bidder should have average annual turnover of minimum 50 Crores and positive profit before tax (PBT) in at least one year during the last three financial years (FY 2015-16, 2016-17 and 2017-18).	<ul style="list-style-type: none"> <li>• Copy of the Certificate of incorporation issued by Registrar of Companies/ Partnership Deed/ Trade License and full address of the registered office.</li> <li>• PAN Card.</li> <li>• GST Registration.</li> <li>• Extracts from the audited Balance Sheets and Profit &amp; Loss for last 3 years (FY 2015-16, 2016-17, 2017-18).</li> <li>• Certification from the Statutory Auditors/Company Secretary on the turnover and positive profit before tax (PBT) in at least one year during the last three financial years (FY 2015-16, 2016-17, 2017-18).</li> </ul>
Related Business	The bidder should be in Data Centre and Cloud Services Business for at least 3 years of operations in India as on the bid submission date. Any kind of consortium or leased/hired spaces from other service providers will not be allowed. Datacenters and all sort of certifications should be directly in the name of bidder.	<ul style="list-style-type: none"> <li>• Certifications / Self certified copy in the letter head from the bidder mentioning the same duly signed by the authorized signatory of the bidder for this bid.</li> </ul>

Experience	The bidder should have hosted data centre colocation for minimum of 2 customer during the last 5 years and each customer availing at least 100 sq. feet DC space (IT operation area) for a period of at least 12 (twelve) months from the tender submission date.	<ul style="list-style-type: none"> <li>• Copy of Purchase Order showing colocation service availing at least 100 sq. feet DC space was provided continuously for at least 12 (twelve) months from the tender submission date.</li> <li>• Certification from Statutory Auditor / Company Secretary / Chartered Accountant of bidder about both customers mentioning that Data Centre colocation commenced at Data Centre on ..... and is under active contract on the last date of previous month of bid submission date along with area of hosted space of customer is more than 100 sq. feet. This certificate needs to be counter signed by the authorized signatory.</li> </ul>
Location and facilities of Data Centre	The bidder must be operating at least two (2) Data Centre / Disaster Recovery Centre facilities in metro city in India (direct access from Kolkata within 3 hours by Air) at the time of submission of the bid. Proposed DC and DR Site should be in a different seismic zone (within India). The DR site being proposed should also be in different seismic zone than the current BL's Data Centre in Kolkata. The facility should be in an independent standalone building either owned by the DCSP or on lease with unexpired lease duration of at least 5 yrs. (by metro cities BL intends to say Bangalore / Delhi (NCR) / Mumbai / Chennai / Hyderabad / Kolkata / Bhubaneswar / Jaipur / Ahmedabad / Vishakapatnam)	<ul style="list-style-type: none"> <li>• Self certification from the bidder mentioning the location details signed by the authorized signatory of the bidder for this bid.</li> </ul>
Support for Co-location Services	The bidder should offer wide array of unmanaged and managed co-location solutions.	<ul style="list-style-type: none"> <li>• Purchase Order + Self certification of completion / ongoing (Certified by Statutory Auditor /Company Secretary)</li> </ul>
Tier certification of constructed facility	The Bidder proposed DC and DR should be Tier III or more	<ul style="list-style-type: none"> <li>• Provide copy of valid Certificate from UPTIME Institute, Global Datacentre Certification Authority</li> </ul>

Certificate of empanelment by MeitY	The bidder shall be MeitY empaneled and SQTC audited as per Ministry of Electronics and Information Technology (MeitY) as on bid submission date.	<ul style="list-style-type: none"> <li>Valid Letter of Empanelment / Certificate of Empanelment from MeitY.</li> </ul>
Certification	<p>The Bidder should possess all the below certifications which are valid as on bid submission date:</p> <ul style="list-style-type: none"> <li>ISO 27001:2013 certification</li> <li>ISO/IEC 27017:2015-Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology.</li> <li>ISO 27018 – Code of practice for protection of personally identifiable information (PII) in public clouds.</li> <li>ISO 20000-1:2011 certification for Service Management System.</li> <li>IS 1893:1984 Seismic compliance.</li> <li>ANSI/TIA 942 compliance (for at least two of the following – Architectural, Electrical, Mechanical, Cooling and Network)</li> <li>PCI DSS -compliant technology infrastructure for storing, processing, and transmitting credit card</li> </ul>	<ul style="list-style-type: none"> <li>Copies of valid certificates as on bid submission date</li> </ul>
Power of Attorney	Power of Attorney in favour of Authorised Signatory signing the bid and Board Resolution in favour of person granting the Power of Attorney (on Non Judicial stamp paper of INR 100/- or such equivalent amount and document duly notarised). All pages of the bid document and relevant documents should be duly signed by the authorised signatory failing which the bid will stand rejected.	<ul style="list-style-type: none"> <li>Power of Attorney to show authorization of the person.</li> </ul>
Blacklisting	The bidder or the proposed DR facility must not have been black listed by any Central / State Government organization / Public Sector Undertaking as on bid submission date (during last 5(five) years).	<ul style="list-style-type: none"> <li>A Self certified letter (Annexure-5) by the authorized signatory of the bidder clearly stating that the bidder has not been blacklisted must be submitted on original letter head of the bidder with signature and stamp.</li> </ul>

## SECTION-4 : BUSINESS REQUIREMENT

4.1	Project Introduction
4.2	Current Infrastructure/Landscape
4.3	Requirement Synopsis
4.4	Functional Requirements/Features
4.5	Scope of Work
4.6	Software and Tools
4.7	Commisioning certificate
4.8	Techno-Commercial Evaluation

### 4.1 Project Introduction

Founded by two Scotsmen, Stephen George Balmer and Alexander Lawrie, in Kolkata, Balmer Lawrie & Co. Ltd. started its corporate journey as a Partnership Firm on 1st February 1867. Traversing the 151 years gone by, today Balmer Lawrie is a Miniratna - I Public Sector Enterprise under the Ministry of Petroleum and Natural Gas, Govt. of India, with a turnover of Rs. 1830 crores and a profit of Rs. 261 crores. Along with its five Joint Ventures and two subsidiaries in India and abroad, today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases & Specialty Lubricants, Corporate Travel and Logistics Services. It also has significant presence in most other businesses, it operates, viz, Leather Chemicals, Logistics Infrastructure etc. In its 151 years of existence, Balmer Lawrie has been successfully responding to the demands of an everchanging environment, leveraging every change as an opportunity to innovate and emerge a leader in industry.

### 4.2 Current Infrastructure/Landscape

The application infrastructure of Balmer Lawrie is centralized with the Primary Data Centre at HO, Kolkata, which hosts SAP ERP, Business related applications some of which are web based, MS Exchange Server and legacy applications. Users across 30 locations of BL access the primary Data Centre through MPLS VPN network or through Internet. BL has also hosted some of its business applications with third party Cloud Service Provider (MeitY empaneled).

The Server and Storage infrastructure of BL is a heterogenous mix of 120+ Servers (around 70 physical Servers) which comprises of

Sr. No	Application	Server Infra	Storage Infra	Database	OS	Backup Solution
<b>Primary Data Centre, Kolkata</b>						
1	SAP	IBM Power Server	IBM V7000	DB2	AIX	EMC Data Domain DD2500  Enterprise Backup software : Commvault
2	Business Application	Wintel	EMC 5200	MySQL / MS SQL	Windows / Linux Server	
3	MS Exchange	Wintel	IBM DS-3500	MS SQL	Windows Server	
<b>Near DR Site, Kolkata</b>						
4	SAP DR Server	IBM Power Server	EMC 5200	DB2	AIX	EMC DD2500 using Commvault Backup

### 4.3 Requirement Synopsis

In view of need to create a DR solution for SAP ERP, BL had procured DR Server (IBM Power Server). A Near DR site was prepared at Kolkata wherein the Server and Storage was installed. However due to technical issue in provisioning higher network bandwidth the same could not be operationalized.

#### Phase I

Based on the above, BL intends to procure services from MeitY empaneled DCSP to initially provision and establish the DR services for its business critical SAP ERP wherein the existing infrastructure from Near DR site (Servers, Storage, Network equipment, Firewall, Rack and other equipment) would be co-located and provisioned at DCSP site. Hence the Data Centre of the DCSP so proposed need to be on a different seismic zone in relation to the current Data Centre of BL at Kolkata. DCSP shall provide support to BL team in configuring the DR Replication process between Primary Data Centre at Kolkata and its proposed Data Centre (DR Site). The replication shall be asynchronous between Primary Data Centre (BL site) and DR Site (proposed site). DCSP would be responsible for sizing and providing the DC-DR replication link to meet the RTO and RPO as per BL requirement.

During the normal operation the Primary DC will serve the request. The DR site will remain on standby mode. During this period, the compute environment for the application in DR shall be available but with minimum possible compute resources required for a functional DR as per the solution offered. The application environment shall be installed and ready for use. DR database storage shall be replicated on an ongoing basis and shall be available in full as per designed RTO / RPO and replication strategy.

DCSP shall conduct DR drill wherein the Primary DC has to be deactivated and operation shall be carried out from the DR site. The bandwidth at the DR site shall be scaled to the Primary DC. DCSP shall clearly define the procedure for announcing DR based on the proposed DR solution. DCSP shall also clearly specify the situations in which disaster shall be announced along with the implications of disaster and the time frame required for migration to DR site. The DCSP shall plan all the activities to be carried out during the disaster drill. DCSP shall also offer dashboard to monitor RPO and RTO and should also offer switchover and switchback of applications instead of entire system. Any lag in data replication should be clearly visible in dashboard and alerts of same should be sent to respective authorities.

#### Phase II

Once the DR for SAP application is established, BL intend to move the Non-SAP based applications also to the proposed DR Site. The DR services for Non-SAP based applications would be initiated by BL through procuring new Servers (Wintel) and col-locating the same at proposed DR site (**Phase II – A**) or BL could ask DCSP to provision the same as per the IaaS requirement (**Phase II – B**).

As during configuration and establishment of DR for SAP based applications, DCSP shall extend support to BL team in configuring the DR Replication process at the Primary Data Centre at Kolkata and the proposed Data Centre (DR Site) for Non-SAP based application. DCSP shall also conduct DR drill for the Non-SAP based applications and establish the DR services for Non-SAP based applications. DCSP shall clearly define the procedure for announcing DR based on the proposed DR solution and shall clearly specify the situations in which disaster shall be announced along with the implications of disaster and the time frame required for migration to DR. The DCSP shall plan all the activities to be carried out during the disaster drill. DCSP shall also offer dashboard to monitor RPO and RTO and should also offer switchover and switchback of applications instead of entire system. Any lag in data replication should be clearly visible in dashboard and alerts of same should be sent to respective authorities.

BL envisages requirement of continuous clear space for 1 - 2 rack initially for DR requirement for a period of 3 (three) years. The requirement may go up to 6 racks during the contract period. DCSP, therefore needs to provision the rack space keeping in view of the same.

Going forward, BL intend to move the primary Data Centre located at Kolkata to a separate Data Centre of DCSP which should be in a different seismic zone in India as compared to the proposed DR site of DCSP as mentioned above.

#### **4.4 Functional Requirements/Features**

- The Data Centre facilities shall cater for the space, power, physical infrastructure (hardware).
- The Data Centre facilities and the physical and virtual hardware should be located within India.
- The space allocated for hosting the infrastructure in the Data Centre should be secure.
- Should adhere to the ever evolving guidelines as specified by CERT-In (<http://www.cert-in.org.in/>).
- The DCSP shall also adhere to the relevant audit requirements as defined in the RFP.
- The data centre should have switch over facility to captive power with adequate redundancy.
- The Data Centre should be a carrier neutral facility.
- The Data Centre should have multi layers of security with minimum two types of access controls for critical points and 24 x 7 security personnel.
- The Data Centre should have centralized building management system and have centralized 24 x 7 surveillance with CCTV facility and access logs.
- DCSP should ensure the service provisioning capabilities, automation, orchestration and monitoring of all the services complying with all the functionalities to BL.
- Enable Service provisioning via online portal / interface (tools),
- Enable Service provisioning via Application Programming Interface (API).
- Provide the webpage and URL that describes the following:
  - Service Level Agreement (SLA).
  - Help Desk and Technical support.
  - Resource (Documentation, Article / Tutorials etc.).
- Ability to integrate fully with approved Certificate Authorities to enable use the Digital Certificates / Digital Signatures.
- The Data Centre should be highly available, secured and reliable, guaranteeing 99.5% uptime.
- The building housing the DC, DR and all infrastructure therein should be covered under comprehensive insurance. The bidder shall in his response clearly indicate the risks covered under the above policy. However, customer name will cover insurance only for the equipment owned and deployed by customer name
- The Data Centre should have well trained experienced personnel in networking and building management to support mission critical operations.
- Fire detection with Smoke and Heat detection sensors including Very Early Smoke Detection Apparatus (VESDA) below the raised floor and ceiling should be available.
- Precision air conditioning in server farm for maintaining humidity and temperature at the desired level should be available.
- The site should have easy accessibility to essential services like police and fire stations.
- The site should be sufficiently protected against natural disasters like floods, rains, earthquakes etc.
- The site should have been sufficiently protected against vandalism, terrorism etc.,
- BL may avail any of the following services from DCSP
  - Co-Locate it existing Server, Storage and Network
  - Virtual Private Cloud

- Hybrid Cloud services
- Dedicated Physical Server
- Co-locate / avail managed Exchange Email Services with valid domain.
- Backup Services
- DR Services
- Database services – DB2, MS SQL, MySQL, PostgreSQL etc.
- Firewall Services
- Load Balancing
- Web and Mobile app integration
- Hybrid or Any similar services

## 4.5 Scope of Work

The Bidder shall provide a Colocation environment with electrical connections, Air conditioning, backup power through UPS and Generator, network communication facilities, surveillance, access control system, fire suppression system, water leak detection, physical security and soft services etc. The complete electrical cabling must be performed by the DCSP. The DCSP shall also be responsible for extending all links from their communication room to the server area allocated to BL. The space allocated should be either in a rectangular or square area, the space occupied for pillars will not be considered as usable space. BL will at no point bear any additional cost for any Data Centre facility provided by DCSP to co-locate BL DR / DC solution that DCSP may have to repair, upgrade, power, capacity enhancement etc. to support BL's equipment unless BL requests for any additional space or power requirements or brings in additional major equipment that would impact the infrastructure allocated to BL by bidder for the period of the contract. The detailed scope of work is as follows:

### 4.5.1 General

- i. The proposed DC site should comply with minimum technical requirements as specified in Annexure-8 of this RFP.
- ii. Two separate power paths from the UPS to be provided to the Server room area and the network communication area. The UPS should be configured in redundant mode.
- iii. Access to the proposed premises (Building), Server room/ Hall area, server area, and network communication room should be restricted and monitored 24x7. Security for the building should be made available 24x7 at the entry/entries and exit levels.
- iv. The doors for the server room, communications room, and other critical areas should be fire rated.
- v. The entire facility should have power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source.
- vi. The facility building should be designed and constructed for earthquake resistance and should be located away from hazardous chemical materials.
- vii. The offered space should preferably not be top floor /ground floor, if it is then it should be adequately proofed from any water and rain related risks.
- viii. The Bidder must liaise with existing links provider to shift the links to new DR/DC site.
- ix. The proposed co-location area should have sufficient network points, electrical connections, air conditioning, backup power through Uninterrupted Power Supply (UPS) and Generator, telecom facilities, Surveillance, Access control system, water leak detection, fire suppression system, physical security and soft services etc. as applicable for the DC and as required for the proposed equipment on 24 x 7 basis in order to maintain uptime of all such facilities.
- x. The Bidder shall provide contacts and an escalation matrix to log the complaints / problems faced in the facility provided to the BL.



- xi. Bidder shall provide all necessary help to the BL appointed Vendors while moving the BL equipment into the site and at the time of any alterations to BL Infra during the contract period.
- xii. BL may in future require additional space during the contract period. In the event BL wants additional space for expansion; the same should be provided to the BL within the same site / floor / building at the current agreed rates.

#### **4.5.2 Server Room Area**

- i. Within the Tier 3 and above compliant Data Center, the bidder shall provide a dedicated area /closed containment for the BL's requirements. BL envisages requirement of continuous clear space for 1 - 2 rack initially for 3 (three) years. The requirement may go up to 6 racks during the contract period. DCSP, therefore needs to provision the rack space keeping in view of the same.
- ii. In case of requirement of any new rack space, DCSP is required to make all the necessary arrangement of space within 2(two) weeks from the date of such communication by BL and is required to complete the installation of rack including laying of power / network cable within 2 (two) weeks from delivery of servers.
- iii. The server entrance & exit (if cage required by BL) should be accessible using the biometric access system with two factor authentication (fingerprint sensor + access card control system) in addition to the physical lock.
- iv. The server area should be completely covered from all sides with adequate number of cameras based on the space layout as provided by DCSP.
- v. The Server area should have precision air conditioning with redundancy.
- vi. Power efficiency and cooling should be able to maintain medium and high density cabinets.
- vii. The bidder shall provide adequate power points in the Server area allocated to the BL. As per existing deployment approx. 20 KW is the load after phase II of the project. DCSP has to ensure approx. 10 KW load on Day-1. Additional power, if required shall be made available by the DCSP. BL will pay only for consumed power.
- viii. The BL requires a power meter that can measure the actual power consumption by the BL's equipment in the server area. This consumed power will be payable by the BL.
- ix. The bidder shall provide power connectors / sockets. The bidder shall include such cost of provisioning the power sockets in their commercial bid.
- x. Adequate number of Single phase and three phase power sockets should be made available to support BL's equipment.
- xi. The bidder shall be responsible for the extension of links from DCSP's Tele-communication room to server area.
- xii. The bidder should provide Cat 7 cabling and fibre cables for the racks (both inter-rack and intra-rack), and any additional requirement of new racks as and when required shall be done at the agreed price in the contract which is valid throughout the contract period.
- xiii. The bidder should lay the Optic Fibre cables within the Data Center, cost for laying each cable shall be mentioned in the contract which is valid throughout the contract period.

#### **4.5.3 Communication Area**

- I. The bidder should provide the space and power for MUX and/or Network Equipment at communication area to extend bandwidth connectivity to BL.
- II. Fiber/Copper connectivity to be provided from communication area to BL's server area as and when required for the duration of contract.
- III. The bidder should allow the termination of the any network links provided by the BL's

appointed link (telecom) service providers. The bidder shall also allow laying of cables and associated works in their premises. If Telecom junction box / multiplexer of these link service providers are not available, then the bidder should allow the commissioning of the same.

#### **4.5.4 Building Management System (BMS)**

- i. The bidder shall provide Access cards, Gate passes to the BL's personnel / BL's appointed Vendor(s), System Integrator(s) as and when they would visit the site. Bidder should agree that such access can be provided 24x7 and will not have any time restriction.
- ii. The bidder shall regularly monitor the access to BL's Server room by means of access control systems, physical security, Biometric access and CCTV and should always make sure that they are functional 24x7 days. The video logs should be stored for 30 days and Access logs for 90 days and after that access logs should be shared to BL.
- iii. The bidder should provide the details of people accessing BL's server room area by sharing the entries made in the security register, reports, access logs, CCTV video clips etc. on monthly basis.
- iv. The bidder shall make sure that the required power, air conditioning, security system and other facilities provided to the BL is always available (24x7 days).
- v. The bidder shall provide fire detection & suppression system for the server room area. Fire detection and suppression can be common however, the areas allocated to the BL should be well within the coverage of fire detection and suppression.
- vi. The building & server room area should be provided with water leak detection systems and a fire alarm system. The facility areas proposed for the BL should be well within the coverage of water leak detection system.
- vii. There should be CCTV monitoring for surveillance of building entrance, exits and other critical areas where BL's components are placed.
- viii. Should have an electronic rodent control system with operating ability on varied frequency range. The facility areas including server room area, communication room should be well within the coverage of the rodent repellent.
- ix. All the Building Management system (BMS) activities should be controlled centrally in a room specifically to be used for BMS activities. The bidder should manage the BMS activities on a 24x7 basis or as the BL decides.

#### **4.5.5 Migration of Existing Infrastructure**

- i. The shortlisted DCSP shall undertake the lift and shift operation and physical movement of the IT Assets from the existing Datacenter / Near DR Site (in Kolkata) to the proposed DCSP site. The shifting of equipment involves unmounting, packaging, marking / labelling, transportation and mounting of the equipment at the Data Centre of the DCSP.
- ii. DCSP to engage with BL's current SI partners to plan migration. Complete scope and deliverable to be owned by the DCSP.
- iii. Migration to be carried out by certified professional.
- iv. Bidder to share detailed migration plan on following:
  - Project execution methodology and Risk mitigation plan.
  - Details of proposed facility.
  - Project plan and adherence to timelines
    - Prepare HLD and LLD in consultation with OEM and BL.
    - Design and document a project implementation plan with significant milestones.
- v. Inspection and Acceptance procedure: Physical inspection and preliminary testing of solution shall be done by BL in the presence of representative of the DCSP and will comprise

of the following:

- Physical inspection of the equipment for any physical damage.
  - “Power on Self-Test” to ascertain that no product/s is dead on arrival.
- vi. No extra claim shall be entertained on account of all/part of any job redone on account of bidder’s negligence which results into damages/losses during execution of the job. Also, any component(s) required to deliver the solution after release of Purchase Order shall have to be provided by the successful bidder. All such cost shall be borne by the bidder.
- vii. The details of items to be shifted is given in Annexure-9, however there may be few variations in number of items.
- viii. The Bidder has to take all necessary shifting permissions from respective authorities. No additional cost whatsoever would be paid for the same.
- ix. The declared value of IT asset (Near DR Site) for the purpose of transit insurance is approx. 1,20,00,000 INR (Rupees One Crore Twenty Lacs only) approx. The selected DCSP will be responsible for taking adequate transit insurance cover for shifting the existing equipment. BL will reimburse the transit insurance cost based on the actual bill. The copy of the insurance policy in the joint name of BL and DCSP to be made available. The scope of work will not be limited to:
- Dismantling and de-staging the equipment.
  - Packaging and labeling of the equipment.
  - Transit of the equipment with transit insurance.
  - Staging of the equipment at new datacenter.
  - Mounting and installation of the equipment at the new site.
  - Configuration of IP address, OS configuration etc.
  - DR Drill

BL will provide necessary approvals for the eligible bidders to assess the quantum of work by visiting the site.

#### **4.5.6 Project Management**

BL would like to have dedicated Project Manager for the entire period from the Project kick off till DC/DR Commissioning. The Project Manager shall be responsible for co-ordination of all activities with multiple stake holders/OEMs of BL. The Project Manager shall have minimum of 10 years experience in handling such projects and shall be directly under the payroll of the Bidder/DCSP. The project management charges shall be a one time charge which may be released after the commissioning and sign off of project execution.

#### **4.5.7 Service Provisioning**

(some of the requirement may be needed in case BL opts for IaaS model (phase II(B))

- Should provide the ability to provision virtual machines, storage and bandwidth dynamically (or on-demand), on a self-service mode or as requested.
- Enable Service Provisioning via online portal/interface (tools).
- Enable Service Provisioning via Application Programming Interface (API).
- Provide a webpage and associated Uniform Resource Locator (URL) that describes the following:
  - Service Level Agreements (SLAs)
  - Help Desk and Technical Support
  - Resources (Documentation, Articles/Tutorials, etc)
- The DCSP shall ensure that effective Remote Management features exist so that issues can be addressed by BL in a timely and effective manner.

#### 4.5.8 Management of Service Level Agreement

- Provide a robust, fault tolerant infrastructure with enterprise grade SLAs with an assured uptime of 99.5%, SLA measured at the VM Level & SLA measured at the Storage Levels.
- Document and adhere to the SLAs to include:
  - Service Availability (Measured as Total Uptime Hours / Total Hours within the Month) displayed as a percentage of availability up to one-tenth of a percent (e.g. 99.5%).
  - Within a month of a major outage occurrence resulting in greater than 1-hour of unscheduled downtime. Describe the outage including description of root-cause and fix.
- Helpdesk and Technical support services to include system maintenance windows
- DCSP shall implement the monitoring system including any additional tools required for measuring and monitoring each of the Service Levels as per the agreed SLA between BL and the DCSP.

#### 4.5.9 Operational Management

(some of the requirement may be needed in case BL opts for **IaaS model (phase II(B))**)

- Provide a secure remote access which allows BL's designated personnel (privileged users) the ability to perform duties on the hosted infrastructure.
- Perform patch management appropriate to the scope and/or Provide self-service tools to perform patch management
  - Alerts well in advance on the upcoming patches via email and management portal.
  - Patch VMs on the next available patch management change window and / or provide self-service tools to patch VMs.
  - Application of automated OS security patches (where OS is the responsibility of the DCSP) and / or provide self-service tools for application of OS security patches.
  - Send regular reminders to BL's designated email address five (5) days prior to patch cut-off dates
- OS level vulnerability management – all OS images created within the cloud platform are regularly patched with the latest security updates or the latest security updates are made available to BL along with the self-service tools to apply the patches as per the requirement of BL.
- Monitor availability of the servers, DCSP supplied operating system & system software, and DCSP's network
- Investigate outages, perform appropriate corrective action to restore the hardware, operating system, and related tools

#### 4.5.10 Data Management

(some of the requirement may be needed in case BL opts for **IaaS model (phase II(B))**)

- Manage data isolation in a multi-tenant environment.
- The DCSP should provide tools and mechanism to BL or its appointed agency for defining their backup requirements & policy.
- The DCSP should provide tools and mechanism to BL or its appointed agency for configuring, scheduling, performing and managing back-ups and restore activities (when required) of all the data including but not limited to files, folders, images,

system state, databases and enterprise applications in an encrypted manner as per the defined policy.

- Transfer data back in-house either on demand or in case of contract or order termination for any reason
- Provide and implement security mechanisms for handling data at rest and in transit.
- DCSP shall not delete any data at the end of the agreement (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of BL.

#### **4.5.11 User / Admin portal requirement**

- Utilization Monitoring
  - Provide automatic monitoring of resource utilization and other events such as failure of service, degraded service, etc. via service dashboard or other electronic means.
  - Real time performance thresholds.
  - Real time performance health checks.
  - Real time performance monitoring & Alerts.
  - Historical Performance Monitoring.
  - Capacity Utilization statistics.
  - Cloud Resource Usage including increase / decrease in resources used during auto-scale.
- Trouble Management -
  - Provide Trouble Ticketing via online portal/interface (tools).
- User Profile Management
  - Support maintenance of user profiles and present the user with his/her profile at the time of login

#### **4.5.12 LAN / WAN requirement**

(some of the requirement may be needed in case BL opts for **IaaS model (phase II(B))**)

- Local Area Network (LAN) shall not impede data transmission.
- Provide a redundant local area network (LAN) infrastructure and static IP addresses from customer IP pool or “private” non-internet routable addresses from DCSP pool.
- Ability to deploy VMs in multiple security zones, as required for the project, defined by network isolation layers in the Customer’s local network topology.
- Provide access to Wide Area Network (WAN).
- Provide private connectivity between BL’s network and Data Centre Facilities.
- IP Addressing:
  - Provide IP address assignment, including Dynamic Host Configuration Protocol (DHCP).
  - Provide IP address and IP port assignment on external network interfaces.
  - Provide dedicated virtual private network (VPN) connectivity.
- Provide infrastructure that is IPv6 compliant.
- DCSP shall support for providing the secure connection to the Data Centre and Disaster Recovery Centre (where applicable) from the BL’s Offices.
- The Data Centre and disaster recovery centre facilities (where applicable) should support connection to the wide area network through high bandwidth links of appropriate capacity to take care of the needs of various types of user entities. Provision has to be made for segregation of access path among various user categories.

- Support dedicated link to the offices of BL to access the data centre.
- DCSP shall have the capability to provide adequate bandwidth between Primary Data Centre and Disaster Recovery Centre for data replication purpose.

#### 4.5.13 Virtual Machine requirement

(some of the requirement may be needed in case BL opts for **IaaS model (phase II(B))**)

- Service shall provide auto-scalable, redundant, dynamic computing capabilities or virtual machines.
- Service shall allow BL's authorized users to procure and provision computing services or virtual machine instances online with two factor authentication (if asked) via the SSL through a web browser.
- Service shall allow users to securely and remotely load applications and data onto the computing or virtual machine instance from the SSL VPN clients only as against the public internet.
- Perform an Image backup of BL's VM Image information or support the ability to take an existing running instance or a copy of an instance and export the instance into BL's approved image format.
- Configuration and Management of the Virtual Machine shall be enabled via a Web browser over the SSL VPN clients only as against the public internet.
- In case of suspension of a running VM, the VM shall still be available for reactivation for a reasonable time without having to reinstall or reconfigure the VM for BL's solution. In case of suspension beyond a reasonable time, all the data within it shall be immediately deleted / destroyed and certify the VM and data destruction to BL as per stipulations and shall ensure that the data cannot be forensically recovered.
- DCSP shall ensure that VMs receive OS patching, health checking, Systematic Attack Detection and backup functions.
- Monitor VM up/down status and resource utilization such as RAM, CPU, Disk, IOPS and network
- CPU (Central Processing Unit) - CPU options shall be provided as follows:
  - A minimum equivalent CPU processor speed of 2.4GHz or higher need to be provided.
  - The CPU shall support 64-bit operations.
- Provide hardware or software based virtual load balancer Services (VLBS) through a secure, hardened, redundant DCSP Managed Virtual Load Balancer platform.
- Provide hardware or software based virtual load balancing as a service to provide stateful failover and enable BL to distribute traffic load across multiple servers.
- Should support clustering.
- Operating System (OS)
  - Service shall support one or more of the major OS such as Windows, LINUX.
  - Management of the OS processes and log files including security logs retained in guest VMs;
  - Provide anti-virus protection;
  - Provide OS level security as per CSP standard operational procedures as defined in the Information Security Controls for Cloud Managed Services and supporting documentation;
- Persistence

- Persistent Bundled Storage is retained when the virtual machine instance is stopped or
- Non-Persistence – Non-Persistence Bundled Storage is released when the virtual instance is stopped. If quoting Non-Persistence VM, the DCSP shall provide VM Block storage.
- RAM (Random Access Memory): Physical memory (RAM) reserved for virtual machine instance or Computing supporting a minimum of 1GB of RAM. Memory (RAM) requirement should be different for different type of servers such as web servers and database servers.
- Disk Space options allocated for all virtual machines and file data supporting a minimum of 40GB bundled storage.
- Virtual Machine Block Storage Service Requirements
  - Service shall provide scalable, redundant, dynamic Web-based storage.
  - Service shall provide users with the ability to procure and provision block storage capabilities for cloud virtual machines remotely with two factor authentication via the SSL through a web browser.
  - Service shall provide block storage capabilities on-demand, dynamically scalable per request for virtual machine instances.
- BL retains ownership of BL's loaded software installed on virtual machines and any application or product that is deployed on the Cloud by BL.
- Support a secure administration interface - such as SSL/TLS or SSH - for designated personnel to remotely administer virtual instance.
- Provide the capability to dynamically allocate virtual machines based on load, with no service interruption.
- Provide the capability to copy or clone virtual machines for archiving, troubleshooting, and testing.
- DCSP should offer fine-grained access controls including role based access control, use of SSL certificates, or authentication with a multi-factor authentication.
- Cloud service should support auditing with features such as what request was made, the source IP address from which the request was made, who made the request, when it was made, and so on.
- RAM or CPU of virtual machine should scale automatically whenever there is spike in load to deliver application availability even during spike in load.
- Provide facility to configure virtual machine of required vCPU, RAM and Disk.
- Provide facility to use different types of disk like SAS, SSD based on type of application.

#### **4.5.14 Disaster Recovery & Business Continuity requirement**

- DCSP is responsible for Disaster Recovery Services so as to ensure continuity of operations in the event of failure of primary data centre and meet the RPO and RTO requirements. However, during the change from Primary DC to DR/DC(DCSP DC site) or vice-versa (regular planned changes), there should not be any data loss. There shall be asynchronous replication of data between Primary DC and DR/DC (DCSP DC site) and the DCSP will be responsible for sizing and providing the DC-DR replication link so as to meet the RTO and the RPO requirements.
- The Primary DC (of BL) and the DR/DC(DCSP DC site) should be in different seismic zones.
- During normal operations, the Primary Data Centre (of BL) will serve the requests. The Disaster Recovery Site will not be performing any work but will remain on standby.

During this period, the compute environment for the application in DR shall be available but with minimum possible compute resources required for a functional DR as per the solution offered. The application environment shall be installed and ready for use. DR Database Storage shall be replicated on an ongoing basis and shall be available in full (100% of the Production DC) as per designed RTO/RPO and replication strategy. The storage should be 100% of the capacity of the Primary Data Centre site.

- In the event of a site failover or switchover, DR site will take over the active role, and all requests will be routed through that site. Application data and application states will be replicated between data centres so that when an outage occurs, failover to the surviving data centre can be accomplished within the specified RTO. This is the period during which the Compute environment for the application shall be equivalent to DC. The installed application instance and the database shall be usable and the same SLAs as DC shall be provided. The use of this Full Compute DR environment can be for specific periods during a year for the purposes of DC failure or DR Drills or DC maintenance. The Database and storage shall be of full capacity and the licenses and security shall be for full infrastructure. The bandwidth at the DR shall be scaled to the level of Data centre. Users of application should be routed seamlessly from DC site to DR site. The DCSP shall conduct DR drill for two days at the interval of every six months of operation wherein the Primary DC has to be deactivated and complete operations shall be carried out from the DR Site. However, during the change from DC to DRC or vice-versa (regular planned changes), there should not be any data loss.
- The DCSP shall clearly define the procedure for announcing DR based on the proposed DR solution. The DCSP shall also clearly specify the situations in which disaster shall be announced along with the implications of disaster and the time frame required for migrating to DR. The DCSP shall plan all the activities to be carried out during the Disaster Drill and issue a notice to BL at least two weeks before such drill.
- The DCSP should offer dashboard to monitor RPO and RTO of each application and database.
- The DCSP should offer switchover and switchback of individual applications instead of entire system.
- Any lag in data replication should be clearly visible in dashboard and alerts of same should be sent to respective authorities.

#### **4.5.15 Security requirement**

- DCSP is responsible for provisioning, securing, monitoring, and maintaining the hardware, network(s), and software that support the infrastructure and present Virtual Machines (VMs) and IT resources.
- In case, the DCSP provides some of the System Software as a Service for the project, DCSP is responsible for securing, monitoring, and maintaining the System and any supporting software.
- The Data Centre Facility shall at a minimum implement the security toolset: Security & Data Privacy (Data & Network Security including Anti-Virus, Virtual Firewall, Multi Factor Authentication, VPN, IPS, Log Analyzer / Syslog, SSL, DDOS Protection, HIDS / NIDS, Rights Management, SIEM, Integrated Vulnerability Assessment, SOC, Private Virtual Zones, Data Privacy, Data Encryption, Certifications & Compliance, Authentication & Authorization, and Auditing & Accounting)
- Meet the ever evolving security requirements as specified by CERT-In (<http://www.cert-in.org.in/>)



- Implement industry standard storage strategies and controls for securing data in the Storage Area Network so that clients are restricted to their allocated storage.
- Access to BL provisioned servers on the cloud should be through SSL VPN clients only as against the public internet.
- Virtual Machines should not have console access.
- Deploy and update commercial anti-malware tools (for systems using Microsoft operating systems), investigate incidents, and undertake remedial action necessary to restore servers and operating systems to operation.
- Shall provide consolidated view of the availability, integrity and consistency of the Web/App/DB tiers.
- DCSP should enforce password policies (complex password, change password in some days etc).
- Information systems must be assessed whenever there is a significant change to the system's security posture.
- Provide an independent Security Assessment/Risk Assessment.
- Identified gaps shall be tracked for mitigation in a Plan of Action document.
- DCSP is responsible for mitigating all security risks found and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within 30 days and all moderate risk vulnerabilities must be mitigated within 90 days from the date vulnerabilities are formally identified. BL will determine the risk rating of vulnerabilities.

#### **4.5.16 Legal Compliance requirement**

- IT Act 2000 (including 43A) and amendments thereof.
- Meet the ever evolving security requirements as specified by CERT-In (<http://www.cert-in.org.in/>).
- All services acquired under this RFP including data need to be guaranteed to reside in India.
- DCSP shall be responsible for the following privacy and security safeguards:
- DCSP shall not publish or disclose in any manner, without BL's written consent, the details of any safeguards either designed or developed by the DCSP under the agreement.

#### **4.6 Software and Tools**

All Software to be supplied under the scope of the project must be of specified versions that are currently supported by their originator/OEM. Software tools must be compliant with generally accepted standards. All Licenses must be provided in the name of Balmer Lawrie.

#### **4.7 Commissioning Certificate**

Not Applicable

## **4.8 Techno-Commercial Evaluation**

Techno-commercial bid will be accepted only if they are in the prescribed format in e-tender, with complete information and compliance to technical and commercial conditions laid therein.

### **4.8.1 Techno-Commercial Bid Documents**

As specified in Point 2.2.7 in SECTION-2 of this document.

### **4.8.2 Techno-Commercial Evaluation Criteria**

- I. Evaluation of commercial bid shall be carried out in three stage process as under:
  - Pre-qualification (Mandatory Qualification Criteria) / Eligibility evaluation.
  - Compliance to minimum technical specification as mentioned in Annexure-8
  - Technical evaluation.
  - Commercial bids evaluation.
- II. 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.
  - Price bids will be opened after evaluation for those bids which fulfil the Mandatory Qualification Criteria and comply with minimum technical specification as specified in Annexure-8.
  - The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and determine the lowest offer for acceptance to the procuring entity.
  - It shall be ensured that the lowest bid / offer is justifiable looking to the prevailing market rates of the services required to be procured.

### **4.8.3 Technical Evaluation**

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

- i. Bidder's Experience **(50 marks)**
  - ii. Approach and Technical solution presentation **(50 marks)**
- Any deviation from the Technical Specification should be clearly brought out. BL Technical Evaluation Committee may at its discretion accept, seek further clarification or reject any such deviation.

## Technical Score Evaluation Methodology

Technical Score	Marks
Each Requirement will have a technical Score. The maximum sum of all the technical scores is equal to 100. A Solution must score minimum 60 marks to be technical qualified and to be considered for commercial evaluation. The score achieved by a solution will be called <b>Technical Score (TS)</b>	
<b>1.1 Bidder's Experience ( Max 50 marks)</b>	
<ul style="list-style-type: none"> <li>The bidder should be in Data Centre and Cloud Services Business for at least 3 years of operations in India as on the bid submission date.</li> </ul>	<ul style="list-style-type: none"> <li>• &gt;= 3 years and 4 years = <b>5 marks</b></li> <li>• &gt;= 5 years = <b>10 marks</b></li> </ul>
<ul style="list-style-type: none"> <li>The bidder should have hosted data centre colocation for minimum of 2 customer during the last 5 years and each customer availing at least 100 sq. feet DC space (IT operation area) for a period of at least 12 (twelve) months from the tender submission date.</li> </ul>	<ul style="list-style-type: none"> <li>• &gt;= 2 and &lt;= 3 Customer = <b>5 marks</b></li> <li>• &gt;= 4 and &lt;= 5 Customer = <b>10 marks</b></li> <li>• &gt;= 6 Customer = <b>15 marks</b></li> </ul>
<ul style="list-style-type: none"> <li>The Bidder proposed DC and DR should be Tier III or more</li> </ul>	<ul style="list-style-type: none"> <li>• Proposed site is Tier 3/3+ = <b>5 marks</b></li> <li>• Proposed site is Tier 4 = <b>10 marks</b></li> </ul>
<ul style="list-style-type: none"> <li>The bidder must be operating at least two (2) Data Centre / Disaster Recovery Centre facilities in metro city in India (direct access from Kolkata within 3 hours by Air) at the time of submission of the bid. By metro cities BL intends to say Bangalore / Delhi (NCR) / Mumbai / Chennai / Hyderabad / Kolkata / Bhubaneshwar / Jaipur / Ahmedabad/ Vishakapatnam).</li> </ul>	<ul style="list-style-type: none"> <li>• = 2 locations = <b>5 marks</b></li> <li>• = 3 locations = <b>10 marks</b></li> <li>• &gt;= 4 locations = <b>15 marks</b></li> </ul>
<b>1.2 Approach and Technical solution presentation (Max 50 marks)</b>	
<ul style="list-style-type: none"> <li>Requirement understanding</li> <li>Approach and timelines</li> </ul>	<ul style="list-style-type: none"> <li>• <b>20 marks</b></li> <li>• <b>30 marks</b></li> </ul>

- Please note that the commercial bids of only those bidders will be opened who have highest Technical Score and those who score within the range of 10% below the highest score. For example: Highest score among all bids=90. So only the bidders who score between 81-90 will be shortlisted and would be eligible for commercial bid opening.

#### 4.8.4 Commercial Evaluation

Price bids would be opened after technical evaluation. The price bids of the top 3 technically qualifying bids would be opened. From the eligible bids, based on the Technical evaluation the commercials would be scaled up as per the following:

$$\text{Commercial Score} = (100 * L1) / \text{Bidder's Price}$$

- Considering the technical influence and value impact of the above services proposed to be procured, relative weightage **(Technical: Commercial)** for quality and cost shall be assigned as **70:30**
- The contract/PO shall be awarded to the vendor with the highest combined score calculated using the following formula:

$$\begin{aligned} \text{Combined Score} = & \text{(Technical Score assigned to the bidder*70\%)} \\ & + \\ & \text{(Commercial Score assigned to the bidder*30\%)} \end{aligned}$$

BL reserves the right to conduct negotiations with L1 bidder only in case it finds that Bidder's quote against one or more items as per BoM has abnormally high value.

Example:

Bidder 1: TS=70, Price=100 hence Commercial Score= $100 * 100 / 100 = 100$   
Combined Score=  $(70 \times 0.7) + (100 \times 0.3) = (49 + 30) = 79$

Bidder 2: TS=80, Price=125 Hence Commercial Score= $100 * 100 / 125 = 80$  (Approx.)  
Combined Score=  $(80 \times 0.7) + (80 \times 0.3) = (56 + 24) = 80$

## SECTION-5 : COMMERCIAL TERMS & CONDITIONS

<b>5.1</b>	Pricing Type
<b>5.2</b>	Delivery Schedule
<b>5.3</b>	Terms of Payment
<b>5.4</b>	Performance Bank Guarantee
<b>5.5</b>	Maintenance Timelines (SLA)
<b>5.6</b>	Termination
<b>5.7</b>	Exit Management
<b>5.8</b>	Other Contractual Stipulations
<b>5.9</b>	Limitation of Liability

### 5.1 Pricing Type

- 5.1.1** The quoted rates shall be valid for acceptance for the period of 180 days from the date of opening of commercial bid.
- 5.1.2** Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations. However, variation in the rates for statutory levies / taxes / duties during the tenure of the contract for supplies within delivery schedule will be allowed only on the submission of documentary evidence from Govt. / Statutory Authorities and its acceptance by BL.
- 5.1.3** A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 5.1.4** The price quoted in the Price Bid should cover charges for all Products and Services asked in this tender. No other payment shall be made over and above quoted rates.
- 5.1.5** All prices quoted should be in INR.

### 5.2 Delivery Schedule

- 5.2.1** The delivery schedule is elaborated in the table below. All schedules will be calculated from the zero date i.e. Date of issue of Purchase order.
- 5.2.2** The bidder is expected to adhere to these timelines stipulated below. Non-compliance to these timelines by the Bidder would lead to Liquidated Damages as stated in the RFP.

Sr No	Key Activities	Time Lines (all days are in reference to date of issue of purchase order)
1	Making the server area ready and available for setting up BL's IT infrastructure in Server cage area (Site should be ready with server area, caging (if asked), electrical cabling, and facilities like access control system, Communication links, Seating space(if asked) etc.) including site readiness for inspection & Acceptance.	6 weeks from date of issuing the purchase order
2	Dismantling, Transportation, Installation and commissioning of the existing IT Infrastructure from existing BL's NDR site to DCSP proposed co-location facility	8 weeks from issuing of purchase order.

NOTE:

- i. BL at its discretion, shall have the right to alter the project schedule based on the implementation plan. This will be communicated formally to the Bidder during the implementation, if a need arises.
- ii. The Bidder is required to provide a detailed strategy to BL; the activities mentioned above are indicative but the timelines for delivery should be maintained.
- iii. Any delay in the above timelines may attract delivery penalties as stated below:
  - a. In the event of delayed delivery i.e. delivery after the expiry of eight weeks from the date of purchase order, the vendor shall be liable to pay a penalty at a percentage on the annual order value; subject to a maximum of 20% (twenty percent) as detailed below.
    - 2% per week for first month (8%);
    - 4% per week for 3 weeks of second month (12%);

*(For the purpose of this clause, part of the week is considered as a full week)*

Any recovery of penalties (Liquidated Damages) shall be effected from the amount payable to the Contractor and Performance Bank Guarantee.

*In case the project timeline exceed 14 weeks (project completion timelines of 8 weeks + delay of 6 weeks), BL reserves the right to encash the performance bank guarantee (PBG) of 20% order value and cancel / foreclose the contract.*

### 5.3 Terms of Payment

- i. No advance payment shall be made in any case.
- ii. All payments will be made to the Bidder in Indian Rupees only.
- iii. The Bidder recognizes that all payments to the Bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of deliverables / activities set out in the project plan and therefore any delay in achievement of such deliverables / activities shall automatically result in delay of such corresponding payment.
- iv. Any objection / dispute to the amounts invoiced in the bill shall be raised by BL within reasonable time from the date of receipt of the invoice.
- v. All out of pocket expenses, travelling, boarding and lodging expenses for the entire term of this RFP and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.
- vi. The company also reserves the right to prescribe additional documents for release of payments and the bidder shall comply with the same.
- vii. The bidder shall cover the entire scope of services mentioned and deliver all the 'deliverables' as mentioned under the scope of work.
- viii. The DCSP must accept the payment terms proposed by BL. The financial bid submitted by the DCSP must be in conformity with the payment terms proposed by BL. Any deviation from the proposed payment terms would not be accepted. BL shall have the right to withhold any payment due to the DCSP, in case of delays or defaults on the part of the DCSP. Such withholding of payment shall not amount to a default on the part of BL.
- ix. **Payment for Co-location of the DR/DC** - Payment for Co-location of the DR/DC will be divided into 4 equal installments for the year and paid **quarterly in arrears** post the successful commissioning of the co-location site and acceptance of all the relevant requirements under this tender.
- x. **Payment for One Time Charges**- Cost of the One Time charges would be payable on successful

- commissioning and completion of the acceptance test exercise for all the activities/services deemed to be one time installations in this RFP document.
- xi. **Even though BL may enter into a contract with DCSP for 3 years, BL would release purchase order in phased manner as mentioned in the Requirement Synopsis para under Business Requirement Section.**

Payments shall be made promptly by Balmer Lawrie, but in no case later than sixty (60) days after submission of an 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 BL within this time.

Payment will be done by EFT mechanism only

### **5.3.1 Liquidated Damages**

#### **Delayed Delivery :**

Any delay in meeting the delivery schedule timelines may attract liquidated damages after the expiry of eight weeks from the date of purchase order, the DCSP shall be liable to pay a penalty at a percentage on the annual purchase order value cost; subject to a maximum of 20% (twenty percent) as detailed below.

- 2% per week for first month (8%);
- 4% per week for 3 weeks of second month(12%);

*(For the purpose of this clause, part of the week is considered as a full week)*

Any recovery of penalties (Liquidated Damages) shall be effected from the amount payable to the Contractor and Performance Bank Guarantee.

***In case the project timeline exceed 15 weeks (project completion timelines of 8 weeks + delay of 7 weeks), BL reserves the right to encash the performance bank guarantee (PBG) of 20% order value as well as direct termination of the contract.***

### **5.3.2 Delay due to other factors**

If in the opinion of the BL officer the works have been delayed beyond the date of completion

- By force Majeure or
- 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.

## **5.4 Performance Bank Guarantee**

The successful bidder will have to furnish a security deposit to the tune of 20% of the total order value in the form of a Bank Guarantee for **a period of 3 years & 3 months** obtained from a Nationalised / scheduled bank for proper fulfilment of the contract.

## 5.5 Maintenance Timelines (SLA parameters)

BL expects the bidder to provide uninterrupted facility to BL's IT equipment as per the requirements of this tender and Tier III Industry standards.

### Purpose and Objectives of SLA:

- i. BL expects that the Service Levels described in this document shall bind the Bidder.
- ii. BL would expect the bidder to commit to the service level assurances. The major SLA features would be as below:
- iii. The SLA shall be reviewed on a quarterly basis.

### Penalties due to downtime:

The bidder shall guarantee 99.5% uptime for Data Centre infrastructure. The Bidder shall be liable for liquidated damages for uptime maintained below 99.5% in a month.

Level of uptime per Month	Penalty charges
99.5% and above	No Penalty
99.00% and above but below 99.5%	0.5% of total order value for 3 years
98.50% and above but below 99.00%	1% of total order value for 3 years
98.00% and above but below 98.50%	1.5% of total order value for 3 years
	So on and so forth, however the penalty is capped at 10% of the total order value.

## 5.6 Termination

BL, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part for the following reasons:

- a. If the Bidder fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the BL;
- OR
- b. If the Bidder fails to perform any other obligation(s) under the Contract.

BL reserves the right to recover damages by encashment of PBG (wherever applicable) submitted by Bidder and the amount payable to the Bidder under this contract. Additionally, or alternatively, BL may take legal action to claim suitable compensation.

In the event BL terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Bidder shall be liable to BL for any excess costs for such similar Products or Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

### **Termination of Contract or Work Orders**

**5.6.1** The contract or work orders can be terminated by the parties as detailed below. In such case, the provisions under Exit Management (Clause 5.7) shall apply.

**5.6.2 Termination of contract shall automatically lead to termination of all work orders issued on the basis of contract.**

#### **i. Termination of Work Order for default:**

BL can terminate the work order in the event of default of terms and conditions of this RFP or the contract / work order by the Supplier by giving 1 month written notice.

#### **ii. Termination of Work Order for convenience:**



BL reserves the right to terminate, by prior written 1 month notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for BL's convenience, the extent to which performance of work under the work order is terminated, and the date upon which such termination becomes effective.

iii. **Termination of Work Order for Insolvency, Dissolution, etc.:**

BL may at any time terminate the Contract by giving written notice to the DCSP, if the concerned DCSP becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the DCSP, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to BL.

## **5.7 Exit Management**

- 5.7.1** The duration of Exit Management will normally be of 1 month from date of termination or one month prior to expiry of contract / work order. In case of providing services post termination or post expiry of the work order, the client will pay for the services consumed during the exit management period
- 5.7.2** During the exit management period and for 30 days post expiry of the work order / contract, the DCSP will not take action to remove any BL's content as a result of the termination or expiry of contract / work order. In addition, during such period, the DCSP will permit BL or its nominated agency to access the cloud services for BL to retrieve any remaining Customer Content, delete and purge all Customer Content from the cloud services. The DCSP shall also allow BL access to information to enable BL to assess the existing services being delivered.
- 5.7.3** During the exit management period, the Supplier shall ensure supply of all services as per the work order so that the business of BL is not affected.
- 5.7.4** DCSP shall provide all such information as may reasonably be necessary to affect as seamless a handover as practicable in the circumstances to BL / replacement Agency and which DCSP has in its possession or control at any time during the exit management period.
- 5.7.5** All information (including but not limited to documents, records and agreements) in digital and/or paper form relating to the services reasonably necessary to enable BL and its nominated agencies to carry out due diligence in order to transition the provision of the Services to BL or its nominated agencies, must be maintained by DCSP from commencement of the services.
- 5.7.6** BL will issue a written sign-off after the successful transition from DCSP. The DCSP shall not delete any content till such a written sign off is provided by BL along with an explicit request to delete the content.
- 5.7.7** DCSP will be paid only for the services rendered until the services are being rendered by DCSP. If the sign-off is provided before the exit management period is over, the applicable charges will only be paid until the sign-off.
- 5.7.8** The payment for the final month invoice along with any applicable exit management service costs will be paid only on the written sign-off from the BL.

## **5.8 Other Contractual Stipulations**

### **5.8.1 Right to Audit**

BL reserves the right to audit or inspect work performed by the vendor.

BL may participate directly or through an appointed representative, e.g., Mutually Agreeable external auditor, in order to verify that the tasks related to this project have been performed in accordance to the procedures indicated.

## **5.9 Limitation of Liability**

The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the

total Contract Price, except that this Clause shall not limit the liability of the contractor for following:

- i. In the event of breach of any Applicable law;
- ii. In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor;
- iii. In the event of acts or omission of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances;
- iv. In the event of any claim or loss or damage arising out of infringement of Intellectual Property;
- v. For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.
- vi. Neither Party shall be liable to the Party for any kind of indirect or consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

No other charges, other than line items in Price Bid, shall be paid. BL reserves the right to reject the tender without assigning any reason whatsoever.

ALL THE ABOVE TERMS & CONDITIONS ARE ACCEPTABLE TO US.

**SIGNATURE & NAME OF THE PERSON**  
**COMPANY SEAL**

**Annexure 1 : Format for Letter of Authorization for attending pre-bid meeting**

(To be submitted in the Bidder's letter head)

Ref. No: BL/IT/HO/DCSP/PT/201819/0018

To

Pradeep Thekutte  
AVP(IT Infrastructure)  
Balmer Lawrie & Co Ltd  
21, N.S. Road, Kolkata 700001

Sub : Letter of Authorisation to attend Pre-Bid meeting for Tender No: BL/IT/HO/DCSP/PT/201819/0018

The following persons are hereby authorized to attend the pre-bid meeting to be held on \_\_\_\_\_ (date) in respect of the tender for "Selection / Hiring of Data Centre Service Provider for Co-location of Disaster Recovery Solution" on behalf of M/s. \_\_\_\_\_ (Name of the Bidder) in the order of preference given below:

Order of Preference

Name Designation

Specimen Signature

- 1.
- 2.

(Authorized Signatory of the Bidder)

Date:

(Company Seal)

1. Maximum of two persons can be authorized for attending the pre-bid meeting.
2. Permission for entry to the hall where pre-bid meeting is held may be refused in case authorization as prescribed above is not submitted.

## Annexure 2 : Pre-bid Queries Format

**Name of the bidder : (Bidder name)**

Tender Ref No : BL/IT/HO/DCSP/PT/201819/0018

Tender Date : 30/03/2019

Query No	Page No	Clause No	Existing Tender Clause	Modification / Suggestion Requested	Reason for request

Note: The pre-bid queries may be communicated before last date and time as mentioned in the pre-bid queries date only through e-mail to email id: thekutte.p@balmerlawrie.com. Responses of queries may be addressed in the pre-bid meeting and uploaded in <https://balmerlawrie.eproc.in> website. No queries will be accepted on telephone or through any means other than e-mail. The queries shall be send in .xls/.xlsx format with above fields only.

### **Annexure 3 : Bid Form- Techno Commercial Bid submission Letter**

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

Date:

Pradeep Thekutte  
AVP(IT Infrastructure)  
Balmer Lawrie & Co Ltd  
21, N.S. Road, Kolkata 700001

Ref.: Your Tender no. BL/IT/HO/DCSP/PT/201819/0018

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]

#### **Annexure 4 : Bid compliance statement**

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

Title: Tender for Selection / Hiring of Data Centre Service Provider (DCSP) for Co-locating of Disaster Recovery Solution

TENDER ENQUIRY NO. : BL/IT/HO/DCSP/PT/201819/0018 Dated: 30/03/2019

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 authorized signatory & designation)

NAME OF BIDDER :

COMPANY SEAL

## Annexure 5 : Mandatory Qualifying Criteria / Eligibility Criteria

Reference no.: BL/IT/HO/WSDC/PT/201819/0018 dated 30/03/2019

Sl. 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	GST Number (attach certificate)	
5	Correspondence address at 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	

### TURNOVER & NETWORTH

Financial Year	Turnover (crores)	Net Profit (crores)
2015-16		
2016-17		
2017-18		

Parameter	Mandatory Qualification Criteria	Documentary Evidence
Legal Entity	The bidder should be registered under Companies Act, 1956 or as amended or a Partnership firm under Partnership Act 1932. The bidder should have average annual turnover of minimum 50 Crores and should have made positive net profit before taxation in at least one year during the last three financial years (FY 2015-16, 2016-17 and 2017-18).	<ul style="list-style-type: none"><li>• Copy of the Certificate of incorporation issued by Registrar of Companies/ Partnership Deed/ Trade License and full address of the registered office.</li><li>• PAN Card.</li><li>• GST Registration.</li><li>• Extracts from the audited Balance Sheets and Profit &amp; Loss for last 3 years (FY 2015-16, 2016-17, 2017-18).</li><li>• Certification from the Statutory Auditors/Company Secretary on the turnover and profit before tax (PBT) in at least one year during for last 3 financial years (FY 2015-16, 2016-17, 2017-18).</li></ul>

Related Business	The bidder should be in Data Centre and Cloud Services Business for at least 3 years of operations in India as on the bid submission date. Any kind of consortium or leased/hired spaces from other service providers will not be allowed. Datacenters and all sort of certifications should be directly in the name of bidder.	<ul style="list-style-type: none"> <li>• Certifications / Self certified copy in the letter head from the bidder mentioning the same duly signed by the authorized signatory of the bidder for this bid.</li> </ul>
Experience	The bidder should have hosted data centre colocation for minimum of 2 customer during the last 5 years and each customer availing at least 100 sq. feet DC space (IT operation area) for a period of at least 12 (twelve) months from the tender submission date.	<ul style="list-style-type: none"> <li>• Copy of Purchase Order showing colocation service availing at least 100 sq. feet DC space was provided continuously for at least 12 (twelve) months from the tender submission date.</li> <li>• Certification from Statutory Auditor / Company Secretary / Chartered Accountant of bidder about both customers mentioning that Data Centre colocation commenced at Data Centre on ..... and is under active contract on the last date of previous month of bid submission date along with area of hosted space of customer is more than 100 sq. feet. This certificate needs to be counter signed by the authorized signatory.</li> </ul>
Location and facilities of Data Centre	The bidder must be operating at least two (2) Data Centre / Disaster Recovery Centre facilities in metro city in India (direct access from Kolkata within 3 hours by Air) at the time of submission of the bid. Proposed DC and DR Site should be in a different seismic zone (within India). The DR site being proposed should also be in different seismic zone than the current BL's Data Centre in Kolkata. The facility should be in an independent standalone building either owned by the DCSP or on lease with unexpired lease duration of at least 5 yrs. (by metro cities BL intends to say Bangalore / Delhi (NCR) / Mumbai / Chennai / Hyderabad / Kolkata / Bhubaneswar / Jaipur / Ahmedabad / Vishakapatnam).	<ul style="list-style-type: none"> <li>• Self certification from the bidder mentioning the location details signed by the authorized signatory of the bidder for this bid.</li> </ul>



Support for Co-location Services	The bidder should offer wide array of unmanaged and managed co-location solutions.	<ul style="list-style-type: none"> <li>• Purchase Order + Self certification of completion / ongoing (Certified by Statutory Auditor /Company Secretary)</li> </ul>
Tier certification of constructed facility	The Bidder proposed DC and DR site should be Tier III or more	<ul style="list-style-type: none"> <li>• Provide copy of valid Certificate from UPTIME Institute, Global Datacentre Certification Authority</li> </ul>
Certificate of empanelment by MeitY	The Bidder shall be MeitY empaneled and SQTC audited as per Ministry of Electronics and Information Technology (MeitY) as on bid submission date.	<ul style="list-style-type: none"> <li>• Valid Letter of Empanelment / Certificate of Empanelment from MeitY.</li> </ul>
Certification	<p>The Bidder should possess all the below certifications which are valid as on bid submission date:</p> <ul style="list-style-type: none"> <li>• ISO 27001:2013 certification</li> <li>• ISO/IEC 27017:2015-Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology.</li> <li>• ISO 27018 – Code of practice for protection of personally identifiable information (PII) in public clouds.</li> <li>• ISO 20000-1:2011 certification for Service Management System.</li> <li>• IS 1893:1984 Seismic compliance.</li> <li>• ANSI/TIA 942 compliance (for at least two of the following – Architectural, Electrical, Mechanical, Cooling and Network)</li> <li>• PCI DSS compliant technology infrastructure for storing, processing, and transmitting credit card information in the cloud.</li> </ul>	<ul style="list-style-type: none"> <li>• Copies of valid certificates as on bid submission date</li> </ul>
Power of Attorney	Power of Attorney in favour of Authorised Signatory signing the bid and Board Resolution in favour of person granting the Power of Attorney (on Non Judicial stamp paper of INR 100/- or such equivalent amount and document duly notarised). All pages of the bid document and relevant documents should be duly signed by the authorised signatory failing which the bid will stand rejected.	<ul style="list-style-type: none"> <li>• Power of Attorney to show authorization of the person.</li> </ul>

Blacklisting	The bidder or the proposed DR facility must not have been black listed by any Central / State Government organization as on bid submission date (during last 5(five) years).	<ul style="list-style-type: none"> <li>• A Self certified letter by the authorized signatory of the bidder clearly stating that the bidder has not been blacklisted must be submitted on original letter head of the bidder with signature and stamp.</li> </ul>
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**Annexure 6 : No Blacklist Declaration**

(To be submitted in the Bidder's letterhead)

Ref. No: BL/IT/HO/DCSP/PT/201819/0018

To

**Pradeep Thekutte**

**AVP(IT Infrastructure)**

**Balmer Lawrie & Co Ltd**

**21, N.S. Road, Kolkata 700001.**

Sub: Submission of No Blacklisting Self-Declaration for Tender Ref. No: BL/IT/HO/DCSP/PT/201819/0018 for  
"Selection / Hiring of Data Centre Service Provider for Co-locating of Disaster Recovery Solution"

Dear Sir/Madam,

We do hereby declare and affirm that we have not been blacklisted/debarred by any Government Departments, Agencies or Public Sector Undertakings in India as on the date of submission.

(Authorized Signatory of Bidder)

Date: (Company Seal)

**Annexure 7 : Statement of No Deviations**

(To be submitted in the Bidder's letterhead)

Ref. No: BL/IT/HO/DCSP/PT/201819/0018

To

Pradeep Thekutte  
AVP(IT Infrastructure)  
Balmer Lawrie & Co Ltd  
21, N.S. Road, Kolkata 700001.

Ref: Your RFP Ref: BL/IT/HO/DCSP/PT/201819/0018

Dear Sir,

There are no deviations (nil deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

Yours faithfully,

(Authorized Signatory of Bidder)

Date: (Company Seal)

## Annexure 8 : Minimum Technical Specifications - for bidders

S#	Required Minimum specifications	Compliance (Y/N)	Remarks (if any)
<b>GENERAL</b>			
1	The proposed DC co-location infrastructure should be of minimum Tier-III Standards.		
2	The floor level of Data Center should be at least 6 ft., above the ground Level.		
	The building for hosting DC should be standalone or single tenant.		
3	A separate cage dedicated for BL within the server room/hall area from floor to roof.		
4	The data centre should have a load bearing capacity of minimum 750Kg/sq. m.		
5	The structural strength of the building should have been certified i.e. structural audit should have been done and the latest report, available and complied should not be older than one year as on date of Tender submission date.		
6	The building housing the Data Center and all infrastructures therein should be covered under comprehensive insurance on an ongoing basis including risk related to earthquake, floods, fire, lightning, terrorist attack etc.		
7	Freight Lift- The data centre should have a high capacity freight lift for ease of movement of servers and high density H/W devices.		
8	The design for cooling infrastructure at the Data Center should be in line with standard guidelines to support high density cooling needs.		
9	The proposed DC area (viz. the server room, telecommunication room, staging room, IT equipment storage facility) should not have been flooded due to any reason in the past.		
10	The offered space should preferably not be top floor (/ground Floor), if it is then it should be adequately proofed from any water and rain related risks.		
<b>SERVER ROOM AREA</b>			
1	Bidder to provide the following clear space area considered for BL's Colocation Services. Layout of proposed space should be provided.		
2	The server room area should have a raised floor height of 2ft.		
3	The server hall height from raised floor to false ceiling should be at least 8ft.		
4	DC Power (UPS output/BL power input).		
5	Uptime- target 99.5%		
6	Committed 99.8%		
7	Frequency - 50 Hz +/- 1Hz		
8	Dust level less than 5 micron.		

9	Access card entry for the server area.		
10	The temperature in the server room should be maintained at 22 +/- 2 degree C.		
11	The design for cooling infrastructure at the data centre should be in lines with standard guidelines to support high density cooling needs.		
12	The humidity at the Data Center should be maintained at 50% +/- 5% RH.		
13	The server hall should have advanced fire detection & suppression systems through systems like VESDA & FM 200/FE 227 equivalent respectively.		
14	99.5% uptime is required for the DC environmental infrastructure.		
15	Audit reports of people accessing the server room should be available as and when required by BL.		
16	The bidder shall provide the electrical cabling of the racks to be hosted in the proposed server room.		
17	A power meter that can measure the exact power consumption by the BL's equipment shall be setup in the Server area for each UPS PDU output on 2 sources.		
18	Power should be available from two different power sources (PDUs).		
19	Two separate power paths from the two separate UPS to be provided to the server/network communication room.		
20	PS should be configured in redundant mode.		
21	Power sockets will be made available by Bidder.		
22	The entire solution should have power supply from the transformer as the primary source and automatic switch over to DG set as a secondary Source.		
23	Availability of single and three phase, power sockets.		
24	The proposed server room area should be well covered in fire detection and suppression system.		
<b>BUILDING MANAGEMENT SYSTEM</b>			
1	Entry and exit should be restricted and monitored and should also be in CCTV surveillance coverage.		
2	Security for the building should be available 24*7 at the entry and exit Levels.		
3	Biometric access to the common entry to the server room/hall area should be available.		
4	The building and server room area should be provided with water leak detection system and fire alarm system.		
5	There should be CCTV monitoring for surveillance of the server hall area. The CCTV surveillance should cover BL's server area and other critical areas where BL's components are placed. Activities should be recorded and the archival should be kept by the bidder for 90 days period.		
6	Smoke detection and fire suppression for the building to be available.		

7	All the building management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should manage the BMS activities on a 24x7 basis.		
8	The doors for the server room, communication room, and other critical areas should be fire rated as per FS120 guidelines.		
9	The server room/hall area should have precision air conditioning with Redundancy.		
10	Redundant CRAC units to facilitate high density cooling needs.		
11	The Data Center should have electronic rodent detect systems with operation ability on varied frequency range.		
12	The bidder should share the video monitoring data in case required by BL within a period of 3 days post official request raised by BL at no additional cost.		
13	Diesel tanks (for generators)-the Data Centre should have high density diesel tanks for ensuring min 72hr power backup on full load with contracts for fuel supply on demand Mention the capacity of storage.		
<b>COMMUNICATION AREA</b>			
1	Telecom junction box, multiplexers of various service providers to be available in and around the building.		
2	The co-location facility service provider should extend the link terminated by the link service provider on the junction box till the server room where the BL's equipment will be located.		

**Annexure 9 : Details of Assets to be shifted from Near DR site to Co-location site**

S#	Device / Asset details	Make	Device weight (Kg)	Device "U" size	Device Rated Power (KW)	Qty
1	Server - Power 750	IBM	80 kg	10	1.7	1
2	PowerEdge R430	Dell	20 kg	1	0.55	1
3	SAN - EMC VNX5200	EMC	60 kg	8	1.2	1
4	SAN Switch – Brocade 6510	Dell	10 kg	1	0.11	1
5	Data Domain – DD 2250	EMC	28 kg	1	0.55	1
6	Network Switch – Cisco 2960	Cisco	4 kg	1	0.40	2
7	Firewall Chekpoint-3100	Checkpoint	2 kg	1	0.08	1
8	Console	Dell	8 kg	1	0.01	1



**Annexure 10 : Price bid format**

Ref: BL/IT/HO/DCSP/PT/201819/0018

Dated : 30/03/2019

Price bid is to be submitted for “Selection / Hiring of Data Centre Service Provider (DCSP) for Co-location of Disaster Recovery Solution”.

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:****Table A : Recurring Charges – SAP and Non-SAP Servers**

Sl No.	Item Description	Item Description for other charges	Qty / UOM	Unit Rate per annum	Total cost /Annum	HSN Code	GST %
1	Colocation charges non-caged rack space (per rack cost)		1				
2	Colocation charges caged rack space (per rack cost)		1				
3	Power charges (KW)* including handling charges (if any)		1				
4	Replication bandwidth (per Mbps)		1				
5	Internet bandwidth (per Mbps)		1				
6	Firewall services– Minimum 100 Mbps throughput		1				
7	Network infrastructure for connectivity		1				
8	Monitoring and Alerting		1				
9	Security Admin – Firewall and configuration management		1				
10	Network Admin		1				
11	OS (System) Admin – AIX, Windows, Linux, RedHat		1				
12	Database Management – DB2. MS SQL, PostGreSQL		1				
13	Backup Services		1				
14	Other charges1	<Description>	1				
15	Other charges2	<Description>	1				
16	Other charges3	<Description>	1				
17	Other charges4	<Description>	1				
18	Other charges5	<Description>	1				
	Total						

**Table B : One Time Charges (OTC) - Co-Location services**

Sl No.	Item Description	Item Description for other charges	Qty / UOM	Unit Rate per annum	Total cost /Annum	HSN Code	GST %
1	Total cost of Lift & Shift of the existing setup (including un-mounting, packaging, transportation and mounting in proposed DC area, commission, inter-rack cabling etc.)		Lump sum				
2	Transit Insurance		Lump sum				
3	Cross Connect – For MPLS, Local Loop, Point-2-Point links – cross connect charges for terminating Telco bandwidth		Lump sum				
4	Project Management charges		Lump sum				
5	Other charges1	<Description>	Lump sum				
6	Other charges2	<Description>	Lump sum				
7	Other charges3	<Description>	Lump sum				
8	Other charges4	<Description>	Lump sum				
9	Other charges5	<Description>	Lump sum				
	Total						

**Table C : Rate Card (IaaS – Cloud Infrastructure)**

Sl No.	Item Description	Item Description for other charges	Qty / UOM	Unit Rate
<b>1 Window Server</b>				
1.1	VM – 1 core, 2GB RAM or higher		Per annum	
1.2	VM – 2 core, 4GB RAM or higher		Per annum	
1.3	VM – 2 core, 8GB RAM or higher		Per annum	
1.4	VM – 4 core, 8GB RAM or higher		Per annum	
1.5	VM – 4 core, 16GB RAM or higher		Per annum	
1.6	VM – 8 core, 16GB RAM or higher		Per annum	
1.7	VM – 8 core, 32GB RAM or higher		Per annum	
1.8	VM – 16 core, 32GB RAM or higher		Per annum	
1.9	VM – 16 core, 64GB RAM or higher		Per annum	

<b>2 Linux (RHEL)</b>				
2.1	VM – 1 core, 2GB RAM or higher		Per annum	
2.2	VM – 2 core, 4GB RAM or higher		Per annum	
2.3	VM – 2 core, 8GB RAM or higher		Per annum	
2.4	VM – 4 core, 8GB RAM or higher		Per annum	
2.5	VM – 4 core, 16GB RAM or higher		Per annum	
2.6	VM – 8 core, 16GB RAM or higher		Per annum	
2.7	VM – 8 core, 32GB RAM or higher		Per annum	
2.8	VM – 16 core, 32GB RAM or higher		Per annum	
2.9	VM – 16 core, 64GB RAM or higher		Per annum	
<b>3. Open Linux Server (CentOS / Ubuntu / Debian / etc.)</b>				
3.1	VM – 1 core, 2GB RAM or higher		Per annum	
3.2	VM – 2 core, 4GB RAM or higher		Per annum	
3.3	VM – 2 core, 8GB RAM or higher		Per annum	
3.4	VM – 4 core, 8GB RAM or higher		Per annum	
3.5	VM – 4 core, 16GB RAM or higher		Per annum	
3.6	VM – 8 core, 16GB RAM or higher		Per annum	
3.7	VM – 8 core, 32GB RAM or higher		Per annum	
3.8	VM – 16 core, 32GB RAM or higher		Per annum	
3.9	VM – 16 core, 64GB RAM or higher		Per annum	
<b>4. Database - MS SQL Standard Edition</b>				
4.1	VM – 1 core, 2GB RAM or higher		Per annum	
4.2	VM – 2 core, 4GB RAM or higher		Per annum	
4.3	VM – 2 core, 8GB RAM or higher		Per annum	
4.4	VM – 4 core, 8GB RAM or higher		Per annum	
4.5	VM – 4 core, 16GB RAM or higher		Per annum	
4.6	VM – 8 core, 16GB RAM or higher		Per annum	
4.7	VM – 8 core, 32GB RAM or higher		Per annum	
4.8	VM – 16 core, 32GB RAM or higher		Per annum	
4.9	VM – 16 core, 64GB RAM or higher		Per annum	
<b>5. Database - Open Source (Postgres / MySQL / etc)</b>				
5.1	VM – 1 core, 2GB RAM or higher		Per annum	
5.2	VM – 2 core, 4GB RAM or higher		Per annum	
5.3	VM – 2 core, 8GB RAM or higher		Per annum	
5.4	VM – 4 core, 8GB RAM or higher		Per annum	
5.5	VM – 4 core, 16GB RAM or higher		Per annum	
5.6	VM – 8 core, 16GB RAM or higher		Per annum	
5.7	VM – 8 core, 32GB RAM or higher		Per annum	
5.8	VM – 16 core, 32GB RAM or higher		Per annum	
5.9	VM – 16 core, 64GB RAM or higher		Per annum	
<b>6. Storage (Unit Rate in Rs.)</b>				
6.1	Premium Block Storage (SSD)		Per GB	
6.2	Standard Block Storage (SSD)		Per GB	
<b>7. Backup Services (Unit Rate in Rs.)</b>				
7.1	Backup service for Storage		Per GB per month	

7.2	Backup service for VM		Per VM per month	
<b>8. Managed Services (Unit Rate in Rs.)</b>				
8.1	OS (System) admin		Per VM instance	
8.2	DB Admin		Per VM instance	
8.3	Network Admin		Per VM instance	
8.4	Security Admin		Per VM instance	
8.5	Monitoring and Alerting		Per VM instance	
9	Other charges1	<Description>	1	
10	Other charges2	<Description>	1	
11	Other charges3	<Description>	1	
12	Other charges4	<Description>	1	
13	Other charges5	<Description>	1	
	Total			

**Table D : One Time Cost (IaaS – Cloud Infrastructure)**

Sl No.	Item Description	Item Description for other charges	Qty / UOM	Unit Rate per annum	Total cost /Annum	HSN Code	GST %
1	Cost of setting up cloud infrastructure		1				
2	Migration Services for existing applications		1				
3	One time implementation cost (Manpower)						
4	Other charges1	<Description>	1				
5	Other charges2	<Description>	1				
6	Other charges3	<Description>	1				
7	Other charges4	<Description>	1				
8	Other charges5	<Description>	1				
	Total						

**Table E : Optional Rate Card for Price Discovery**

Sl No.	Item Description	Qty / UOM	Unit cost
1	Management Services	Man day	
2	Management Services	Man Month	
3	Network Cabling per Rack (42 U and more)	Lump sum	

4	Hands and Eye support (24 x 7) per resource per annum	Lump sum	
5	Electrical Cabling for 32 Amps socket	Lump sum	
6	Electrical Cabling for 63 Amps socket	Lump sum	

- Power charges – L1 calculation would be considered with minimum power requirement of 7KW per rack.
- Formula for arriving unit rate (tariff rate \* power factor \* 24 \* 365)
- For L1 calculation tariff rate would be considered 10; power factor = 0.8
- Note : Power bill shall be paid on actual consumption.
- Cross connect qty w.r.t. copper(2) and fibre(2) connects are for L1 calculation purpose, payment shall be made on actual usage.
- Any additional requirements for Cross Connects (Fibre / copper ) in future shall be provided at the same rate as mentioned above.

## **Annexure 11 : Non-Disclosure Agreement**

*(To be executed on Non – judicial stamp paper of INR 100/-or such equivalent amount  
and document duly attested by notary public)*

[Bidder Name and Address]

Subject: Selection of Data Centre Service Provider for Co-location of Disaster Recovery Solution for  
Balmer Lawrie & Co. Ltd

We write to confirm the agreed terms in respect of the confidentiality and non-disclosure of information that we will each, as a disclosing party, be making available to the other, as a receiving party.

Each party will be providing the other with access to certain information which has been designated as confidential information, and which relates to the business, clients, customers, products, methodologies and working practices of the disclosing party ("the Information"). This Information may be disclosed either in writing, orally (oral information to be confirmed in writing within 3 days of its disclosure) or by access to computer systems or data. In consideration for the disclosing party granting this access to the Information, the receiving party agrees that:

1. Subject to clause 7 below, the receiving party will keep the Information strictly confidential and will not disclose it to any third party (except as set out below) without the prior written consent of the disclosing party.
2. The Information will only be disclosed to those employees of the receiving party who need to know for the proper performance of their duties in relation to the project, and then only to the extent reasonably necessary. The receiving party will take appropriate steps to ensure that all employees to whom access to the Information is given are aware of its confidentiality and agree to be bound by restrictions no less onerous than the terms contained in this letter.
3. The Information disclosed to the receiving party will be used solely for the purpose of sharing technical and commercial information pertaining to the "for Co-location and setting-up Disaster Recovery Solution for Balmer Lawrie & Co. Ltd".
4. Each party will comply with the obligations set out herein and the obligation of the party shall terminate upon the earlier of (a) the expiry of thirty six months from the date hereof, or (b) the execution of a definitive agreement between the parties in furtherance of the Purpose
5. The receiving party will establish and maintain reasonable security measures to provide for the safe custody of the Information and to prevent unauthorized access to it.
6. On the termination of the receiving party's involvement in the above project, and upon being requested to do so, the receiving party will either return the Information disclosed to it or destroy/ delete the same from its servers/ possession, including all copies thereof, within a reasonable period, subject only to the extent necessary for the maintenance of proper professional records. Such destruction has to be certified by the authorized officer of the company supervising the destruction.
7. The obligations set out above shall not apply to any Information which:

- a. is or becomes publicly available other than through a breach of this agreement;
  - b. is already in the possession of the receiving party without any obligation of confidentiality;
  - c. is obtained by the receiving party from a third party without any obligation of confidentiality;
  - d. is independently developed by the receiving party outside the scope of this agreement; or
  - e. the receiving party is required to disclose by any legal or professional obligation or by order of any regulatory authority.
8. The receiving party acknowledges that the disclosing party retains the copyright and all intellectual property rights in the Information and that the receiving party may not copy, adapt, modify or amend any part of the Information or otherwise deal with any part of the Information except with the prior express written authority of the disclosing party.
  9. This agreement shall be governed by, and construed in accordance with, the laws of India and the High Court of West Bengal, Kolkata shall have exclusive jurisdiction.

We should be grateful if you would also acknowledge your agreement to these terms by signing the copy of this letter where indicated, and returning it to us.

Yours faithfully,

**For Balmer Lawrie & Co. Ltd**

We agree to the above terms regulating the disclosure of the Information.

Name of the

Official

Designation

**For and on behalf of Bidder**

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

## **Annexure 12 : Online EMD**

### **Terms and Conditions for making Online-Payments towards Earnest Money Deposit (EMD)**

The Terms and Conditions contained herein shall apply to any person (“User”) using the services of **Balmer Lawrie & Co. Ltd**, hereinafter referred to as “**Merchant**”, for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service (“**Service**”) offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through Balmer Lawrie e-procurement website i.e. <https://balmerlawrie.eproc.in> (“Website”). Each User is therefore deemed to have read and accepted these Terms and Conditions.

#### **A. Privacy Policy**

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant’s treatment of personally identifiable information that Merchant collects when the User is on the Merchant’s website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from the User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- b) if any of User’s actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) to protect or defend Merchant’s legal rights or property, the Merchant’s site, or the Users of the site or
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant’s website/offering.

#### **B. General Terms and Conditions For E-Payment**

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant’s website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User’s use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth



herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term “**Charge Back**” shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
  - i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
  - ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

### **C. Limitation of Liability**

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.
3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
  - (i) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or
  - (ii) any interruption or errors in the operation of the Payment Gateway.
4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

### **D. Miscellaneous Conditions:**

1. Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.
2. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.
3. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
4. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or

destruction or unauthorized access to, alteration of, or use of information contained on the Website.

5. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;
  - i. Choose a new password, whenever required for security reasons.
  - ii. Keep his/ her User ID & Password strictly confidential.
  - iii. Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

#### **E. Debit/Credit Card, Bank Account Details**

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
2. The User may make his/ her payment(Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
  - i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
  - ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
  - iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
  - iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

#### **F. Personal Information**

1. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
2. The User agrees that any communication sent by the User vide e-mail, shall imply release of

information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.

3. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.
4. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

#### **G. Payment Gateway Disclaimer**

The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.

#### **H. General Terms and Conditions -**

1. It is advised that all bidders make payment via RTGS/NEFT/Debit Card /Credit Card at least one day in advance to the last day. In the event of bidder making payment on the last day and same is not available for bidder for validation on account of any reason whatsoever, Balmer Lawrie & Co. Ltd., its banker or e-Procurement service provider or payment gateway service provider would not be held responsible in any manner. In such cases bidder may not be able to submit the tender.
2. It is the bidder's responsibility to ensure that RTGS/NEFT RTGS/NEFT/Debit Card /Credit Card payments are made to the exact details as mentioned in the challan. In the event of any discrepancy, payment would not be considered and would not be available for validation of EMD payment.
3. Bidder is required to generate challan for every tender since details in the challan are unique to the tender and bidder combination. Bidder is not supposed to use challan generated in one tender for payment against another tender.
4. Under no circumstance, including whether the bidder has made duplicate/incorrect payments or correct payments not validated by the bidder for which tender validity has expired, Balmer Lawrie & Co. Ltd. or its Banker or its service providers are under no obligation to disclose the details of payment made by any bidder.
5. If you attempt to add beneficiary through internet banking then add the beneficiary account number printed in challan only. Please note that every challan have different beneficiary account number and hence do not attempt to use the same beneficiary account number for multiple cases.
6. No part payment should be made using account of same bank or other bank. Kindly ensure that full amount should be paid in one transaction. If multiple payments are made from one bank or multiple banks, then case will be disapproved and amount will be auto refunded.

**Annexure 13 : Bank Transfer / RTGS Details**

01	Name & Address of the Bidder																
	<b>Details of Bank Account:</b>																
02	NAME & ADDRESS OF THE BANK																
03	NAME OF THE BRANCH																
04	BRANCH CODE																
05	MICR CODE																
06	ACCOUNTNUMBER																
07	TYPE OF ACCOUNT	CURRENTA/C / OD / CASHCREDIT															
08	BENEFICIERY'SNAME																
09	IFSC CODE OF THE BRANCH	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>															
10	EMAIL ID																
11	TELEPHONE/MOBILE NO.																

## Annexure 14 : Bid Submission Check List - for Bidders

S#	Document	Attached (Yes/No)	Page#
<b>COVER - A</b>			
1.	Covering Letter		
2.	Power of attorney in original or duly notarized.		
3	Bid Form – Techno Commercial Bid submission letter (Annexure 3)		
4	Bid Compliance statement (Annexure 4)		
5.	Response and proof pertaining to all Mandatory Qualifying Criteria as mentioned in Annexure 5.		
6.	BL's RFP duly stamped & signed by the authorized signatory in token of acceptance of all terms & conditions as mentioned in this document.		
7.	No Blacklist Declaration as per Annexure-6		
8.	Statement of No Deviations as per Annexure-7		
9.	The full Bill of Material (BoM) with part number and the quantity needs to be mentioned in the submitted document. Individual items need to be clearly mentioned as Hardware, Software or Service.		
10.	Un-priced copy of the price schedule clearly marking "XXX" wherever price is quoted mentioning applicable taxes and duties with declaration on it that "The Price bid is as per the format requested & prices submitted are in the units specified in the tender without any conditions attached" under the signature of the authorized signatories.		
11.	Complete documentation (Solution Deployment along with relevant technical literature and data sheets pertaining to scope of work as mentioned in Business Requirement section).		
12.	Product brochures and cross reference document pertaining to technical specification (as relevant).		
13.	Eligibility Criteria as per Annexure 6 (with proofs)		
<b>COVER - B</b>			
1.	Detailed Layout of the entire DC (diagrams/schematic)		
2.	Detailed Layout of the Colocation Area for BL		
3.	Technical Documentations (if any)		
4.	Technical Specification Compliance Sheet as per Annexure-8		