



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

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NOTICE INVITING TENDER FOR PROCUREMENT OF SHARE POINT 2019 STANDARD  
USER CAL & MS SQL 2016 STANDARD USER CAL LICENSES

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**BL/IT/HO/SW/PT/201920/0009 dated 07/01/2020**

<b>Contact Person</b>	Mr. Tanmoy Bhowmik
<b>Designation</b>	Deputy Manager [IT]
<b>Address</b>	4th Floor 21, Netaji Subhash Road, Balmer Lawrie & Co. Ltd Kolkata - 700001
<b>Email ID</b>	bhowmik.t@balmerlawrie.com
<b>Website</b>	<a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a> <a href="http://www.balmerlawrie.com">www.balmerlawrie.com</a>
<b>Last date and time for submission of Tender</b>	28.01.2020 at 18:00 HRS

**Notice Inviting Tender (NIT)**

**Copyright Notice**

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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 the Tender document and all other terms and conditions subject to which such information is provided.

Dear Sir/Madam,

Balmer Lawrie wishes to procure SHARE POINT 2019 STANDARD USER CAL & MS SQL 2016 STANDARD USER CAL LICENSES

Tender document can be downloaded from the corporate web site [www.balmerlawrie.com](http://www.balmerlawrie.com) and Balmer Lawrie e-Procurement Platform <https://balmerlawrie.eproc.in>

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

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

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

**The Price bid has to be submitted online only in E-procurement price bid section. The Bid of a tenderer will be rejected if they submit hard copy of the Price Bid.**

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

- i. RFQ Bid form (RFQ bid submission letter) – This should be duly signed by an authorized person to act on behalf of the Bidder.
- ii. Signed hard copy of RFQ document duly filled (all pages to be signed and stamped)
- iii. All Forms and Annexure attached duly filled and signed and stamped.
- iv. Power of Attorney or other proof of authority (or a copy duly attested by a Gazetted Officer) of the person who has signed the tender.
- v. Any other documents required in terms of this tender.

#### **Price Bid Submission**

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

#### **Tender Submission**

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

For registration and online bid submission Tenderer may contact the following officials at the HELP DESK of M/s C1 India on browsing to the website <https://balmerlawrie.eproc.in> during business hours:

Contact Person	Email	Contact Number	Days
Tirtha Das (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290	Monday - Friday
Tuhin Ghosh (Kolkata)	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071	Monday - Friday
CH.Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284159	Monday - Saturday
Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	+91-022-66865608	Monday - Friday
Helpdesk Support (Kolkata)	-	+91-022-6865608	Monday - Saturday

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

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

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.

**The bidder has to keep track of any changes by viewing the Addendum / Corrigenda issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. There will be no further paper advertisement on this. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.**

The Tenderer should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps. M/s C1 India or Balmer Lawrie will not be responsible for incomplete bid submission by users. Tenderers may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for consideration.

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

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 [bhowmik.t@balmerlawrie.com](mailto:bhowmik.t@balmerlawrie.com)  
Please acknowledge receipt and confirm your participation in this tender.

Thanking you,  
Balmer Lawrie & Co. Ltd

## Tender Schedule

S. No.	Particulars	Description
1.	Tender reference number	BL/IT/HO/SW/PT/201920/0009 dated 07/01/2020
2.	Earnest Money Deposit	NIL
3.	Date of Publishing of Tender document on the website	08/01/2020 at 11:30 HRS
4.	Last date and time of receiving applicant's clarifications in writing	21/01/2020 at 11:00 HRS
5.	Pre Bid date	NA
6.	Last date and time for submission of Tender	28/01/2020 at 18:00 HRS
7.	Date and time of Technical Bid Opening	30/01/2020 at 11:00 HRS
8.	Validity of Price / Quoted Commercials	90 days from date of contract with bidder
9.	Place of Submission of Bid	Mr. Tanmoy Bhowmik, Deputy Manager [IT], 4th Floor, 21, Netaji Subhash Road, Balmer Lawrie & Co. Ltd Phone No :033-22225438 Email: bhowmik.t@balmerlawrie.com  <b>Technical &amp; Price Bid :</b> <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a>

## **Section– I**

### **Interpretation of General Conditions of Contract.**

#### **1. GENERAL**

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

#### **2. DISCREPANCY IN TENDER DOCUMENT**

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

#### **3. SINGULAR AND PLURAL**

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

## **Section –II**

### **General Instructions to Bidders.**

#### **1. Ethical Standard**

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

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

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

#### **2. Clarifications of bidding documents**

Bidder can seek any clarification on RFQ document through written mail to [bhowmik.t@balmerlawrie.com](mailto:bhowmik.t@balmerlawrie.com) as per the Pre Bid Clarification Dates mentioned in this tender, clearly mentioning the bidder name and Tender No. in all communication.

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

#### **3. Conditions for bid submission**

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

##### **A. Extension of RFQ bid submission**

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

deadlines would be published in the site were the tender has been published.

#### **4. Bid Price**

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

- a. The price bid should be completed as per the price bid format in **ONLINE MODE only**.
- b. The Total price must take into account all incidental costs associated with the provision of services as applicable including travel, transportation, communications, fees, Licenses cost, cost of service from 3<sup>rd</sup> party for requested integration etc. imposed on the bidder in India or any other country. There should be no other hidden costs for items quoted & no additional expense would be borne by Balmer Lawrie except quoted price. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any.
- c. Quoted commercial / Rates should be valid for 90 days from date of contract with bidder.
- d. Price bid should be quoted only in e-procurement site as per format mentioned in Annexures

#### **5. Modifications and withdrawals of bids**

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

#### **6. Bid opening**

Opening of Bids by BL

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

#### **7. Preliminary examination of bids**

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

#### **8. Clarifications**

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



**9. Award of Contract/ Purchase Order**

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

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

The Contractor shall provide the SHARE POINT 2019 STANDARD USER CAL & MS SQL 2016 STANDARD USER CAL LICENSES licenses on specific intimation from Balmer Lawrie in writing or the time indicated in the PO and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of Order / Contract, Balmer Lawrie, at its sole discretion will have the right to cancel the Order / Contract.

**11. Bid Evaluation Criteria**

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

**12. Expenses to be borne by Bidder**

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

**13. Termination of the Contract**

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

BL shall have the right to terminate this CONTRACT if:

- The Service Provider fails to provide services or contractual obligations in accordance with

the provisions of this contract.

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

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

**14. Language of Bid**

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

**15. Transfer of bid document**

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

**16. Invoices and Payments**

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

## **SECTION III**

### **General Terms and Conditions**

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

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

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

### **3. Risk Purchase**

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

- i. If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of Balmer Lawrie, whose decision shall be final and binding on the contractor, Balmer Lawrie reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor.
- ii. To recover any money due from the Contractor, from any moneys due to the Contractor

under this.

- iii. To claim compensation for losses sustained including Balmer Lawrie's supervision charges & overheads in case of termination of Contract.

#### **4. Observance of Local Laws :**

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

#### **5. Force Majeure:**

The following shall amount to force majeure conditions:-

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

#### **6. Prevention of Corruption**

- i. Canvassing in any form or any attempt to influence directly or indirectly any official of Balmer Lawrie will lead to rejection of the bid.
- ii. Balmer Lawrie shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the contractor has offered or given any person any gift

or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with Balmer Lawrie or for showing or intending to show favor or disfavor to any person in relation to the contract with Balmer Lawrie , if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with Balmer Lawrie .

**7. Arbitration**

- i. If any time, any questions, disputes or differences what so ever arising out of or in any way concerning the contract between Balmer Lawrie and the Contractors, the same shall be referred to the sole arbitrator i.e. Director [Finance] or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions Indian ARBITRATION AND CONCILIATION ACT, 1996. The award of the arbitrator shall be final and binding on both the parties. The fees of the arbitrator, if any, shall be paid equally by both the parties
- ii. The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by Balmer Lawrie or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.
- iii. The place of Arbitration will be 21, N S Road Kolkata 700001.

**8. Laws Governing the Contract:**

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

**9. Indemnity:**

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

**10. Discrepancy in Words & Figures quoted in offer**

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

**11. Terms for Payment**

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

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

**Payment will be done by EFT mechanism only**

**Payment Schedule –**

Kindly refer Price bid format in Annexure for details:

<b>Deliverables</b>	<b>Payment Terms</b>
Delivery of Software Licenses	100% after delivery and installation, upon submission of Invoices

**Note:** All payments will be made in Indian Rupees

**I. Price**

Bidder shall quote a firm price for the total product giving applicable tax breakup which includes implementation, traveling and accommodation (if any). Balmer Lawrie may ask for the activity wise break-up of the price after opening the price bid. No additional expense would be borne by Balmer Lawrie except the quoted price.

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

**12. Delivery Timeline:**

Delivery of required Software should be **within 10 working days** from the date of purchase order.

## **Section IV**

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

<b>Parameter</b>	<b>Requirement Description</b>	<b>Documentary Evidence</b>
Power of Attorney	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP	On Company Letter Head (Signed & Stamped)
OEM	Proof of authorized partnership with OEM	Letter of authorization / MAF
Blacklisted	An undertaking (self-certified) that the bidder has not been blacklisted by a Central/State Government institution and there has been no litigation with any government department on account of similar services.	Undertaking (Signed & Stamped)
Existence	The Company should be a Registered Company under the Companies Act / a partnership firm under the Partnership Act in India and should be providing services for the last 2 years	Copy of Certificate of Incorporation issued by Registrar of Companies / Partnership Deed / Trade License and full address of the Registered Office.
Financial Stability	The Organization should have positive net worth in the last 3 years	Undertaking signed & stamped by Chartered Accountant or Balance sheets of the last 3 financial years(2015-16, 2016-17, 2017-18).

**Section V**

**Technical Requirement**

**1. Background.**

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

**2. Requirement Synopsis**

Balmer Lawrie wishes to appoint competent bidders for Procurement of licenses for MS Share Point 2019 standard user CAL & MS SQL 2016 standard user CAL licenses .

**3. Scope of work**

Balmer Lawrie has a requirement of Procurement of licenses for MS Share Point 2019 standard user CAL & MS SQL 2016 standard user CAL licenses . Indicative Total Licenses to be procured are mentioned as follows:

<b>Sl. No.</b>	<b>Software</b>	<b>Quantity</b>	<b>Years of Subscription</b>
1.	MS Share point 2019 standard user CAL licenses/ Or other Share point user licenses which can work with MS Share Point 2019 standard edition server.	150	Perpetual in nature/ Or 5 years of Subscription
2.	MS SQL standard 2016 user CAL licenses/ Or other SQL user licenses which can work with MS SQL 2016 standard edition server	150	Perpetual in Nature / Or 5 Years of subscription

The Purchase Order will be placed to the successful bidder as per the requirement. The bidder is expected to provide support during installation. Price quoted should be inclusive of Support.

**4. Evaluation Methodology**

- 1) Evaluation of commercial bid shall be on basis of commercial offer as well as Mandatory Qualification Criteria.
- 2) Balmer Lawrie reserves the right to accept or reject any First (Original) or Updated bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without



thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for such action.

## **5. Evaluation of Technical Bid**

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

- 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

## **6. Deliverables**

As mentioned in the Scope of Work

**Section VI**  
**Annexures & Price Bid Format**

**ANNEXURE I**

**Bid form – Techno-Commercial Bid Submission for Procurement of SHARE POINT 2019**  
**STANDARD USER CAL & MS SQL 2016 STANDARD USER CAL LICENSES**

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

Tanmoy Bhowmik

Date:

Deputy Manager(IT)  
Balmer Lawrie & Co. Ltd.,  
21, N.S. Road, Kolkata 700001.

Dear Sir,

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

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

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

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 II

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

Ref: .....

Dated:

Price bid is to be submitted for Procurement of SHARE POINT 2019 STANDARD USER CAL & MS SQL 2016 STANDARD USER CAL LICENSES.

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

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

#### Price Bid for Solution:

Sl.No.	Item Description	Qty. (Nos.)	Years of Subscription	Price EXCLUDING TAXES (in ₹)	Price INCLUDING TAXES (₹)
1.	MS Share point 2019 standard user CAL licenses/ Or other Share point user licenses which can work with MS Share Point 2019 standard edition server.	150	Perpetual/ 5 Years		
2.	MS SQL standard 2016 user CAL licenses/ Or other SQL user licenses which can work with MS SQL 2016 standard edition server	150	Perpetual/5 Years		
3.	Any other charges				

#### Taxes and other details:

Component	Value / % Tax	Remarks
CGST(%)		
SGST(%)		
IGST(%)		
Any other Taxes / Charges		

- Taxes and other components to be shown separately in the format provided.
- The Commercials quoted in the eProcurement Platform will be valid for 1 years from date of contract with bidder
- Prices Quoted should be inclusive of Support for installation
- Please mention NA / 0 wherever values are not applicable.
- If Taxes are exempted, then exemption certificate(s) is/are to be enclosed.

- Taxes shall be payable at existing rate on the applicable services.
- The bidder who quotes the Lowest Total Price Excluding Taxes will become the L1 (successful) bidder.

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

\_\_\_\_\_ [signature with office seal]

In the capacity of \_\_\_\_\_ [Designation]

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

**ANNEXURE-III:**

**BID COMPLIANCE STATEMENT:**

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

NAME OF WORK: Tender for Procurement of SHARE POINT 2019 STANDARD USER CAL & MS SQL  
2016 STANDARD USER CAL LICENSES for Balmer Lawrie

TENDER ENQUIRY NO. : BL/IT/HO/SW/PT/201920/0009

Dated: 08/01/2020

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-IV:**

**FINANCIAL DETAILS:**

**A. ANNUAL TURNOVER STATEMENT**

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

<b>FINANCIAL YEAR</b>	<b>ANNUAL TURNOVER (IN RS.)</b>	<b>NET WORTH (IN RS.)</b>	<b>REMARKS</b>
2015 – 16			
2016 – 17			
2017 – 18			

**B.** Net Worth : Reserve + Capital - Accumulated losses

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

**D.** PAN and Service Tax Registration:

<b><u>PAN No. (Given by Income Tax)</u></b>	<b><u>GST Registration Number</u></b>

Copy of PAN Number and Service Tax registration to be attached.

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

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

**(Seal & Signature of Bidder)**



## ANNEXURE VI: Bidder's Profile

Reference no.: BL/IT/HO/SW/PT/201920/0009 dated 008/01/2020

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 registration no.(attach certificate)	
5	Correspondence address at with contact person(s) name, 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, telephone number, mobile number etc. and escalation matrix for the purpose of this RFP	