



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

NOTICE INVITING TENDER FOR PROCUREMENT OF MICROSOFT 365 BUSINESS STANDARD LICENSES
(1 Year SUBSCRIPTION)

TENDER NO : BL/IT/HO/MS365/PT/202021/0003
TENDER PUBLICATION DATE : 05/03/2021
TENDER DUE DATE : 15/03/2021
TENDER HOSTING WEB SITE : <https://balmerlawrie.eproc.in>
www.balmerlawrie.com

TENDER IN-CHARGE : Hermeet Kaur, kaur.h@balmerlawrie.com
ADDRESS : 4th 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

CONTENTS

SECTION 1 : INVITATION FOR BIDS3
SECTION 2 : INSTRUCTIONS TO BIDDERS 5
SECTION 3 : MANDATORY QUALIFICATION CRITERIA 13
SECTION 4 : BUSINESS REQUIREMENT.....14
SECTION 5: COMMERCIAL TERMS & CONDITIONS16
SECTION 6: TECHNICAL SPECIFICATIONS.....18

ANNEXURES

ANNEXURE-1: BID-FORM (TECHNO COMMERCIAL BID SUBMISSION LETTER)19
ANNEXURE-2: BID COMPLIANCE STATEMENT 20
ANNEXURE-3: PRICE BID FORMAT..... 21
ANNEXURE-4: BIDDER’S PROFILE 22
ANNEXURE-5: BANK TRANSFER/RTGS DETAILS..... 23

SECTION-1: INVITATION FOR BIDS

1. Tender Schedule

Tender No. & Date	BL/IT/HO/MS365/PT/202021/0003
Job	Notice inviting tender for procurement of Microsoft 365 Business Standard Licenses (1 Year Subscription)
Cost of Tender Document	Nil (Free Download from the tender site)
Tender Publication Date	05/03/2021
Pre Bid Queries Submission Date	NA
Pre Bid meeting date	NA
Tender Submission Date	15/03/2021 at 1830 Hours IST
Place of Submission of Bid	<p>Techno-commercial –To be submitted online as well as hard copy</p> <p>Ms. Hermeet Kaur, Manager (Corporate IT) Balmer Lawrie & Co. Ltd, 21, N.S. Road, Kolkata 700 001. Tel : (033) 22225505, Fax : (033) 22225253 Email : kaur.h@balmerlawrie.com</p> <p>Price Bid -To be submitted online only at https://balmerlawrie.eproc.in</p> <p>The bid will be rejected if the Price Bid is submitted in hard copy</p>
Technical Query	Interested bidders can send emails to kaur.h@balmerlawrie.com for any technical query
Bid Security/ Earnest Money Deposit	Declaration against EMD to be submitted
Validity of Bid	180 days from the bid submission date

Balmer Lawrie & Co. Ltd (BL) invites sealed bids from eligible bidders for “Notice inviting tender for procurement of Microsoft 365 Business Standard Licenses – 1 Year Subscription”.

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.

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

3. The tender document consists of:-
- SECTION 1 : INVITATION FOR BIDS
 - SECTION 2 : INSTRUCTIONS TO BIDDERS
 - SECTION 3 : MANDATORY QUALIFICATION CRITERIA
 - SECTION 4 : BUSINESS REQUIREMENT
 - SECTION 5 : COMMERCIAL TERMS & CONDITIONS
 - SECTION 6 : TECHNICAL SPECIFICATIONS/ REQUIREMENTS

ANNEXURES:

- 1. BID-FORM (TECHNO_COMMERCIAL BID SUBMISSION LETTER)
 - 2. PROFORMA BANKGUARANTEE
 - 3. PRICE BID FORMAT
 - 4. BIDDER'S PROFILE
 - 5. BANK TRANSFER/RTGSDetails
4. It shall be the responsibility of the person 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.
5. 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, 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 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-3.

Earnest Money Deposit [EMD] There will be no EMD for this tender. In lieu of Bid Security, the bidders need to submit "Bid Security Declaration" (Self-Declaration on company letterhead) accepting that if they withdraw or modify their bids during the bid validity period, they will be suspended for the time specified in the tender documents.(In this case-3 Months)

6. Incomplete tender shall be liable for rejection without seeking any further clarification. BL also deserves 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 & General 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:-

- a. 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.
- b. "SITE" shall mean the place or places, including Project site where the system will be delivered and installed
- c. "CONTRACTOR" shall mean the individual, or firms who enters into this Contract with Balmer Lawrie and shall include their executors, administrators, successors and assigns.
- d. "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.
- e. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by Balmer Lawrie.
- f. "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.
- g. "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.
- h. 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.
- i. "VALIDITY OF THE CONTRACT" The contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BalmerLawrie.
- j. "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.

2.1.2. 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.

2.2 General Conditions of the Tender & General Instructions to bidders for e-Tendering

2.2.1 Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, BL will reject 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 in order 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 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 Bidder can seek any clarification on RFQ document through emails to kaur.h@balmerlawrie.com as per the Pre- Bid clarification dates mentioned in this tender, clearly mentioning the bidder name, Tender no. etc.

2.2.7 Documents accompanying the Technical bids

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

- a. Power of attorney in original or duly notarized.
- b. Response and proof pertaining to all Mandatory Qualifying Criteria.
- c. BL's RFP document duly stamped & signed by the authorized signatory in token of acceptance of all terms & conditions as mentioned in this document.
- d. All Forms and Annexures attached, duly filled, signed and stamped.
- e. 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.

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

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

- ✓ 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:

- i. 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	tirtha.das@c1india.com	+91-9163254290	Mon-Fri
Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-6374241783	Mon-Fri
Helpdesk Support (Kolkata)		+91-8017272644	Mon-Sat

Escalation Level	Name	Email ID	Phone Number
Level 1	Mr.Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
Level 2	Mr. Sandeep Bhandari	sandeep.bhandari@c1india.com	+91-8826814007

Digital Certificate authentication:

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

- 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 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 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.

2.2.16 Deactivation of Bidders

The bidders found defaulting in submission of 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.

- a. Such uploaded documents pertaining to Technical Bid need to be attached to the tender while submitting the bids online.
- b. 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 respects. 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 kaur.h@balmerlawrie.com

2.2.19 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.

2.2.20 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 bids.

- ii. Jobs awarded under this contract/Purchase Order cannot be sub-contracted without the consent of BL
- iii. 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 Observance of Local Laws :

- a. The Contractor shall comply with all applicable Laws, Statutory Rules, and Regulations etc.
- b. 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.
- c. The Contractor shall be responsible for the proper behavior and observance of all Regulations by the staff employed.

2.2.23 Prevention of Corruption / Penalty for use of Undue influence

- a. Canvassing in any form or any attempt to influence directly or indirectly any official of Balmer Lawrie will lead to rejection of the bid.
- b. 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 offer 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.

2.2.24 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.

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.

2.2.25 Compliance with IT ACT 2000

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

SECTION 3 - MANDATORY QUALIFICATION CRITERIA

Parameter	Requirement Description	Supporting documents To be submitted
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	OEM Authorization certificate	Letter of authorization from OEM for participation in this tender
Blacklisted	An undertaking (self-certified) that the bidder hasn't 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)
Financial Stability	The Organization should have a positive PBT in the last 3 financial years before the tender due date.	Undertaking signed & stamped by Chartered Accountant/ Financial statements in support of positive PBT in the last 3 financial years

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	SLA	
4.7	Software and Tools	
4.8	Commisioning certificate	
4.9	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 ever changing environment, leveraging every change as an opportunity to innovate and emerge a leader in industry.

4.2 Current Infrastructure/Landscape

Balmer Lawrie is using MS Office licenses for official work.

4.3 Requirement Synopsis

Balmer Lawrie wishes to engage competent bidders for Procurement of Microsoft 365 Business Standard Licenses – 1 Year Subscription – 1 Year Subscription

4.4 Scope of Work

Balmer Lawrie has a requirement of Microsoft Office Licenses for organisation use. Indicative Microsoft Office Licenses to be purchased are mentioned as follows:

Item	Quantity
Microsoft 365 Business Standard Licenses – 1 Year Subscription	150

****Please note that the above mentioned quantity is only indicative in nature and may change as per actual requirements with a deviation of +/- 25%. Same price will be applicable to the additional / reduced quantity.**

The Purchase Order will be placed to the successful bidder as per the requirement **within 90 days.**

- The Bidder is expected to provide support during installation. Price quoted should be inclusive of Support.
- The bidder should have knowledge of different platforms

4.5 SLA **NA**

4.6 Software and Tools

All licenses should be in the name of Balmer Lawrie and Co. Ltd.

4.7 Commissioning Certificate

On successful completion of acceptability test for 7 days and after BL is satisfied with the delivery and use of licenses, the acceptance certificate signed by the representative of BL and representative of the Vendor will be issued.

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

- a. Evaluation of commercial bid shall be on the basis of fulfilling all the Mandatory Qualification Criteria as well as commercial offer.
- b. 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.
- c. Price bids will be opened after evaluation for those bids which fulfil the Mandatory Qualification Criteria
- d. The offer/bid may not be evaluated in case of non-adherence to the format or partial submission of technical details as per the format given in the RFP. Any decision in this regard shall be final, conclusive and binding on the bidder/tenderer.
- e. 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
- f. It shall be ensured that the lowest bid / offer is justifiable looking to the prevailing market rates of the services required to be procured

SECTION-5: COMMERCIAL TERMS & CONDITIONS

5.1	Pricing Type
5.2	Delivery Schedule
5.3	Terms of Payment
5.4	Termination
5.5	Exit Clause
5.6	Other Contractual Stipulations

5.1 Pricing Type

- 5.1.1 The quoted rates shall be valid for acceptance for a 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 Any 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 the 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.

Activity	Timelines
	(all days are in reference to date of placement of order)
Delivery of Licenses	7 Days

5.3 Terms of payment

- 5.3.1 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.
- 5.3.2 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

5.3.3 Payment Schedule –

Kindly refer Price bid format in Annexure II for details:

Deliverables	Payment Terms
Delivery of Microsoft 365 Business Standard Licenses – 1 Year Subscription	100% after successful delivery of Licenses upon submission of Invoices

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 Balmer Lawrie within this time. Payment will be done by EFT mechanism only

5.3.4 Performance Bank Guarantee

NA

5.3.5 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**

SECTION-6: TECHNICAL SPECIFICATIONS

The licenses should include the following tools and features:

1. MS Outlook
2. MS Word
3. MS Excel
4. MS PowerPoint
5. MS Publisher(PC Only)
6. MS Access(PC Only)

Following Secure cloud services should be included:

1. MS Teams
2. MS Exchange
3. MS OneDrive
4. MS SharePoint

ANNEXURE – 1- BID FORM- TECHNO COMMERCIAL BID SUBMISSION LETTER

Bidder's Ref. No.

Date:

**Hermeet Kaur
Manager(IT)
Balmer Lawrie & Co. Ltd.
21, N.S. Road, Kolkata 700001
Ref.: Your Tender no. _____**

Dear Sir,

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

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

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

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

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

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

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

_____ [signature with office seal]

In the capacity of _____ [Designation]

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

ANNEXURE – 2- BID COMPLIANCE STATEMENT

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

Title: Notice inviting tender for procurement of Microsoft 365 Business Standard Licenses – 1 Year Subscription

TENDER ENQUIRY NO. : BL/IT/HO/MS365/PT/202021/0003

Dated: 05/03/2021

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 locations and 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 Price Bid) 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 – 3- PRICE BID FORMAT

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

Ref:

Dated:

Price bid is to be submitted for Procurement of Microsoft Office 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	Quantity (Nos.)	Price EXCLUDING TAXES (in Rs.)	Price INCLUDING ALL TAXES (in Rs.)
1.	Microsoft 365 Business Standard Licenses – 1 Year Subscription. Part Number AAA-10647	150		

****Please note that the above mentioned quantity is only indicative in nature and may change as per actual requirements with a deviation of +/- 25%. Same price will be applicable to the additional / reduced quantity.**

Taxes and other details:

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

- Taxes and other components to be shown separately in the format provided.
- The Commercials quoted in the e-Procurement Platform should be valid for 60 days
- 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 – 4 BIDDER’S PROFILE

Reference no.: **BL/IT/HO/MS365/PT/202021/0003** dated **05/03/2021**

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	

ANNEXURE-5: BANK TRANSFER / RTGS DETAILS

01	Name & Address of the Supplier / Sub-contractor																					
	Details of Bank Account:																					
02	NAME & ADDRESS OF THE BANK																					
03	NAME OF THE BRANCH																					
04	BRANCHCODE																					
05	MICR CODE																					
06	ACCOUNTNUMBER																					
07	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT																				
08	BENEFICIERY'SNAME																					
09	IFSC CODE OF THE BRANCH	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
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