



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

**NOTICE INVITING TENDER FOR SELECTION OF SERVICE PROVIDER FOR AMC SERVICES OF
CISCO NETWORK DEVICES**

Tender Ref No. BL/IT/HO/NWAMC/PT/202122/0001

Dated: 22.04.2021

Contact Person	Hermeet Kaur
Designation	Manager (IT)
Address	4th Floor 21, Netaji Subhash Road, Balmer Lawrie & Co. Ltd. Kolkata - 700001
Email ID	kaur.h@balmerlawrie.com
Website	https://balmerlawrie.eproc.in www.balmerlawrie.com
Last date and time for sub- mission of Bid & Tender Document	03.05.2021 at 16:00 HRS

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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: NIT (Notice Inviting Tender)

Notice Inviting Tender (NIT)

To,

M/s _____

Dear Sir/Madam,

Balmer Lawrie wishes to hire Service Provider(Cisco partner) for AMC Services of Cisco Network Devices.

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

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

1. Interpretation of General conditions of Contract – Section 3
2. General Instruction to bidders – Section 4
3. General Terms and Conditions-Section 5
4. Mandatory Qualifications for bidders – Section 6
5. Technical Requirement (Back ground, Scope, Functional Requirement, Deliverables & Evaluation Methodology) – Section 7
6. All Annexures & Price Bid Format – Annexure 1-6

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 he/she submits a Hard copy of Price Bid.

Technical Bid shall comprise of the following: (Scan/Photo Copy/Supporting documents duly stamped uploaded against Technical requirement)

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

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to act on behalf of the Bidder.

- iii. Signed hard copy of RFQ document duly filled (all pages to be signed and stamped)
- iv. All Forms and Annexure attached duly filled and signed and stamped.
- v. Any other documents required in terms of this tender.

Price Bid Submission

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

Tender Submission

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

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

Contact Person	Email	Contact Number	Days
Tirtha Das (Kolkata)	tirtha.das@c1india.com	+91-9163254290	Monday - Friday
Tuhin Ghosh (Kolkata)	tuhin.ghosh@c1india.com	+91-8981165071	Monday - Friday
Ritu Patil (Mumbai)	ritu.patil@c1india.com	+91-124-4302000 (Ex-236)	Monday - Friday
CH.Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-6374241783	Monday - Saturday
Helpdesk Support (Kolkata)	blsupport@c1india.com	+91-8017272644	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

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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.

Please acknowledge receipt and confirm your participation in this tender.

Thanking you,
Balmer Lawrie & Co. Ltd.

Balmer Lawrie & Co. Ltd.

Section 2: Tender Schedule

Tender Schedule:

S. No.	Particulars	Description
1.	Tender reference number	BL/IT/HO/NWAMC/PT/202021/0001 dated 22.04.2021
2.	Earnest Money Deposit	Nil. Declaration to be submitted
3.	Date of Publishing of Tender document on the website	22.04.2021 at 16:30 HRS
4.	Last date and time for submission of Tender/Bid	03.05.2021 at 16:00 HRS
5.	Date and time of Technical Bid Opening	04.05.2021 at 10:00 HRS
6.	Validity of Bid	180 Days from the submission of the Bid
7.	Validity of Price / Quoted Commercials	Till 30/05/2024
8.	Place of Submission of Bid	<p>Ms. Hermeet Kaur Manager [IT], 4th Floor, Balmer Lawrie & Co. Ltd. 21 Netaji Subhash Road, Phone No: 033-22225505 Email: kaur.h@balmerlawrie.com</p> <p>Technical & Price Bid: https://balmerlawrie.eproc.in</p>

Section 3: 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 4: 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 kaur.h@balmerlawrie.com as per the Pre Bid Clarification Dates mentioned in this tender, clearly mentioning the bidder name, tender no.

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

3. Conditions for bid submission

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

A. Extension of RFQ bid submission

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

4. Bid Price

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

- a. The price bid should be completed as per the price bid format only in **ONLINE MODE**.
- b. The Total price must take into account all incidental costs associated with the provision of services including travel, transportation, communications, fees, Licenses cost, cost of service from 3rd party for requested integration etc. imposed on the bidder in India or any other country. There should be no other hidden costs for items quoted & no additional expense would be borne by Balmer Lawrie except quoted price. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any.
- c. Quoted commercials / AMC Rates should be valid till 30/05/2024. Price bid should be quoted only in e-procurement site as per format mentioned in Annexures

5. Modifications and withdrawals of bids

The Bidder should not 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

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

- a. 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.
- b. Balmer Lawrie reserves the right to terminate the contract during the contract period in case the service is non-satisfactory or update the asset list if a particular asset becomes obsolete/ redundant. In such cases the SLA terms for the new asset list will be mutually agreed upon.
- c. BL may at its own discretion cancel the tender without assigning any reason to the bidder.
- d. Contract will be awarded to the vendor who quotes the lowest price.
- e. PO will be issued every year based on the Performance during the AMC support period.

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

The Contractor shall provide the service 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

- a. BL will examine the bids to determine whether the bids are complete as per checklist and / or as per requirements of Bidding Document.
- b. 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.
- c. BL will examine the bidder's qualification and bids of only those bidders who meet the qualifying requirements shall be taken for detailed evaluation.
- d. 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 thirty (30) 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.

17. 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- 180 Days)

Section 5: General Terms and Conditions

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. "CONTRACTOR" shall mean the individual, or firms who enters into this Contract with Balmer Lawrie and shall include their executors, administrators, successors and assigns.
- c. "SITE" shall mean the place or places, including Project site where the system will be delivered and installed.
- d. "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.
- e. 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.
- f. "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.
- g. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by Balmer Lawrie.
- h. "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.
- 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 Balmer Lawrie.
- 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. 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.

- a. 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.
- b. To recover any money due from the Contractor, from any money due to the Contractor under this contract.

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

4. 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.

5. Force Majeure:

The following shall amount to force majeure conditions: -

- a. 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.
- b. 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.
- c. 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.
- d. Force Majeure conditions will apply on both sides.

6. Prevention of Corruption

- 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. 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

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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

- a. 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
- b. 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.
- c. 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. Price

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

- a. The price bid should be completed as per the price bid format.
- b. The Basic price must take into account all incidental costs associated with the provision of AMC services including travel, transportation, communications, fees, etc. imposed on the bidder in India or any other country.
- c. 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-3

11. Bank Guarantee

The bidder shall provide the Bank Guarantee from Nationalised/Scheduled Bank in favor of Balmer Lawrie at the times and in amount, manner and form specified in Annexure 2. The security deposit shall be for the due and faithful performance of the contract and shall remain binding notwithstanding such variations, alterations or extension of time as may be made, given, conceded or agreed to the Contractor and the Purchaser.

The bank guarantee furnished by the Contractor will be subject to terms and conditions of the contract finally concluded between the party. The bank guarantee released on application by the Contractor after the expiry of the guarantee period and after he has discharged all his obligations under the contract.

The successful bidder shall furnish Performance Bank Guarantee within Fifteen (15) days of the Effective Date of Contract/Purchase Order for an amount equivalent to 3% of the Order value. This would be valid till the end of the contract period i.e till 30/05/2024. The PBGs would be released within 60 days of their date of expiry. In the event that the AMC is renewed, validity of PBG may be extended appropriately.

Failure of the successful bidder to comply with these requirements shall constitute sufficient grounds for the annulment of the award and invocation of Bank Guarantee.

12. 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.

Section 6: Mandatory Qualifications for bidders

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.

Sl.	Mandatory Qualification Criteria	Documentary Evidence
1.	Language of bid shall be in English language. In case any document is submitted by bidder in other than English language, authentic English translation of the same shall be submitted along with the bid. (e.g. citations, etc.).	<ul style="list-style-type: none"> • N/A
2.	The bidder should be a registered company in India as per Companies Act. The Certificate of Incorporation issued by Registrar of Companies along with the copies of Memorandum and Articles of Association are required to be submitted along with the technical bid.	<ul style="list-style-type: none"> • Certificate of Incorporation • Memorandum and Articles of Association
3.	The bidder should have successfully executed similar work such as maintenance of Cisco Networking Devices (Core Switch, Firewalls, Routers, Access switches) for at least 2 (Two) domestic customers / organizations during the last 3 (three) years from the Tender closing date. Proof of Concept(POC) done would not be treated as an experience for the bidder.	<ul style="list-style-type: none"> • Citation & proofs (PO copy) with relevant information.
4.	The bidder should have positive Profit Before Tax (PBT) during the last three financial years ending 31.03.2020.	<ul style="list-style-type: none"> • Certified / Audited P&L statement of last three years in support of turnover and profitability.
5.	The bidder should furnish all relevant documents duly signed and office sealed by authorized signatory, failing which their bid shall stand rejected.	<ul style="list-style-type: none"> • Power of Attorney (PoA) to show authorization of the person.
6.	The bidder should be a certified gold/premium partner of Cisco.	<ul style="list-style-type: none"> • Relevant documentary proof(Partnership certificate)

7.	The bidder needs to submit MAF from Cisco for this tender	<ul style="list-style-type: none">• MAF in original
8.	The bidder should have direct presence in Kolkata(with support infrastructure and spare stock location) where most of the devices are present to facilitate availability of spares and emergency hardware support.	<ul style="list-style-type: none">• VAT Registration certificate/ Trade license copy
9.	The bidder should not have been black listed/ banned from business dealings by any of the Government Authorities or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the name of the company or organization must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered.	<ul style="list-style-type: none">• Self-declaration on company letterhead
10.	PAN, GST Registration Number	<ul style="list-style-type: none">• Certificate and other relevant documentary proof if any.

Section 7: Technical Requirement:

1. Background.

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

2. Requirement Synopsis

Balmer Lawrie wishes to appoint competent bidders / service providers for Comprehensive Maintenance of Active networking equipment which includes preventive and remedial maintenance of the active network components. It will also include supply and replacement of devices as and when required. Functional requirements will be as mentioned below:

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

3. Scope of work

- The details of Cisco devices are mentioned below:

Device Type	Model	Sl. No.	Location
Core Switch	CISCO WS-C6506-E	SAL1634L59S	Data Center, Kolkata
Access Switches	CISCO WS-C3560X-48T-S	FDO1637Y3L0	Data Center, Kolkata
	CISCO WS-C3560X-48T-S	FDO1551P0FD	Data Center, Kolkata
	CISCO WS-C2960S-24TS-L	FOC1648Z1GJ	Data Center, Kolkata
	CISCO WS-C2960S-24TS-L	FOC1708X0R9	Data Center, Kolkata
	CISCO WS-C2960S-24TS-L	FOC1708X0QR	Data Center, Kolkata
	CISCO WS-C2960S-24TS-L	FOC1708X0SB	Data Center, Kolkata
	CISCO WS-C2960S-24TS-L	FOC1648Z1GQ	Data Center, Kolkata
	CISCO WS-C2960-24TC-L	FOC1507V30V	Data Center, Kolkata
	CISCO WS-C2960-8TC-L	FOC1402V5E8	Data Center, Kolkata
	CISCO WS-C2960S-48TS-L	FOC1637W1W4	Data Center, Kolkata
Firewalls	CISCO ASA-5585-SEC-PL	JMX16367004	Data Center, Kolkata
	CISCO ASA-5585-SEC-PL	JMX1636700V	Data Center, Kolkata
Routers	CISCO 1941 -HSEC+/K9	FHK144773LP	Data Center, Kolkata
	CISCO 1941 -HSEC+/K9	FGL150422KM	Data Center, Kolkata

- 3.1. The vendor will need to troubleshoot and resolve problems fully with the support from OEM, and replace faulty items with back to back arrangement with OEM. The back-to-back OEM alignment document needs to be submitted within 15 days after the order is placed on the successful bidder.
- 3.2. A Service Level Agreement (SLA) will have to be signed by the selected vendor before starting the AMC.
- 3.3. Vendor should have 24x7 call center to log support calls.
- 3.4. To provide support for all Cisco equipments (as mentioned in the Asset List above), vendor has to ensure the availability of at least one technical support person at Balmer Lawrie(during a breakdown

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situation) with average experience of 2-3 years with Network expertise dedicated for the Cisco devices.

- 3.5. One project manager/lead has to be deployed for managing the issues and he/she will be the single point of contact (SPOC) for any communication from customer end. Project manager should have a graduate degree with more than 6-8 years of experience in managing similar kind of network and with a team leading capability to achieve the targeted SLA.
- 3.6. In case of failure of network devices, vendor will ensure that the network is made operational within the stipulated response & resolution time.
- 3.7. Vendor will have to maintain adequate spares to restore network service within the stipulated resolution time in the SLA.
- 3.8. Any configuration changes requested by the customer should be verified by the vendor and implemented only in accordance with the corporate IT security policy.
- 3.9. Vendor will have to maintain the network asset base of equipment covered under the AMC deployed.

4. SLA Terms

- Certain items in Asset List that are going End of Support as declared by the OEM during the contract period must be covered with best skilled support by the vendor post the End of Support dates declared by OEM. During this period, the vendor may not replace the devices, but configuration support would still be required. Vendor must provide a list of such items with OEM declaration of end of support along with the bid.
- Vendor will ensure the availability of professionally experienced team to provide the required on-site operation and maintenance on 8x5 NBD basis for hardware replacement and 24x7 basis for configuration support. Vendor will have to ensure the availability of necessary configuration support team on-call basis, including Saturdays, Sundays and all other holidays.
- Vendor will be responsible for coordinating with the OEM, raising RMA, Getting faulty part replaced with genuine parts supplied by OEM and complete resolution of the issue
- The call logging facility should be available 24x7. The Support team shall simulate problems and provide online assistance to BL.
- In case of a breakdown situation, well trained and certified engineer shall visit the specified office of BL to resolve the problem reported. The typical activities covered under onsite maintenance shall be problem diagnosis, resolution by restore/repair/replacement, user assistance, installation of updates, patches provided by the vendor on the system apart from the knowledge base for technical information relevant to the Cisco devices.
- Adequate redundancies have been made in the critical resources located at the core and distribution layer of the network. It is the responsibility of the vendor to check the health of the network devices on a monthly basis. In case any hardware fault is identified during the monthly check-up, faulty item

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needs to be replaced within five working days to bring back the original redundancies. Necessary standby shall be provided in case of emergency.

- Vendor has to ensure the SLA for hardware replacement is 8x5 NBD. For resolving configuration related calls the CTR (Call to Resolution) time should be 12 hours.
- Vendor should maintain a record of all faults reported and their response and resolution times, as well as resolution status. Vendor will circulate the call status (including closed calls) report performed by helpdesk on monthly basis to the respective stakeholders as defined by the customer. Vendor will also circulate the status of item replacement report of all defective Items on monthly basis.
- Vendor has to maintain a performance log of all critical network devices and alert the customer in advance if there is any irregularity.
- Vendor has to give free software patches and upgrades for network devices as released by the OEM to fix bugs/vulnerabilities in the IOS.
- Balmer Lawrie reserves the right to terminate the contract during the contract period in case the service is non-satisfactory or update the asset list if a particular asset becomes obsolete/ redundant. In such cases the SLA terms for the new asset list will be mutually agreed upon.

5. Penalty for Non-Compliance

If the SLA terms as mentioned above are not met by the vendor, then penalty will be imposed as follows:

- Hardware support: 0.5% of the basic order value per day of delay subject to a maximum of 3% of the order value.
- Configuration support: 0.5% of the basic order value per day of delay subject to a maximum of 5% of the order value.

Penalty will be deducted from the next payable yearly payment

6. Terms for Payment

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

Payment will be done by EFT mechanism only. All payments will be made in Indian Rupees

7. Evaluation Methodology

- a. Evaluation of commercial bid shall be on basis of commercial offer as well as Mandatory Qualification Criteria.
- 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

Balmer Lawrie & Co. Ltd.

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

8. Evaluation of Technical Bid

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

- a. 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
- b. It shall be ensured that the lowest bid / offer is justifiable looking to the prevailing market rates of the services required to be procured

ANNEXURE - 1

Bid form – Techno-Commercial Bid Submission for Service Provider for AMC charges of Checkpoint firewalls

Bidder's Ref. No. BL/IT/HO/NWAMC/PT/202021/0001 dated 22.04.2021

To

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 – 2

Performance Bank Guarantee

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

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

Address

Guarantee No.

A/c Messrs **(Name of Contractor)**

Date of Expiry

Limit to liability (**amount in INR**)

Contract No.

For **(Name of Facilities)**

Subject : Performance Bank Guarantee.

Date 201.

To

.....

.....

.....

[Name and Address of Employer]

Dear Sir,

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

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

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

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

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

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

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

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

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

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

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

Yours faithfully

Dated day of 201_

For

(Name of the Bank with office seal)

ANNEXURE - 3

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

Ref: BL/IT/HO/NWAMC/PT/202021/0001 dated: 22.04.2021

Price bid is to be submitted for AMC Services of Checkpoint Firewalls

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.

The Price bid has to be submitted online only in E-procurement price bid section. The Bid of a tenderer will be rejected if he/she submits a Hard copy of Price Bid.

Price Bid:

Sl. No.	Description of Equipment	Qty.	Support cost per Year per unit (Excluding taxes)	Support cost per year for total qty. (Excluding taxes)	Support cost for 3 years for total qty. (Excluding taxes)	Support cost for 3 years for total qty. (Including taxes)
1.	Core Switch CISCO WS-C6506-E	1				
2.	Access Switch CISCO WS-C3560X-48T-S	2				
3.	Access Switch CISCO WS-C2960S-24TS-L	5				
4.	Access Switch CISCO WS-C2960-24TC-L	1				
5.	Access Switch CISCO WS-C2960-8TC-L	1				
6.	Access Switch CISCO WS-C2960S-48TS-L	1				
7.	Firewall CISCO ASA-5585-SEC-PL	2				
8.	Router CISCO 1941 -SEC+/K9	2				

Taxes and other details:

Component	Value / % Tax	Remarks
CGST(%)		
SGST(%)		
IGST(%)		

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

- Prices for all Line Items are to be mandatorily filled by the bidder in Price Bid. The bid will be rejected in case the bidder doesn't quote for all Price Bid Line Items.
- Please enter the price correctly. After the Price Bid is submitted, no changes will be accommodated.
- Taxes to be shown separately in the format provided.
- The Commercials quoted in the eProcurement Platform will be valid till 30/05/2024.
- 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.

_____ [signature with office seal]

In the capacity of _____ [Designation]

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

Balmer Lawrie & Co. Ltd.

ANNEXURE - 4:

BID COMPLIANCE STATEMENT:

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

NAME OF WORK: Tender For Selection Of Service Provider For AMC Services Of Cisco Network Devices

TENDER ENQUIRY NO. BL/IT/HO/NWAMC/PT/202021/0001 dated: 22.04.2021

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 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 :

(Seal & Signature of Bidder)

ANNEXURE - 5 :**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

	Details of Bank Account:																			
01	Name & Address of the Bidder																			
02	Name & Address of the Bank																			
03	Name of the Branch																			
04	Branch Code																			
05	Account Number																			
06	Type of Account																			
07	Beneficiary's Name																			
08	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><td></td><td></td><td></td></tr></table>																		
09	e-Mail of the Bank																			
10	Telephone of the Bank																			
11	GST PID																			
12	SAC/HSN Code																			

(Seal & Signature of Bidder)**ANNEXURE - 6:**

Bidder's Profile

Reference no.: BL/IT/HO/NWAMC/PT/202021/0001

Dated: 22.04.2021

Check List

Sl. No	Enclosure / Document needed	Tick
1	Signed copy of tender document (all pages to be signed and stamped).	<input type="checkbox"/>
2	Bid form (techno-commercial bid submission letter – Annexure 1) – This should be signed by an authorized person holding Power of Attorney to act on behalf of the Bidder	<input type="checkbox"/>
3	Bid Security Declaration (Earnest Money Deposit)	<input type="checkbox"/>
4	Bank Details including copy of Cancelled Cheque	<input type="checkbox"/>
5	Bidder's Profile, Experience of similar projects, OEM Partnership certificate, CV of the project manager and indicative CVs of OEM certified engineers.	<input type="checkbox"/>
6	Certified / Audited Balance sheet and P&L statement of last three years in support of profitability, PAN Card, GST , PF Certificate (attached copy & certificate)	<input type="checkbox"/>
7	Declaration of not being Black listed by Govt. or PSU/PSE.	<input type="checkbox"/>
8	Response and proof pertaining to Mandatory Qualifying Criteria.	<input type="checkbox"/>
9	Contact person(s) name(s), telephone number, mobile number etc. and escalation matrix for the purpose of this RFP	<input type="checkbox"/>
10	Type of organization & year of incorporation / Registration. (attach certificate of registration / incorporation)	<input type="checkbox"/>

This list is not exhaustive. Bidder is advised to go through the tender document and submit necessary documents.