



BALMER LAWRIE & CO. LTD.

SBU: TRAVEL & VACATIONS

CIN-LI5492WB1924GOI004835

**Tender Document for
Engagement of Consultant for revamping of sales and marketing activities in
Gujarat & Rajasthan Region – Vacations Exotica**

TENDER NO: BL/T&V/MUM/009

Due Date: 10/12/2019 at 1200 Hours IST

INDEX

S. NO.	PARTICULARS	PAGE NO.
1	Introduction	3
2	Chapter 1 - Notice Inviting Tender	4
3	Chapter 2 - Pre-Qualification	7
4	Chapter 3 - General Instructions to Tenderers for E-Tendering	8
5	Chapter 4 - Scope of Work	11
6	Chapter 5 - Procedure for Submission of Bids	12
7	Chapter 6 - Technical Eligibility Criteria and evaluation of bid	13
8	Chapter 7 - General Terms and Conditions	16
9	Chapter 8 - Commercial Bid Format	29
10	Annexure 1 - Code of Conduct for Balmer Lawrie & Co . Suppliers	30
11	Annexure 2 - Non - Disclosure Agreement	32

INTRODUCTION

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India along with its six joint ventures in India & 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 and Specialty Lubricants, Corporate Travel and Logistic Services. It also has significant presence in most other business. It operates, viz, Performance Chemical, Logistic Infrastructures etc.

Balmer Lawrie with brand “Vacations Exotica” is in the business of providing integrated travel and holiday solutions covering a wide range of services that primarily includes International and Domestic leisure holidays and booking of standalone services such as Air & Rail Tickets, Car & Coach, Hotels, Cruise, Sightseeing, Processing of Visas, arranging Travel Insurance etc. Besides retail customers, the vertical also caters to Corporates (MNCs, Private and Public Ltd. Organizations) of high repute, PSUs and various other Govt. departments for their comprehensive business travel requirements and end to end MICE (Meetings, Incentives, Conferences and Exhibitions) movements. The Brand has offices spread across Mumbai, Delhi, Kolkata, Chennai, Bangalore, Hyderabad, Ahmedabad, Bhubaneswar and more than hundred touch points in India.

CHAPTER 1
NOTICE INVITING TENDER

On line bids in two bid system are invited from the reputed and experienced eligible bidders who fulfil the eligibility criteria mentioned elsewhere in the tender document for undertaking the contract for *Engagement of Consultant for revamping of sales and marketing activities in Rajasthan & Gujarat Region* for a total contract period of 3 years with effect from the date of issuance of our Letter of Intent(LOI)/Work Order(WO).

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The tender has to be submitted online.

The scanned copies of other required documents in support of their credentials are to be uploaded along with the tender documents through the appropriate link.

S. No	Description	Details
1	Name of Work	Engagement of Consultant for revamping of sales and marketing activities in Gujarat & Rajasthan Region – Vacations Exotica
2	Tender No	BL/T&V-MUM/009
3	Validity of Offer	120 days from the last date of submission of bid
4	Contract Period	Three years
5	Earnest Money Deposit (EMD)	Rs 30000/-
6	Downloading / Submission of Tender :	
	a. Starts on	21/11/2019 at 5.00PM
	b. Closes on	10/12/2019 at 3.00 PM
7	Opening of Technical Bid	10/12/2019 at 3.30 PM
8	Presentation to committee	TBA
9	Opening of Financial Bid	TBA
10	Cost of Bid Document	NIL

1. LIST OF DOCUMENTS TO BE UPLOADED

The scanned copies of following documents should also be uploaded at appropriate link in our e tendering system as part of the technical/commercial bid submission:

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company or firm for bidders other than sole proprietor and professional/s applying in individual capacity
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/certified copy of partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm. Aadhaar Card in case of professional/s applying in individual capacity
- c. Income Tax PAN certificate copy
- d. GST Registration certificate copy if applicable
- e. Experience in Travel & Tours Industry for a minimum period of *20 years as on 31.03.2019* (*Upload experience certificates of the Person to be deployed at BL*).

In the case of bulky/voluminous documents, hard copies of the same should be submitted at our office.

2. VERIFICATION OF DOCUMENTS

- a. Tenderers or their authorized representative will be required to come to our office positively as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards their qualification.
- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be Black Listed, EMD could be forfeited, work could be cancelled, criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

3. EARNEST MONEY DEPOSIT (EMD)

- a) Interested parties have to submit an interest free **EMD of Rs. 30000/- (Rupees Thirty Thousand only)** by Demand Draft/Pay Order at our address mentioned below. The DD/PO for EMD should be drawn in favor of **BALMER LAWRIE & CO LTD** on any Schedule Bank, payable at [Mumbai]. Earnest Money Deposit can also be made directly to our Standard Chartered Bank (**Account**

Balmer Lawrie & Co. Ltd. SBU: Travel & Vacations, [Mumbai]
Tender No: BL/T&V/MUM/XXX

Name: Balmer Lawrie & Co Ltd., Account No 33105176488, NEFT Code - IFSC SCBL0036008)
through electronic transfer and proof of transfer of funds deposited with us. Bids received without EMD shall be summarily rejected.

- b) MSME/SSI units with valid registration with National Small Industries Corporation Limited having UAN number (NSIC / MSME), for the subject tender are exempted from payment of the Earnest Money deposit.

NOTE: - Bidder having NSIC/MSME Registration needs to attach copy of valid Certificate applicable for the tendered item. If such bidders are registered as belonging to Scheduled Caste / Scheduled Tribe, the valid certificates for the same also need to be attached

The earnest money of unsuccessful bidders shall be refunded without interest after issue of Letter of Award to the successful bidder or signing of contract whichever is earlier.

The Earnest Money Deposit of Rs. 30000/- of the successful bidders will be converted into Non-interest-bearing Security Deposit (SD) and shall be retained as Security Deposit till completion of contract period. In the event of non-performance of the contract, the security deposit will be forfeited, and the contractor will be blacklisted for future tenderers. EMD of unsuccessful bidders will be returned after finalization of the contract.

CHAPTER 2

PRE-QUALIFICATION

a	The overall experience of 20 Years in Travel and Tours Industry as on 31.03.2019 for person to be deputed by bidder at BL. Individual professionals willing to take assignment as full time Consultant and having relevant experience as employee in any Travel & Tours Companies are also eligible to bid.	Self-Certified Copies of letter of experience
b	The Bidder / Organization / Agency should not be a blacklisted entity	Self-Certification

Note: Kindly upload the relevant documents in the C1 India eproc portal.

CHAPTER 3

General Instructions to Tenderers for E-Tendering

Balmer Lawrie & Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

1. Procedure to submit On-line Bids

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link "Bidding Manual".

1.1 Registration with e-procurement platform

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which is available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

HELPPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT

All the Bidders 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.

Pre-Requisites before Login to System (Software requirements.)

a. Minimum System Requirements:

- Pentium III or Later Processor
- Minimum of 128 MB of RAM
- Minimum 1 USB port (If Certificate is in USB Token)
- DSC Dongle driver should be installed before logging in
- Reliable Internet Connectivity
- Certificate with full chain

Balmer Lawrie & Co. Ltd. SBU: Travel & Vacations, [Mumbai]
Tender No: BL/T&V/MUM/XXX

- Certificate should not be expired it should be valid certificate

b. Operating System:

- Windows 2000 Professional
- Windows XP

c. Browser Version:

- Internet Explorer Versions 6.0 SP2 and above

d. Java Component:

- Go to Control panel>Add/Remove Programs>
- Check whether Java Runtime Environment is installed on your machine or not.

2. Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate (Class II) 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. They may contact Help Desk of C1 India Pvt. Ltd.

3. Filling of Tender Documents

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that need to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.
- 3.5. The bidder has to take print out of price bid schedule, fill the relevant details and upload the same in PDF Format after putting stamp and sign.

4. 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. Tender Inviting Authority and C1 India Pvt. Ltd. will not be 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.

5. **Submission of Hard copies: After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before the due date at our office.** The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.
6. **Disclaimer Clause:** 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.
7. The hardcopies should reach the office in c/of Ms. Ruchika Sharma , Manager - Special Projects, Balmer Lawrie & Co Ltd , 4th Floor, 5, J.N Heredia Marg, Ballard Estate, Mumbai 400001, Mob – +91 9594377625, email sharma.r@balmerlawrie.com on or before the due date (10th Dec 2019 , 1200 hrs.) of submission of tender.

Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- No Printed or posted Bids / offers shall be accepted.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.

- Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

CHAPTER 4

SCOPE OF WORK

Work covered in this tender document shall generally be as detailed herein below. However, consultant shall be responsible to complete the work in all respects which may not be explicitly covered below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from consultant’s scope.

The list is illustrative and not exhaustive, and the contractor will be responsible for the revamp of Gujarat and Rajasthan region Sales and marketing activities as instructed by the Company officials.

1. The consultant shall be responsible for Revamping of Gujarat & Rajasthan Region including but not limited to Sales, Operations, marketing activities, development/maintaining Channel partners and complete responsibility of the branches in this region
2. Creating strategies/road map in revamping Gujarat and Rajasthan region in consultation with Business Vertical
3. Responsibility of setting up new offices/outlets to expand the network by setting up channel partners in Gujarat and Rajasthan region
4. Providing detail inputs on Product information for the region. Also responsible for developing niche products/service solution for the Gujarat and Rajasthan region
5. Responsible for revenue and contribution of the business in Gujarat and Rajasthan for entire FIT/GIT/Indian Holidays/MICE/Ad-hoc groups etc.
6. Responsible for monitoring the market trends, customer behaviour, competition and develop solution in consultation with BL management
7. Responsible for regional based marketing activities in terms of Advertisements, promotional activities, outdoor road shows, Corporate road shows etc.
8. Responsible for day-to-day activities and provide various MIS reports to BU Office
9. Oversee the recruitment, selection and retention of staff to achieve business goals for the region
10. Training and motivating the sales team to hit and exceed their targets and ensure region’s profitability
11. Deal with disciplinary matters and customer complaints.

CHAPTER 5

Procedure for submission of bids

1. It is proposed to have a two-bid system for this bid

- Pre-Qualification & Technical Bid
- Commercial Bid

2. Pre- Qualification & Technical Bid

The requisite documents in support of chapter 2 and 6 has to be submitted only in E-proc platform. After submitting the documents online, in a sealed cover, the EMD/ Security Deposit should be placed in a single sealed envelope super- scribing “Tender No BL/T&V/ MUM/009/ for Engagement of Consultant for revamping of sales and marketing activities in Gujarat & Rajasthan Region – Vacations Exotica”

3. Commercial Bid

Commercial Bid has to be submitted online, in e-proc platform.

Note: The entire bid is to have digital signature of the person having Power of Attorney/Power of Authority to sign on behalf of the Bidder.

CHAPTER 6

Technical Eligibility Criteria

6.1 The bids of any Tenderer may be rejected if a conflict of interest between the bidder and the Company is detected at any stage"

6.2. Technical Eligibility Criteria for the Bidder

- i. The Bidder should not have been blacklisted by any Central Government / Public Sector Undertaking as on the date of bid submission. Copy of undertaking signed by authorized signatory should be submitted with the financial bid.
- ii. The overall experience of 20 Years in Travel and Tours Industry as on 31.03.2019 for person to be deputed at BL. Individual professionals willing to take assignment as full time Consultant and having relevant experience as employee in any Travel & Tours Companies are also eligible to bid.
- iii. The overall experience as mentioned in point ii above should comprise of handling Retail sales, Channel sales and MICE
- iv. The overall experience as mentioned in point ii above should comprise of handling independent branch/region
- v. The overall experience as mentioned in point ii above should comprise of leading team size of more than 15 personnel

6.3. Evaluation of Proposals

(a) Evaluation of Pre- qualification Proposal

The Evaluation Committee intends to evaluate the Technical Proposals based on technical eligibility criteria mentioned in para 6.1 and 6.2 above,

(b)Evaluation – Presentation of Proposal

Bidders shall make a detailed presentation to the Techno-Commercial Evaluation Committee in a Power Point Format (PPT) (duration of presentation is 30 minutes) for evaluation purposes. This presentation shall be made by eligible Bidders only at Balmer Lawrie & Co Ltd, 4th Floor, 5 J.N Heredia Marg, Ballard Estate, Mumbai 400 001. Presentation date shall be notified.

6.4 Evaluation Criteria for presentation

Sr. No	Bid Components	Technical Proposal Marks
1	Presentation of Proposal to evaluation committee	60
A	Overall Implementation methodology for achieving goals and scope	10
B	Methodology for performing business design	10
C	Roadmap for Business growth strategy	10
D	Understanding and knowledge on Products	10
E	Future plans for revamping channel partners	10
F	Innovation and features beyond proposed requirements	10

The Evaluation Committee shall evaluate and rank presentation on the basis of the Proposal's responsiveness to the scope using the evaluation criteria and score system specified above. Bidder has to score minimum **48 marks** to get qualified for Techno-Commercial Evaluation Committee.

Note: The resource allotted by successful Bidder shall only be engaged / working / consulting Vacations Exotica, Balmer Lawrie & Co Ltd on full time basis during the contract period and shall not take up any other work / assignment / work engagement.

6.5 Financial Eligibility Criteria

6.5.1 Evaluation of Financial Proposals

Financial Proposals of the qualified Bidders as evaluated according to the above-mentioned evaluation criteria shall be opened by the Techno-Commercial Evaluation Committee.

In the event of the verification revealing that a Bidder does not have the capability to meet the requirements as the specifications provided in this document, Balmer Lawrie may at its discretion reject the bid.

6.5.2 Financial Evaluation

After evaluating the technical bids, Balmer Lawrie shall notify the bidders whose technical bids are qualified as per the technical evaluation criteria. The Commercial bids will be opened on the e-proc platform and the date and time of the opening would be informed well in advanced to the respective qualified bidders. The resultant contract shall be awarded to the bidder with lowest Commercial quote as shall be adjudged by the representatives of Balmer Lawrie. The decision of Balmer Lawrie in this regard shall be final and binding.

6.5.3 Exerting Undue Influence

Bidder shall not contact Balmer Lawrie on any matter relating to this bid, from the time of the submission of Commercial Bid to the time the contract is awarded. Any effort by a Bidder to influence BL's bid evaluation, bid comparison or contract award decision may result in the rejection of the bid.

CHAPTER 7

General Terms and Conditions

1. Tender Opening

[A] Unpriced [Technical-Commercial] Bid Opening

Technical / Commercial Bids will be opened online as per the Tender Calendar.

[B] Price Bid Opening

After opening and processing of the Technical / Commercial Bids, the date of opening of the PRICE BIDS will be intimated individually to the bidders who are found techno-commercially qualified.

2. Acceptance of offers

2.1 The rates are to be quoted in the prescribed format [**as specified Price Bid**] for monthly retainership fees.

2.2 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.

2.3 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.

2.4 Balmer Lawrie would like to place order for Engagement of Consultant as mentioned in the Price bid to a single contractor. The overall L1 status will be determined by looking at the total value quoted in the Price Bid.

2.5 Balmer Lawrie is not bound to accept the lowest rate for any tender. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.

2.6 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

3. Negotiations

3.1. Balmer Lawrie reserves the right to negotiate with the L1 Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.

3.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated whichever is earlier. If the Tenderer fails to comply

with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion and proceed to finalise the tender.

4. Price Variation

4.1 The price should be firm and irrevocable and not subject to any change whatsoever till the validity of the contract period without any escalation.

4.2 The quoted rates shall be kept valid for acceptance for a period of minimum 120 days from the last date of submission of bid.

5. Notification of Award

Prior to the expiration of the period of Bid validity, BL will place purchase/work order or letter of intent (LOI) on the successful bidder(s).

6. Trial Period & Period of Contract

The Total Period of Contract will be for 36 months with effect from the date of place of LOI or issuance of Letter of Intent/Work Order or as mutually agreed date. However, the contract will be on trial basis initially for a period of 12 (Twelve) months with effect from the day of commencement of work. On satisfactory performance during the trial period of 12 months, the Company at its option will extend the period of contract for balance period of 24 months as per the rate, terms and conditions mentioned in this Tender by issuing a confirmatory letter to this effect. The Company reserves the right to foreclose the contract prior to expiry date of contract if the business scenario at the prevailing time so demands.

7. Successful bidder should allocate one full time resource whose experience certificates are shown for executing scope of work as per chapter 4 above at BL's Office at Gujarat / Rajasthan or any other office as advised by BL. BL shall provide office and other infrastructure like laptop, e-mail id etc. essential to execute the scope of work. Bidder shall be responsible to maintain the same for official purpose only and shall return/handover the same on completion/termination of contract.

8. Working Hours / Weekly Offs for the full-time resource deputed at BL-

Subject	Start	End
Working Hours	9:30 am	6:00 pm
Work Days	5 Days Per Week (Mon – Fri) + Any Two Saturdays in a Month	

- 9 Yearly Leaves for the full-time resource deputed at BL - 30 Days leave per year excluding Sundays and Non-Working Saturdays in a year. However, resource deputed at BL shall not avail 15 days leave in single month out of total annual leave of 30 days. In case leave is more than 15 days in single month, agency/consultant should provide substitute for smooth working. In case substitute is not provided for the leave more than 15 days in any single month, prorated deduction from monthly bill shall be made. Deduction formula is given below:**

$$\text{Deduction amount on prorated} = \left(\frac{A}{B} \right) * C$$

Where:

“A” denotes monthly retainership fees

“B” denotes 30 days

“C” denotes total number of absent days exceeding authorised leave and connecting Saturdays/Sundays/Holidays

- 10. Public Holidays -** Holidays shall be linked to the place of posting and will be as published annually by the Regional HR.

- 11.** The resource allotted by successful Bidder shall only be engaged / working / consulting Vacations Exotica, Balmer Lawrie & Co Ltd during the contract period and shall not take up any other work / assignment / work engagement.

12. Payment Terms -

- The payment of retainership fees will be made within 7 days, against invoices submitted on monthly basis duly approved by a Balmer Lawrie official. The payments for out of pocket expenses will be made within 7 days, against invoice duly supported with actual payment evidence and approval from competent authority
- No Advance payment shall be made by Balmer Lawrie
- The billing would start from the date of commencement of work as per this PO /LOI. The monthly billing would be done on the basis of the working days and hours mentioned in point 8 & 9 above in a month

- While making payments, taxes as applicable will be deducted. TDS certificates for the same will be made available by Balmer Lawrie.
- Payment would be made through Electronic Fund Transfer (EFT). Hence, please ensure that a bank detail submitted by you is correct or submit the latest bank details in the format available with us.

12. Taxes and Duties

Bidder shall pay any and all taxes which are payable in relation to the performance of the Contract. Bidder shall comply with all applicable statutory rules and regulations

13. EMD / Security Deposit

While submission of bid online, the bidders are requested to submit the EMD in form of pay order/Demand Draft, to the Tender Inviting Authority before the due date at our Ballard Estate Office. Earnest Money Deposit can also be made directly to our Standard Chartered Bank (Account No 33105176488, NEFT Code - IFSC SCBL0036008) through electronic transfer and proof of transfer of funds deposited with us. The Earnest Money Deposit of Rs. 30000/- of the successful bidders will be converted into Non-interest-bearing Security Deposit (SD) and shall be retained as Security Deposit till completion of contract period. In the event of non-performance of the contract, the security deposit will be forfeited, and the contractor will be blacklisted for future tenderers. EMD of unsuccessful bidders will be returned after finalization of the contract.

L1 MSME vendor has to be submit the Rs. 30000/- as security deposit as EMD is exempted for MSME members having valid UAN number.

14. Escalation of retainership fees:

There is no escalation of retainership fees for initial period of 12 months from the date of LOI/PO. Every year performance of bidder would be assessed by the BL for previous year. Based on performance and achieving sales target of Rajasthan and Gujarat Region escalation shall be applicable in monthly retainership fees as per slabs given below:

On Successful Completion of First 12 Months	10% increase on monthly Fees in case sale for previous year (from the date of engagement) is more than Rs. 20 Crores for the Gujarat and Rajasthan region
---	---

	<p>5% increase on monthly Fees in case sale for previous year (from the date of engagement) is between Rs.10 to 20 Crores for the Gujarat and Rajasthan region</p> <p>“Nil” increase on monthly Fees in case sale for previous year (from the date of engagement) is less than Rs.10 Crores for the Gujarat and Rajasthan region</p>
On Successful Completion of 24 Months	<p>Further 10% increase on monthly Fees in case incremental sales over previous year by more than 15% for the Gujarat and Rajasthan region</p> <p>5% increase on monthly Fees in case incremental sales over previous year by 10% to 15% for the Gujarat and Rajasthan region</p> <p>“Nil” increase on monthly Fees in case sales over previous year by less than 10% for the region Gujarat and Rajasthan</p>

Note : Sales for escalation clause shall be gross sale and same shall be based on travel date within the reporting period from the date of appointment

15. Other Contractual Stipulations

- **NDA Clause:** The successful bidder has to sign the 'Non-Disclosure Agreement (NDA)' on Rs. 100/- stamp paper (Non-Judicial) from their competent authority as a compliance for the 'Non-

Disclosure Agreement' in line with BL's Security Policy (The NDA copy is placed as Annexure 2).
Purchase orders will not be placed without entering into above NDA.

16. Sub-letting of Work

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contract.

17. Force Majeure Clause:

- 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.
- If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the contractor to Balmer Lawrie within 14 days from the date of occurrence thereof.
- The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against Balmer Lawrie in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of contractor as to whether the deliveries have been so resumed or not shall be final and conclusive.
- Force Majeure conditions will apply on both sides.

18. Indemnity

The Bidder will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands proceedings damages, cost charges and expenses whatsoever. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the vendor shall solely be liable for the disposal of the said complaint.

The Bidder will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labor [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

19. Publicity

Any publicity by the Bidder in which the name of BL is to be used, should be done only with the explicit written permission from BL.

20. Addition/alteration of Tender Document

The Company reserves the right to add/alter terms and conditions of tender documents including cancellation of the tender at any time without assigning any reason whatsoever. The Company also reserves the right to accept/reject a tender without assigning any reasons.

21. Termination

The contract can be terminated by either party by giving 3 clear months' notice in writing. However, in case of serious breach of contract by the Contractor the Company reserves the right to terminate the contract without notice.

22. Confidentiality

Bidder understands and agrees that all materials and information marked and identified by BL as 'Confidential' are valuable assets of BL and are to be considered BL's proprietary information and

property. Bidder will treat all confidential materials and information provided by BL with the highest degree of care and necessary to ensure that unauthorized disclosure does not occur. Bidder will not use or disclose any materials or information provided by BL without BL's prior written approval.

Bidder shall not be liable for disclosure or use of any materials or information provided by BL or developed by Bidder which is:

- Possessed by Bidder prior to receipt from BL, other than through prior disclosure by BL, as documented by Bidder's written records
- published or available to the general public otherwise than through a breach of Confidentiality; or
- obtained by Bidder from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to BL; or
- Developed independently by the bidder.

In the event that Bidder is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Bidder shall promptly notify BL and allow BL a reasonable time to oppose such process before making disclosure.

Bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause BL irreparable harm, may leave BL with no adequate remedy at law and BL is entitled to seek to injunctive relief. Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this RFP.

23. Information Ownership

All the information related to BL and its customers / channel Partners belongs to BL. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

24. Applicable Law

The Contract shall be interpreted in accordance with the Indian Laws for the time being in force and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).

25. Re-imbusement of out of packet expenses for official work: Bidder shall raise the invoice on Balmer Lawrie mentioning details of out of pocket expenses along with original supporting bills/documents/approvals. Out of pocket expenses shall be re-immersed on actual expenses subject to following ceilings:

- a. **Mobile Reimbursement** - Maximum up to Rs 1500/- Per Month subject to submission of actual phone bill.
- b. **Data Card re-imbusement-** Maximum up to Rs 492 + Taxes Per Month subject to submission of actual bill. The Data Card Instrument shall not be provided by Vacations Exotica, Balmer Lawrie & Co Ltd.
- c. **Local Conveyance re-imbusement** – Taxi at Actuals, in case of any local travel for work other than coming to Office Premise mentioned from Home Address (both mentioned in PO / LOI or any other subsequent communication).
- d. **Travel Re-imbusement on Tour** - Prior approval through Head (Sales) from Head (Vacations) to be obtained.
 - i. **Transport Re-imbusement** – Mode of Travel shall be Air and conveyance shall be given on producing Taxi Bills at actuals.
 - ii. **Hotel Re-imbusement** – Actual subject to maximum of following ceilings:

A Class City	B Class City	C & Other Cities
5000	4000	3000

Note:

[a] Where ever possible, stay would be given in Guest Houses of the Company

[b] Travel Expenditure statements and reimbursements shall be approved by Head (Vacations) on recommendation of Head (Sales) duly supported with prior approval of Tour

iii. **Daily Allowance Re-imbusement -**

X Class	Other Cities
940	900

Note:

- a. In case sponsored for residential Training Programme at outstation or locally will be entitled to TA as per entitlement on tour. OA will however be governed as under:

a) Where free boarding and lodging facilities are provided	25% of the daily allowance at the location of Training
b) Where either free boarding and lodging is provided	50% of the daily allowance admissible at the location of training

- b. Daily allowance will be payable for the day of departure, for the day of return and for each day in between, subject to the arrival time of plane/ train/ bus, etc. on the day of return after 12 noon.

26. Deduction

Payments shall be subject to deductions (subject to TDS) of any amount, for which the Bidder is liable under the agreement against this RFP.

27. Risk and Cost

Any failure on the part bidders, may warrant company (BL), to arrange contracted services under this tender from other service provider which will be at bidders "risk and cost" and the additional amount to be incurred by BL, will be recovered from bidder's payment due. Such arrangement will be done at the discretion of BL, as and when BL feels necessary. BL decision would be final in such cases.

28. Arbitration

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the Arbitrator, if any, shall be shared equally by both the parties.

29. Resolution of disputes

BL and the Bidder shall make every effort to resolve amicably, by direct informal discussions between the respective Project Managers of BL and the Bidder, any disagreement or dispute arising between them under or in connection with the Contract. If BL's Project Manager and the Bidder's Project Manager are unable to resolve the dispute they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and BL respectively.

If after thirty days from the commencement of such discussions between the senior authorized personnel designated by the Bidder and BL, BL and the Bidder have been unable to resolve amicably a Contract dispute; either party may require that the dispute be referred for resolution through formal arbitration. All questions, claims, disputes or differences arising under and out of, or in connection with the Contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the Contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with each side to the dispute being entitled to engage one arbitrator.

The two arbitrators engaged by the parties shall engage a third arbitrator who shall act as the presiding arbitrator. The venue of the arbitration shall be Mumbai / Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Mumbai / Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides

30. Rights reserved by BL

- Company reserves the right to accept or reject any or all Bids without assigning any reasons.
- Company reserves the right to verify the validity of information given by the Bidders. If at any future point of time, it is found that the Bidder had made a statement, which is factually incorrect,

Balmer Lawrie & Co. Ltd. SBU: Travel & Vacations, [Mumbai]

Tender No: BL/T&V/MUM/XXX

BL will reserve the right to debar the Bidder from bidding prospectively for a period to be decided by BL and take any other action as maybe deemed necessary.

- BL reserves the right to issue a fresh RFP for engagement of consultant at any time during the validity of the Contract period with the selected Bidder.

Balmer Lawrie & Co. Ltd. SBU: Travel & Vacations, [Mumbai]
Tender No: BL/T&V/MUM/XXX

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No **BL/T&V-MUM/009 dated 21/11/2019** and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

PARTICULARS OF THE TENDERER'S ORGANISATION

S. No	Description	Tenderers Details
1	Name of the Bidder	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co.	
6	Registration No. (Under companies Act)	
7	Whether copy of Incorporation /Registration certificate from ROC (Registrar of company) or Aadhaar I-Card uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN uploaded	
10	Whether copy of latest Income Tax Return uploaded	
11	GST Registration. No.	
12	Whether copy of GST Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registration under MSMED Act	
15	Incase registered MSME, please provide following a. Registration Number & Copy for the same b. Whether owner belong to SC/ST category (Kindly give the details) c. UAN number to be quoted	

CHAPTER 8

COMMERCIAL PRICE BID FORMAT

Price Bid for Consultant for revamping of sales and marketing activities in Gujarat & Rajasthan Region – Vacations Exotica, Balmer Lawrie & Co Ltd:

	Rate/units	Amount in INR per month
Retainership Fees Per Month (without escalation clause and taxes)	Per Month	
Retainership Fees Per Month (without taxes) in words: (Rupees _____ _____ only)		

Statutory taxes/GST as applicable, if any, shall be paid extra. Bidder shall raise Tax-Invoice for retainership fees every month specifying retainership fees and applicable GST and shall ensure deposit of GST with appropriate authorities within prescribed time limits and shall file due returns and provide BL evidence of such deposit.

The rate is inclusive and covers all costs including PF, ESI, other staff amenities, hardware, software, other infrastructure costs, office overheads, establishment expenses, supervision, management costs etc.

Any discrepancy on the above, cost will be deducted on the pro rata basis.

Annexure 1

Code of Conduct for Balmer Lawrie & Co. Suppliers

This Code of Conduct defines the basic requirements placed on Balmer Lawrie & Co.'s suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. Balmer Lawrie & Co. reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Balmer Lawrie & Co. Compliance Program. In such event Balmer Lawrie & Co. expects the supplier to accept such reasonable changes.

1. The supplier declares herewith: Legal compliance

- To comply with the laws of the applicable legal system(s).

2. Prohibition of corruption and bribery

- To tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

3. Respect for the basic human rights of employees

- To promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
- To respect the personal dignity, privacy and rights of each individual;
- To refuse to employ or make anyone work against his will;
- To refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
- to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- To provide fair remuneration and to guarantee the applicable national statutory minimum wage.
- To comply with the maximum number of working hours laid down in the applicable laws;
- To recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.

4. Prohibition of child labor

- To employ no workers under the age of 18;

5. Health and safety of employees

- To take responsibility for the health and safety of its employees;
- To control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases
- To provide training and ensure that employees are educated in health and safety issues
- To set up or use a reasonable occupational health & safety management system.

6. Environmental protection

- To act in accordance with the applicable statutory and international standards regarding environmental protection;
- To minimize environmental pollution and make continuous improvements in environmental protection;
- To set up or use a reasonable environmental management system;

7. Supply chain

- To use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
- To comply with the principles of non-discrimination with regard to supplier selection and treatment.

Signature and Seal of Tenderer

Annexure 2

Non-Disclosure Agreement

With respect to CONFIDENTIAL INFORMATION furnished by the parties to each other, the parties agree as follows:

1. That Confidential Information is received by each party for purposes of carrying on its activities. Confidential Information is defined as meaning information of BL or the Consultant identified as or relating to its activities, data made available or accessible, data generated during operations, business strategies, business arrangements, computer and network operations, functions and systems architecture which may be disclosed in oral, written, graphic, machine-recognizable, and/ or sample form, inclusive but not limited to any statistical data, MIS reports, client confidential information of BL. In the event of confidential information shared orally, the disclosing party will confirm, in writing within thirty (30) days after such oral disclosure. Each party shall limit dissemination of Confidential Information to only those people or employees of the Vendor, demonstrating and requiring a need to know.
2. That up to a period of 1 year after the date of termination of this Agreement, each party shall (a) restrict dissemination of Confidential Information to only those employees who must be directly involved in evaluation of the Confidential Information (b) use the same degree of care as for its own information of like importance and take reasonable care, in safeguarding against disclosure of Confidential Information.
3. That each party shall not copy, transmit or otherwise communicate the CONFIDENTIAL INFORMATION, in any form to anyone not having a need to know, without the prior written approval of the other party.
4. At the disclosing party's request or upon termination of the Contract [or if the proposed transaction is not consummated], the receiving party will within 30 days of receipt of such notification:

- a) Return to the disclosing party all copies of the Confidential Information in its possession [or in the possession of its representatives/ agents/ employees], [whether in written form, electronically stored or otherwise] provided by the disclosing party;
 - b) Destroy all copies of those portions of any documents containing any Confidential Information, and
 - c) If so requested by the disclosing party, deliver to the disclosing party a certificate executed by one of its duly authorized officers confirming compliance with the return or destruction obligation.
5. The Consultant shall maintain full confidentiality of the data obtained while answering queries/ complaints of BL's customers. Under no circumstances the Consultant shall divulge/ reveal/ share such data with any third party without the prior written permission. Consultant shall execute appropriate confidentiality agreements with their employees to maintain confidentiality of such data. Such data collected, if any shall be the property of BL and shall be handed over to BL on expiry of the contract or when asked for during the currency of the contract. The facility should have appropriate electronic access control systems to ensure only authorized personnel have access.
6. That nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressly or implied, or otherwise for any patents, copyrights, trademarks, know-how or other proprietary rights of either party acquired prior to or after the date of this Agreement.
7. That during the term of this Agreement and notwithstanding the other provisions of this Agreement, nothing received by Consultant shall be construed as CONFIDENTIAL INFORMATION which is now available to the public or is disclosed pursuant to the lawful requirement of a Government Agency disclosure is permitted by operation of law, provided that the Vendor before making the disclosure has given prior notice to BL and has made a reasonable attempt to obtain a protective order limiting disclosure and use of the information so disclosed.

- 8. A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

- 9. This Agreement shall be governed by and construed in accordance with the laws of India.

- 10. It is understood that this Agreement does not obligate either of the Parties to enter into further or continued discussions and assumes no commitment, financial or otherwise.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and to become effective as of the date first written above.

AGREED:

Balmer Lawrie & Co Ltd

XXXXXXXXXXXXXXXX(Bidder)

By: _____

By:

(Authorized Signature)

(Authorized Signature)

Title: _____

Title: _____

Date: _____

Date: _____