



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

NOTICE INVITING TENDER FOR IMPLEMENTATION OF DIGITAL SIGNATURE
SOLUTION AND EMPLOYEE TRAVEL MANAGEMENT IN SAP

BL/IT/HO/APP/PT/201920/0008 dated 17.01.2020

Contact Person	Ms. Ritu Mittal
Designation	Sr. Manager [IT]
Address	4th Floor 21, Netaji Subhash Road, Balmer Lawrie & Co. Ltd Kolkata - 700001
Email ID	mittal.r@balmerlawrie.com
Website	https://balmerlawrie.eproc.in www.balmerlawrie.com
Last date and time for submission of Tender	07.02.2020 at 13:00 HRS

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Disclaimer

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

Notice Inviting Tender (NIT)

To,

M/s _____

Dear Sir/Madam,

Balmer Lawrie wishes to invite tenders for SAP Compliant Digital Signature Solution And Travel Management Solution Implementation. Details of the applications are mentioned in the Tender Document.

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 I
2. General Instruction to bidders – Section II
3. General Terms and Conditions-Section III
4. Mandatory Qualifications for bidders – Section IV
5. Technical Requirement (Background, Scope, Functional Requirement & Deliverables) – Section V
6. All Annexures & Price Bid Format – Section VI

The bidders are advised to submit their most competitive offers complete in all respect.

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 Price Bid.

Technical Bid is to be submitted in Hard Copy to Ms. Ritu Mittal, Sr. Manager [IT], 4th Floor, 21, Netaji Subhash Road, Balmer Lawrie & Co. Ltd, Kolkata - 700001.

EMD is to be paid online as per Annexure –XI in this tender document. Cheque and any other form of payment is not acceptable towards EMD. EMD will be refunded online to unsuccessful bidders after finalization of tender. For accepted bidders, EMD of successful bidder can be adjusted towards Security Deposit against the Contract/Purchase order placed on them. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

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

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

- behalf of the Bidder.
- ii. Signed hard copy of RFQ document duly filled (all pages to be signed and stamped)
 - iii. All Forms and Annexure attached duly filled and signed and stamped.
 - iv. Power of Attorney or other proof of authority (or a copy duly attested by a Gazetted Officer) of the person who has signed the tender.
 - v. Any other documents required in terms of this tender.

Price Bid Submission

Price Bid 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
CH.Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	Monday - Saturday
Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-022-66865608	Monday - Friday
Helpdesk Suppc (Kolkata)	-	+91-022-6865608	Monday - Saturday

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

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

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

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

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

the system and are not available for the Tender Inviting Authority for consideration.

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

Successful bidder shall be responsible for completion of the contract in all respect. Balmer Lawrie reserves the right to accept or reject any tender or part of tender or to reject all tenders without assigning any reasons thereof.

This is merely a request for quotation and carries no commitment / obligation to award the contract. RFQ does not obligate BL to pay any costs incurred by respondents in the preparation and submission of the proposal. Furthermore, the RFQ does not obligate BL to accept or contract for any expressed or implied services. Queries/Clarifications should be addressed by email to mittal.r@balmerlawrie.com

Please acknowledge receipt and confirm your participation in this tender.

Thanking you,
Balmer Lawrie & Co. Ltd

Tender Schedule

Sl. No.	Particulars	Description
1.	Tender reference number	BL/IT/HO/APP/PT/201920/0008 dated 17.01.2020
2.	Earnest Money Deposit	Rs. 50,000/- (Rs Fifty Thousand) (Registered micro and small enterprises shall be exempted from need to furnish EMD, subject to their submission of their registration details) (EMD to be submitted Online)
3.	Date of Publishing of Tender document on the website	17.01.2020 at 13:00 HRS
4.	Last date and time of receiving applicant's clarifications in writing	24.01.2020 at 15:00 HRS
5.	Pre-Bid date	28.01.2020 at 12:00 HRS
6.	Last date and time for submission of Tender	07.02.2020 at 13:00 HRS
7.	Date and time of Technical Bid Opening	10.02.2020 at 12:00 HRS
8.	Validity of Price / Quoted Commercials	180 Days
9.	Place of Submission of Bid	Technical Bid & EMD: Ms. Ritu Mittal, Sr. Manager [IT], 4th Floor, 21, Netaji Subhash Road, Balmer Lawrie & Co. Ltd Phone No :033-22225207 Email: mittal.r@balmerlawrie.com Technical (Scanned Copies) & Price Bid: https://balmerlawrie.eproc.in

Section– I

Interpretation of General Conditions of Contract.

1. GENERAL

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

2. DISCREPANCY IN TENDER DOCUMENT

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

3. SINGULAR AND PLURAL

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

Section –II

General Instructions to Bidders.

1. Ethical Standard

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

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

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

2. Clarifications of bidding documents

Bidder can seek any clarification on RFQ document through written mail to **mittal.r@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 were 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 only**.
- 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 commercial / Rates should be valid till end of contract with successful bidder.
- d. Price bid should be quoted only in e-procurement site as per format mentioned in Annexures

5. Modifications and withdrawals of bids

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

6. Bid opening

Opening of Bids by BL

6.1 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.

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

7. Preliminary examination of bids

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

8. Clarifications

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

9. Award of Contract/ Purchase Order

- I. Balmer Lawrie reserves the right to accept or reject any First (Original) or Updated bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for such action.

- II. BL may at its own discretion cancel the tender without assigning any reason to the bidder.
- III. Contract will be awarded to the vendor who quotes the lowest price
- IV. Separate Purchase order(s) will be released for the AMC period(s).

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

The Contractor shall provide the services on specific intimation from Balmer Lawrie in writing or the time indicated in the PO and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of Order / Contract, Balmer Lawrie, at its sole discretion will have the right to cancel the Order / Contract.

11. Bid Evaluation Criteria

- BL will examine the bids to determine whether the bids are complete as per checklist and / or as per requirements of Bidding Document.
- The bids without requisite EMD will not be considered and bids of such bidders shall be rejected.
- BL will examine the bids to determine whether they are complete, whether the original bidding document and Addendum / Corrigendum if any, have been returned with signed all the pages and the bids are generally in order.
- BL will examine the bidder's qualification and bids of only those bidders who meet the qualifying requirements shall be taken for detailed evaluation.
- Techno-commercially acceptable Bids shall be considered for Price Bid opening and evaluation.
- 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.
- The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and determine the lowest offer for acceptance to the procuring entity
- It shall be ensured that the lowest bid / offer is justifiable looking to the prevailing market rates of the products/services required to be procured.

11.1 Techno-Commercial Evaluation Criteria

- After opening the technical bid, the bidders will be evaluated by BL against the Mandatory Qualification Criteria (MQC).
- Only those bidders who qualifies the MQC will be evaluated against Technical-Commercial Scoring Criteria.
- Evaluation of commercial bid shall be on overall basis considering both technical as well as commercial offer. Suitable weightage factor based on technical score shall be applied to determine the L1 position.
- 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.

Evaluation Criteria

1. The objective of using this evaluation methodology is to facilitate the selection of the most optimal solution which would be technically qualitative and commercially cost effective (Total Cost of Ownership) over a period of 3 that appropriately meets the business requirements of BL. The bid would be first evaluated on technical capability and then on the financials. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the BL. The evaluation shall be on the basis of quality of the solution & services offered and the price quoted.
2. The Technical Evaluation shall have the weightage of 100 marks for evaluation, and this weightage shall be taken into consideration for arriving at the overloading factor on the commercials of the Bidder.
3. The technical proposals will be subjected to evaluation at the first stage. The bidders scoring less than 60 marks (cut-off marks) out of 100 marks in the technical evaluation shall not be considered for commercial opening of the bids. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will only be short-listed for commercial opening of the bids.

Evaluation of Technical Bid

Methodology

- a) The approach, methodology should be clearly defined.
- b) The presentation should cover the following:
 - Timelines – project Plan
 - Deliverables
 - Approach
 - Technical solution
 - Hardware requirements
 - Team
 - Other important aspects of PMI methodology.

Sl. No	Description	Weight-age	Comments
1	Presentation and Demo	20	Will be compiled result of marks allocated by individuals in the Tender committee.
2	Bidder Experience	15	All the implementations to be done in last 5 years for Central / State Govt Organization / PSU / Public Listed Company. 20 Marks: i) Four DSC solution implemented ii) Four Employee Travel management iii) Four End to End SAP Project Implementation 10 Marks: i) Three DSC solution implemented ii) Three Employee Travel management iii) Two End to End SAP Project Implementation 05 Marks: i) Two DSC solution implemented ii) Two Employee Travel management iii) One End to End SAP Project Implementation

3	Manpower Strength for FIORI/UI5 and ABAP	15	<p>5 Marks: 3 FIORI/UI5 employee and 5 ABAP employee with relevant Experience of 3+ years</p> <p>10 Marks: 3 SAP Certified FIORI/UI5 employee and 5 SAP Certified ABAP employee with relevant Experience of 3+ years</p> <p>15 Marks: 5 SAP Certified FIORI/UI5 employee and 10 SAP Certified ABAP employee with relevant Experience of 3+ years</p>
4	Quality Certification	10	<p>5 Marks: CMM 3</p> <p>8Marks: CMM 4</p> <p>10 Marks: CMM 5</p>
5	Digital Signature OEM should be licensed CA certified by CCA	5	<p>5 Marks: CA Certified by CCA</p> <p>0 Marks: Not Certified by CCA</p>
6	DSC Solution is security certified	5	<p>5 Marks: Solution is security certified</p> <p>0 Marks: Solution is not security certified</p>
7	No of end to end SAP implementation with FICO, MM, SD, PP, QM, PM, HCM Modules for minimum 300 users and having Client turnover more than 500 crores*	15	<p>Number of such instances:</p> <p>> 10 = 15 Marks</p> <p>5-10 = 12 Marks</p> <p>1-4 = 10 Marks</p> <p>Less than 1 =0</p>
8	Support Modalities	10	<p>Full Onsite Support = 10</p> <p>Onsite> =Remote = 8</p> <p>Onsite <Remote = 6</p> <p>Full Remote = 2</p>
9	SAP Partnership Type **	5	<p>Platinum Partner =5</p> <p>Gold Partner = 4</p> <p>Silver Partner = 3</p> <p>Others = 0</p>
		100	

* = Job completion certificate to be submitted as a proof

** = Letter from SAP India stating the partnership status

Price bids will be opened after technical evaluation for those bids which fulfil the Mandatory Qualification Criteria as well as securing at least 60 marks in the Evaluation of Technical Bids. Evaluation of Price Bid will be based on the relative competitiveness of the bids based on Evaluated Bid Price of the solution to BL. Following will be the logic of Evaluated Bid Price mode through which the financial bid will be evaluated for relative competitiveness

1. Bidder scoring 60 – 75 in technical score – Quoted Commercial Price will be scaled up by 1.3 times
2. Bidder scoring 76 – 85 in technical score – Quoted Commercial Price will be scaled up by 1.15 times
3. Bidder scoring 86 – 100 in technical score – Quoted Commercial Price will be scaled up by 1.0 times

Techno Commercial Bid Evaluation Criteria

It may be noted that commercial bids will be subjected to following evaluation process. Based on the technical evaluation criteria, each Bidder will be given certain marks. Only those Bidders scoring 60% (60 marks out of 100) or above in the technical evaluation shall be short-listed for commercial evaluation.

Commercial quote provided by the Bidder whose Technical Bid qualifies will be discounted as per the formula given below.

An evaluated bid price (S) will be arrived at after considering the commercial quote and the marks obtained in technical evaluation. The Bidder with the lowest evaluated bid price will be declared successful.

Computation Methodology for arriving at “Least Price / Least Quote”

Cut - Off score for technical bid will be 60 marks. In case there is only one bidder having technical score of 60 or more, Balmer Lawrie may, at its discretion, also consider the next highest technical scorer with minimum score of 50. In case, no Bidder is having technical score of 60 or more, Balmer Lawrie may, at its discretion, qualify 2 top scoring Bidders with minimum score of 45 in technical evaluation and compute the “Score” as per the table below. The procedure is as under:

An Evaluated Bid Price (S) “ will be calculated for all qualified Bidders using the following formula:

$$\text{Evaluated Bid Price (S)} = (\text{X} * \text{C})$$

Where C stands for Commercial price quoted, X is the Commercial bid weightage factor.

Example

If 3 Bidder A, B and C participated in the RFP process. A, B, and C get 75, 80 and 90 marks in technical evaluation. The Commercial Bids are valued at 120,100 and 110 for A, B and C respectively. As all the Bidders obtained marks above or equal to cut-off, all the 3 are eligible for Commercial Bid opening. Following is the techno-commercial calculation of the 3 Bids. L1 will be the successful bidder.

Sl. No.	Bidder	Technical Score	Commercial Quote (X)	Commercial Bid Weightage Factor (C)	Evaluated Bid Price (S) = (X*C)	Rank
1	A	75	120	1.3	120*1.3= 156	L3
2	B	80	100	1.15	100*1.15=115	L2
3	C	90	110	1.0	110*1.0=110	L1

12. Expenses to be borne by Bidder

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

13. Termination of the Contract

BL reserves the right to terminate the Contract, without giving any reason whatsoever, at any stage during the currency of the Contract based on the contractor’s performance or for any other reason, by

giving 30 days' notice in writing.

BL shall have the right to terminate this CONTRACT if:

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

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

14. Language of Bid

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

15. Transfer of bid document

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

16. Invoices and Payments

- a. The Contractor's request for payment shall be made to Balmer Lawrie in writing, accompanied by an invoice for the services rendered describing, as appropriate, the milestone completed. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract. The Contract Price shall be paid in Indian Rupees in accordance with the Payment Schedule.
- b. The tax element applicable from time to time to be shown separately in the invoice.
- c. Payments shall be made promptly by Balmer Lawrie, but in no case later than sixty (60) days after submission of an original invoice along with the stipulated acceptance/delivery certificate signed by competent authority/Project Coordinator/Authorized Representative, unless there is a clarification that is sought by Balmer Lawrie within this time.
- d. Payment will be done by NEFT mechanism only.
- e. Payments, if any, shall be made subject to deductions of TDS and such other taxes as may be applicable from time to time.
- f. BL, may, at any time, by a written order given to a bidder, 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]

The Bidder shall furnish as part of its bid, a bid security (EMD) for an amount as mentioned in “Tender schedule” which shall be interest free and to be submitted online along with the technical bid.

For successful bidders, EMD will be returned/refunded after the Bidder has signed the Contract Agreement/ Purchase Order and fulfilled all the contractual obligations with respect to the scope of this tender and also furnished the required Performance Bank Guarantee (if applicable). EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

- 17.1 Any bid not accompanied with the prescribed bid security/EMD, shall be rejected by BL as non-responsive.
- 17.2 Please note, EMD will be exempted for vendors, who furnish a valid National Small Industries Corporation (NSIC) & Micro, Small & Medium Enterprises (MSME) registration certificate covering goods /services that are proposed to be procured. Following exemptions till such time it is valid/in force as per notification/circular issued by Govt. of India, may be considered while tendering in respect of vendors coming under the definition of “Micro, Small & Medium Enterprises (MSME)”.
- 17.3 EMD is liable to forfeiture if:
 - a. In the event of withdrawal of offers during validity period of the offer.
 - b. Non-acceptance of Contract/Purchase Order.
 - c. Non-confirmation of acceptance of Contract/Purchase Order within the stipulated time.
 - d. Any unilateral revision made by the bidder during the validity period of offer.
 - e. Non-execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.
 - f. Non-submission of PBG.

SECTION III

General Terms and Conditions

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

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

3. **Risk Purchase**

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

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

& overheads in case of termination of Contract.

4. Observance of Local Laws:

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

5. Force Majeure:

The following shall amount to force majeure conditions: -

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

6. Prevention of Corruption

- i. Canvassing in any form or any attempt to influence directly or indirectly any official of Balmer Lawrie will lead to rejection of the bid.
- ii. Balmer Lawrie shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with Balmer Lawrie or for showing or intending to show favor or disfavor to any person in relation to the contract with Balmer Lawrie , if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with Balmer Lawrie .

7. Arbitration

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

8. Laws Governing the Contract:

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

9. Indemnity:

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

10. Discrepancy in Words & Figures quoted in offer

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

11. Terms for Payment

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

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

Payment will be done by EFT mechanism only

• **Payment Schedule –**

Kindly refer Payment milestones in Annexure for details.

Note: All payments will be made in Indian Rupees.

- **Price**

Bidder shall quote a firm price for the service giving applicable tax breakup. Balmer Lawrie may ask for the activity wise break-up of the price after opening the price bid. No additional expense would be borne by Balmer Lawrie except the quoted price.

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

12. Deliverables, Delivery Timeline and Project phases

Deliverables: As per Scope of work.

Delivery Schedule/Timelines: Based on the mutually agreed project plan.

Project phases: As mentioned in scope of work.

13. Penalty for Late Delivery

Delayed Project Execution:

- a. In case of failure to implement the solution/requirements as mentioned in our delivery schedules for sole fault of the bidder, penalty shall be recovered from the bidder @ **0.5% per week** (or part thereof) on the undelivered portion of the order, subject to a maximum of **ten (10)%** on the basic value of the order. BL may take a decision of short closing the order if the delay is beyond one month and can purchase it from other parties for which the cost will be borne by the bidder.
However, after a maximum delay of 30 calendar days, BL reserves the right to engage OEM directly for implementation and any additional cost on this account shall be borne by the successful bidder. The Project Execution shall be carried out by OEM while the overall Project Coordination will be done by the SI.
- b. The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by the owner on account of delay/ breach on the part of the bidder/Contractor and the said amount will be payable by the bidder/contractor without proof of actual loss or damage caused by such delay/breach.
- c. Notwithstanding what is stated in Clause above, BL shall have the right to employ any other agency to complete the remaining work at the risk and cost of the bidder/Contractor, in the event of his failing to complete the work within the stipulated time or in the event progress of bidder/Contractor's work is behind schedule, as judged by the BL officer.
- d. If in the opinion of the BL officer the works have been delayed beyond the day of completion
 - By force Majeure or
 - By reasons of exceptionally inclement weather or
 - By reason of civil commotion, illegal strikes or lock-out in which case the Contractor should immediately give written notice thereof to the owner.

Then BL may in writing make a fair and reasonable extension of time for completion of the works, provided further that the bidder/Contractor shall constantly use his best endeavour to proceed with the works. Nothing herein shall prejudice the rights of the Owner in this regard.

14. Performance Bank Guarantee

- The Contractor shall provide the Bank Guarantee from Nationalised Bank in favour of Balmer Lawrie at the times and in amount, manner and form specified in Annexure-VIII. 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 security deposit furnished by the Contractor will be subject to terms and conditions of the contract finally concluded between the party and the Purchaser will not be liable for payment of any interest on the security deposit or any depreciation thereof, or in case of bank deposit receipt, any loss resulting on account of failure of the bank. The security deposit shall be refunded/ 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 Guarantees (PBG) within thirty (30) days after the Effective Date of Contract / PO for an amount equivalent to **10% of the PO basic value** in Indian Rupees. **The PBG would be valid till the period of 1 year.**
- The PBG would be released within 60 days of their date of expiry. In the event that the AMC is performed/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 forfeiture of the bid security/PBG.

15. Recovery of Penalty

- i. During AMC period(s), the penalty arising out of breach of support SLA would be calculated (details mentioned in Annexure - XII) and OEM/Bidder shall have to pay the penalty on demand raised by BL, failing which amount will be recovered from any of the bidder's running bills and/or through the encashment of PBG.

16. Termination

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

- a. If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the BL;

OR

- b. If the Vendor fails to perform any other obligation(s) under the Contract.

BL reserves the right to recover damages by encashing PBG submitted by vendor. Additionally, or alternatively, BL may take legal action to claim suitable compensation.

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

17. Other Contractual Stipulations

17.1 Right to Audit

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

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

17.2 NDA Clause

The successful bidder (L1) 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 IT Security Policy, refer **Annexure-X** for NDA Template. Purchase orders will not be placed without entering into above NDA.

17.3 Copyright

BL is the owner of the source code(s), data and images and have complete copyright claims on the same.

17.4 Limitation of Liability

The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the contractor for following:

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

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

17.6 The bidder should provide Product Support Lifecycle details for various Products / Technologies which are part of the Proposed Solution for the entire duration of support.

17.7 The proposed software must provide indemnification and indemnification must cover patent claims, copy right claims, legal fees and damages claim. System integrator and /or developer/ manufacturer must protect BL from all such legal cost that may arise out of any claim by a third party alleging intellectual property infringement i.e. related to the software.

Section IV

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

Parameter	Requirement Description	Supporting documents To be submitted
Location	The Bidder should have a registered office in India from last 3 years.	Certificate of Incorporation
Power of Attorney	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP.	On Company Letter Head (Signed & Stamped)
Authorized Partner	Bidder should be authorized implementation partner certified by SAP.	Latest and Valid OEM certification from SAP
Blacklisted	An undertaking (self-certified) that the bidder has not been blacklisted by a Central/State Government institution/ bank in India and there has been no litigation with any government department on account of similar services.	Undertaking (Signed & Stamped)
Financial Stability of the Bidder	The company should not have incurred losses in the last 3 years The bidder organization should have a positive net worth for the last three financial years immediately prior to the date of tender as evidenced by the audited accounts of the organization.	Submit Certified / Audited Balance Sheet and P&L statement of last three years in support of profitability.
Quality certification	Bidder should have CMM 3 development certificate valid as on bid due date.	Copies of Quality certifications should be enclosed
Bidder Experience	Bidder must have experience in Implementing the following in last three years for Central / State Govt Organization / PSU / Public Listed Company.: 1) Atleast Two end-to-end SAP Project implementation 2) Atleast one DSC solution implementation 3) Atleast one Employee Travel management solution in any.	Relevant Purchase Order and Project completion certificate from Customers of the referred projects (as applicable)
AMC	The OEM of DSC solution undertakes to provide/ continue Annual Maintenance Contract for 'lifetime' (7 years).	OEM Undertaking from the Authorized signatory of The Responder.
OEM Authorization	Bidder should be an OEM or an Authorized partner of OEM for all the products offered in the bid for which Authorization letter is required to be submitted.	Document to be submitted by the bidder on the letter head of the OEM.
Availability of Manpower	i) The bidder should have SAP Fiori / UI5 and ABAPer on their payroll, with minimum experience of 3 years, that should be deployed on BL project. ii) Bidder should have experienced functional consultants (minimum 3 years) for the following modules on their payroll: SD, MM, PM, QM, PP, FICO, SCM, PI, HCM iii) The Bidder should have 100 SAP Professionals on their payroll.	Self-declaration by bidder and CVs of the proposed team to be provided

<p>OEM Experience</p>	<p>The OEM/ Software Manufacturer of the offered Digital Signature Certificate Software Solution should satisfy the following along with documentary evidence, which should be enclosed along with the techno-commercial bid (For this purpose, the period reckoned shall be Date of Publishing of Tender document):</p> <ul style="list-style-type: none"> • Minimum 03 years of experience of developing SAP compliant Digital signature solution. • OEM/ Software Developer himself or through his distributor/ System Integrators should have supplied and implemented minimum of 02 nos. of similar software solution, during the last 03 years. • OEM should have executed / running at least two AMC contract during last 3 years. • OEM should have implemented at least one client whose annual turnover is more than 500 crores. This implementation should have been done in last 3 years. • The bidder/OEM should be a Licensed CA certified by CCA. 	<p>Citation & proofs (PO copy, Documentary proof of installation and commissioning etc.) with relevant information.</p>
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Section V

Technical Requirement

1. Organizational Background

Founded by two Scotsmen, Stephen George Balmer and Alexander Lawrie, in Kolkata, Balmer Lawrie & Co. Ltd. started its corporate journey as a Partnership Firm on 1st February 1867. Traversing the 151 years gone by, today Balmer Lawrie is a - I Public Sector Enterprise under the Ministry of Petroleum and Natural Gas, Govt. of India, with a turnover of Rs. 1901 crores and a profit of Rs. 254 crores. Along with its five Joint Ventures and two subsidiaries in India and abroad, today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases & Specialty Lubricants, Corporate Travel and Logistics Services. It also has significant presence in most other businesses, it operates, viz, Leather Chemicals, Logistics Infrastructure etc. In its 150 years of existence, Balmer Lawrie has been successfully responding to the demands of an ever-changing environment, leveraging every change as an opportunity to innovate and emerge a leader in industry. Today, Balmer Lawrie has emerged as a multi-activity, multi-technology, multi-location conglomerate with global footprints - along with its joint ventures, encompassing diverse interests across sectors.

To know more about Balmer Lawrie and its businesses visit our corporate website <https://www.balmerlawrie.com>.

2. Current SAP Landscape:

Balmer Lawrie has gone live with a large-scale integrated SAP ERP implementation project to bring in Enterprise wide transformation using State of the art technology. Most of the business processes for IP, G&L, LCD, HR, Finance and IT are mapped in SAP net weaver platform (Enterprise Architecture Tool) on a real time basis. Divisions such as LS, LI, T&T are using various different applications, which are integrated with SAP FICO through SAP PI.

Various SAP modules have been implemented as part of the SAP project including but not limited to SAP SD, MM, FICO, PP, QM, PP. Also, SAP PI/PO and BI/BO has also been implemented.

Balmer Lawrie has 3 tier SAP Landscape architecture, which includes Development, Quality and Production Systems. Production System is in High availability. Hardware platform includes IBM Power7 series servers, IBM Modular SAN Storage, and Commvault backup application. SAP components include SAP ECC 6 EHP7, EP, PI, SRM, Solman, BI, NetWeaver. Database is DB2 10.5, Operating System is AIX 7.1.

For further clarification please call us/ mail us on the details mentioned under section – II (General Instructions to Bidders) or tender schedule.

3. Requirement Synopsis

Balmer Lawrie wishes to appoint competent bidders for implementation of:

3.1 SAP compliant Digital Signature solution (Track -1):

3.1.1 SAP Compliant Digital signature solution is required for signing and verification of data/ document(s)

generated within SAP Application as well as on SAP Enterprise portal.

- 3.1.2 Documents like invoices, PO and other document(s) should get signed automatically while doing the transaction in SAP Application and SAP Enterprise portal.
- 3.1.3 Solution should allow multiple documents to be signed in one-go and multiple signers should be able to sign a single document.
- 3.1.4 The solution should support enterprise and individual client level signing.
- 3.1.5 The solution should be SAP HANA compatible and no further development/enhancement should be required to be performed subsequent to implementation of the solution.

3.2 Employee Travel Management Solution (Track -2):

- 3.2.1 The employee travel management solution is required to manage the complete lifecycle of an employee (Executives, officers and Fix Term Contract (FTC)), from travel request, approval to expense management.
- 3.2.2 The solution should be developed using SAP FIORI and should be accessible using BL's existing ESS portal.
- 3.2.3 The solution should be able to cater to both, official and personal travel.
- 3.2.4 The solution must be integrated with BL's SAP enterprise portal.
- 3.2.5 The solution should be SAP HANA compatible and no further development/enhancement should be required to be performed subsequent to implementation of the solution.

4. Scope of work

The scope of work is divided into two tracks, Track 1 and Track 2, to signify the difference of projects and their scope and the parallel nature of implementation of the projects.

It may be noted that, based on the contents of the RFP, the selected successful bidder shall be required to independently arrive at the project and implementation methodology, based on globally acceptable standards and best practices, which is suitable for BL. BL expressly stipulates that the selection of successful bidder under this RFP is on the understanding that this scope contains only the principal provisions for the entire assignment. The successful bidder shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment at no additional cost to BL.

4.1 Scope of Work for SAP compliant Digital Signature solution (Track 1 Project):

Balmer Lawrie intends to divide the project into various phases. Where each phase will be initiated only after confirmation from Balmer Lawrie. Balmer Lawrie may at any time decide not to implement any specific phase. Successful bidder can't question Balmer Lawrie's decision in any respect.

Expected Phases:

- 1) Implementation of Digital Signing Software(s) for **client-side signing** including admin/management portal/software and licenses (if any).
- 2) Implementation of Digital Signing Software(s) for **server-side signing** including admin/management portal/software and licenses (if any).

Important note(s):

- 1) **Physical digital signature tokens are not to be supplied as part of the project scope.**
- 2) **The solution should be on-premise solution.**
- 3) **This is an Onsite Project**

4.1.1 Functional and Technical Requirements:

Following are the broad functional and technical requirements for the solution:

- 4.1.1.1 SAP Compliant Digital signature solution should allow for signing and verification of data/ document(s) generated within SAP Application as well as on SAP Enterprise portal.
- 4.1.1.2 The solution should be tightly integrated with the Enterprise application SAP to provide seamless signing of documents digitally.
- 4.1.1.3 The digital signature solution should allow enterprise level signing as well as individual level signing of documents.
- 4.1.1.4 The signing should be on real-time basis during the transaction execution.
- 4.1.1.5 Proposed solution should be enterprise level and there should not be any restriction on users and documents signing.
- 4.1.1.6 Should support signature of multiple person in single document and single signature in multiple page.
- 4.1.1.7 Solution should allow multiple documents to be signed at one time.
- 4.1.1.8 Digital Signature solution should have two components. Client USB token base signing and Server-side signing to integrate and enable signing functionally in SAP application.
- 4.1.1.9 The signer component deployed on the client side should be capable of restricting the use of Digital Signature from non-FIPS compliant USB Tokens thereby allowing use of only FIPS 140-2(Level-2) compliant or higher-grade USB tokens in the authentication process.
- 4.1.1.10 The signer component should be the latest available solution for digital signature which should have no dependency on Java Applet, ActiveX or newer technologies like HTML5, Web Sockets for wider adoption in multiple environments.
- 4.1.1.11 The solution shall support real time digital signature verification and validation including certificate expiry, trust chain validation and revocation checking.
- 4.1.1.12 The signature verification component shall be able to validate certificate through Online and Offline CRL and OCSP.
- 4.1.1.13 The solution should accept all USB tokens issued by all licensed certifying authorities in India.
- 4.1.1.14 The solution should accept X.509 v3 digital certificates issued by all licensed certifying authorities (CAs) in India.

- 4.1.1.15 The solution should not alter any existing SAP transaction.
- 4.1.1.16 The Digital Signature solution shall be compatible with all browsers like Microsoft Internet Explorer, Mozilla Firefox, Google Chrome, Safari etc in all existing versions. It should be compatible on all OS i.e. Windows, Ubuntu, Linux, Unix, MAC, Redhat and all.
- 4.1.1.17 The solution shall comply with existing and future Information Security Guidelines for Digital Signature Certificates and Adherence to Controller of Certifying Authorities Guidelines, Govt. of India.
- 4.1.1.18 The application should have a portal/console for management of digital signature solution. The portal's dashboard should allow registration of users of with DSC, re-registration of users, mapping of users with DSC, delegation of user etc. Dashboard should also provide escalations, reminders and alerts based on various lifecycle events like Token expiry, or based on the administrative decisions taken by the Balmer Lawrie like in case of any change (transfer, promotion, leave, suspension, termination, superannuation etc.).
- 4.1.1.19 In case of any change the Balmer Lawrie officials under this project, a copy of order should be marked to the digital signature management team for assigning and revoking of the access rights.
- 4.1.1.20 The application should be compatible with any digital signature certificate supplied by any authorized agency under CCA.
- 4.1.1.21 Audit log files shall be generated for all events relating to the Digital Signature. All security audit logs shall be retained and made available during Forensic requirement and compliance audits.
- 4.1.1.22 The solution should take care of multi-step SAP release strategies implemented. Non-repudiation of release strategies is to be ensured using digital signature certificates.
- 4.1.1.23 The workflow should allow multi-step approval routing. Non-repudiation of workflow is to be ensured using digital signature certificates.
- 4.1.1.24 The system should allow officers to use digital signatures for signing the document in release strategies/workflow wherever the digital signing is required.
- 4.1.1.25 The proposed solution should offer easy interfaces / APIs / web services to get the document signed in real-time.
- 4.1.1.26 Solution should allow placing the signature in the specified position in the document.
- 4.1.1.27 The successful bidder is responsible for any changes in the existing document for placing the signature in the specified document.
- 4.1.1.28 The solution should be SAP HANA compatible and any further development/enhancement required during the contract period has to be performed subsequent to implementation of the solution.
- 4.1.1.29 The proposed solution should be provided with High availability (if required) as per Balmer Lawrie requirement.
- 4.1.1.30 Solution should be deployed into Enterprise Environment in to multi-tier architecture. It should support virtualized environment.
- 4.1.1.31 Solution should have undergone third party Vulnerability Assessment and Penetration Testing (VAPT) and proof of audit certificate should be produced.
- 4.1.1.32 Regular Patches and upgrades including new versions of all the software licenses should be supplied as part of this tender during the entire contract period.
- 4.1.1.33 Sample documents/workflow where the solution would be used:
 - 4.1.1.33.1 SBU wise Invoices
 - 4.1.1.33.2 SBU wise Credit Note
 - 4.1.1.33.3 SBU wise Debit Note
 - 4.1.1.33.4 Goods Receive note (GRN)
 - 4.1.1.33.5 SBU wise Purchase Orders

- 4.1.1.33.6 Contracts
- 4.1.1.33.7 Payslips
- 4.1.1.33.8 Quality Inspection reports
- 4.1.1.33.9 Increment and Promotion letters
- 4.1.1.33.10 Candidate offers
- 4.1.1.33.11 Appointment letter
- 4.1.1.33.12 HR forms
- 4.1.1.33.13 SAP release strategies

4.1.2 **Scope of Supply for SAP compliant Digital Signature solution:**

The scope of supply for the SAP compliant Digital Signature solution are as follows:

- 4.1.2.1 The successful bidder should supply, install, test, commission, and maintain the Digital Signature based authentication solution for SAP Application, SAP portal-based data/documents/release strategies/workflows.
- 4.1.2.2 The proposed solution must cater to the functional and technical requirements as mentioned in the requirements above.
- 4.1.2.3 The bidder is expected to understand the requirements in details and come up with the Requirements and finalise the same with Balmer Lawrie. The overall architecture and design of the system is expected to be based on these set of requirements to be signed off by the Balmer Lawrie team.
- 4.1.2.4 Bidder is expected to carry out the necessary software/environment set-ups for the implementation. Balmer Lawrie IT team will assist with hardware availability, network readiness, OS installations and hardening as required. Bidder is expected to provide (in detail) the various hardware / software components additionally required OR required beyond the existing scope as mentioned in the document. Installation of such additional Hardware / software components has to be jointly done by Balmer Lawrie & the successful bidder.
- 4.1.2.5 Bidder is expected to carry out all the necessary integrations with the systems to make the solution work as per the requirements. This includes integration with other SAP functional modules. Interface with applications other than SAP should be using SAP PI/PO.
- 4.1.2.6 Bidder is expected to carry out extensive testing and produce appropriate test results. Bidder is also expected to work with Balmer Lawrie to carry out the User Acceptance testing in one/multiple locations.
- 4.1.2.7 The Implementation Partner shall implement all required relevant upgrades, patches, bug fixes etc. until the end of the support period (Stabilisation period and AMC Periods).
- 4.1.2.8 End-to-End solutioning has to be made by the bidder. That includes all SAP related changes that has to be taken care during digital signature implementation.
- 4.1.2.9 The bidder should submit solution document as a part of technical bid. The contents of the solution document should include but not limit to (a) solution architecture in detail, (b) A project plan in terms of activity and timelines required for executing the project with the details of deliverables and

milestones including the delivery of equipment (if any). Bidder is required to provide software licenses (if any) for all the supplied software in the name of Balmer Lawrie & co. Ltd.

4.1.2.10 All software will be delivered to BL with proper documentation.

4.1.2.11 Hardware requirement for the solution has to be provided by the successful bidder.

4.1.2.12 While selecting the product, its seamless integration with dependent software, ease of operation, scalability aspect shall be taken into consideration. Please note that total responsibility of integrated functioning of the supplied SAP compliant Digital Signature solution shall rest with the bidder.

4.1.2.13 It shall be the responsibility of the bidder to test and integrate the centrally installed software for backup and recovery functionality.

4.1.2.14 **Stabilisation period** will be 3 months after Go-Live.

4.1.2.15 Any other work for implementing the above scope of works which is required to complete the project in all respect is to be carried out by the bidder.

4.2 Scope of Work for Employee Travel Management (Track-2 Project)

4.2.1 Functional, Technical Requirements and workflows:

Please note: This is an Onsite Project.

Travel Management will be implemented for those people who have access in SAP Employee self-service and it is around 1200 persons.

There are three categories of employee that would be covered:

- 1) Executives
- 2) Officers
- 3) FTC (Full time contractual)

Domestic and International travel needs to be covered in the travel management. Travel request can be raised to Official as well as personal use.

Mainly 3 functionalities are needed:

- A. Travel Request
- B. Expense Reimbursement
- C. Travel Advance & Settlement

Travel Request flow:

Employee will raise travel request before the actual travel and once travel request is approved by relevant authority, Travel desk will get notification for ticket booking with necessary travel details.

Employee can ask for Travel Advance while raising their travel request.

Travel Expense Flow:

Travel expense will be raised once the trip is complete and employee has all the necessary documents to claim the travel expense. Once the Travel expense is approved by proper officials, employee will receive the approved amount in their Bank Account.

Once Travel expense is approved, Travel Expense needs to be posted in relevant GL account. A liability will be created and the document will be cleared, parked and posted through the Payment Procedure used by Balmer Lawrie.

Grade wise travel eligibility is present in the current process and relevant travel policy will be shared with the successful bidder by Balmer Lawrie's official.

Few **exceptions** need to be handled in the travel process and those are mentioned below-

1. If someone wants to book tickets or hotel or any other expense beyond their expense limit, additional approval from **Director** is needed. This is applicable for both Travel request and Expense.
2. In travel Expense, Finance will have the functionality to change the expense amount raised by the employee. Employee's requested amount and finally approved amount needs to be captured in the system. Reports may be needed to show requested and approved amount.
3. For some specific reason like Training and meeting, 1/4th of DA will be given to employee.
4. If Employee reached his home location within 12 noon, DA for that day will not be given.
5. If Finance reject a claim, the whole approval process will run once again. If they ask for some more clarification, employee should provide that for further processing of the claim.
6. Region wise travel desk and Finance SBU is present. So, travel Request and approval should only go to relevant area's travel desk and Finance dept. only.
7. **Personal Trip-** If employee raise travel request for Personal reasons, either he/she should clear the ticket amount. The request is created and sent to the Travel Desk with one step approval
If Company pays on his/her behalf and employee is not paying fully at the beginning, then calculated amount will be deducted from monthly salary (for a certain period).
8. Back dated entries needs to be handled in Travel request and Expense.
9. If advance amount is more than actual claim amount, employee should return the amount.
10. Official Foreign Trip – Officially approved foreign trips needs to be handled as well.

Please note: This is an Onsite Project.

4.2.2 Scope of Supply for Employee Travel Management (Track-2 Project)

- 4.2.2.1 The successful bidder should develop, configure, test, commission, and maintain the Employee Travel Management.
- 4.2.2.2 The proposed solution must cater to the functional and technical requirements as mentioned in the requirements above.
- 4.2.2.3 The bidder is expected to understand the requirements in details and come up with the Requirements and finalise the same with Balmer Lawrie. The overall architecture and design of the system is expected to be based on these set of requirements to be signed off by the Balmer Lawrie team.
- 4.2.2.4 Bidder is expected to carry out the necessary software/environment set-ups for the implementation. Balmer Lawrie IT team will assist with hardware availability, network readiness, OS installations and hardening as required. Bidder is expected to provide (in detail) the various hardware / software components additionally required OR required beyond the existing scope as mentioned in the document. Installation of such additional Hardware / software components has to be jointly done by Balmer Lawrie & the successful bidder.
- 4.2.2.5 Bidder is expected to carry out extensive testing and produce appropriate test results. Bidder is also expected to work with Balmer Lawrie to carry out the User Acceptance testing in one/multiple locations.
- 4.2.2.6 The Implementation Partner shall implement all required relevant upgrades, patches, bug fixes etc. until the end of the support period (Stabilisation period and AMC Periods).
- 4.2.2.7 End-to-End solutioning has to be made by the bidder. That includes all SAP related changes that has to be taken up.
- 4.2.2.8 The bidder should submit solution document as a part of technical bid. The contents of the solution document should include but not limit to (a) solution architecture in detail, (b) A project plan in terms of activity and timelines required for executing the project with the details of deliverables and milestones including the delivery of equipment (if any).
- 4.2.2.9 Bidder is required to provide software licenses (if any) for all the supplied software in the name of Balmer Lawrie & co. Ltd.
- 4.2.2.10 All software will be delivered to BL with proper documentation.
- 4.2.2.11 Hardware requirement for the solution has to be provided by the successful bidder.
- 4.2.2.12 While selecting the product, its seamless integration with dependent software, ease of operation, scalability aspect shall be taken into consideration. Please note that total responsibility of integrated functioning of the supplied SAP compliant Digital Signature solution shall rest with the bidder.
- 4.2.2.13 It shall be the responsibility of the bidder to test and integrate the centrally installed software for backup and recovery functionality.
- 4.2.2.14 **Stabilisation period** will be 3 months after Go-Live.
- 4.2.2.15 Any other work for implementing the above scope of works which is required to complete the project

in all respect is to be carried out by the bidder.

4.3 Deliverables

The following deliverables are expected from the bidder:

1. BBP
2. Project Management Plan.
3. Quality Plan.
4. User manual(s),
5. FS/TS
6. Solution Architecture
7. Configuration document
8. System Manual
9. Coding and naming Standards to be followed.
10. Test Cases, Test Plans and Results (Unit Testing, Integration testing, System Testing, Performance testing, Load testing, Stress testing etc.)
11. Training Plan.
12. System Integration Plan.
13. Change Management Plan
14. Rollout Plan
15. Well commented source code as applicable (for customization)
16. Escalation Matrix
17. Monthly Review Report
18. Weekly status report
19. Monthly Quality Review Report
20. Backup Plan
21. MIR to be submitted if it's a workaround in 24 hrs.
22. If problem is resolved permanently in 4 hrs., RCA is required
23. All document related to Project Management methodology

4.4 Contract Completion Certificate

Contract Completion Certificate shall be issued by BL after successful completion of post go live support period including AMC period, when Performance has been established in an integrated manner with other Systems / Services in normal operations. Bidder has no other obligation under agreement. Submission of final documentation incorporating all the modifications in requisite sets, Removal of all defects noted during commissioning and fulfilment of training requirements, Completion of defect liability during warranty period.

Note:

The bidder should provide compliance statement for all the above specifications of technical requirements against each item.

4.5 Maintainability, Stabilization period, Annual Maintenance Contract and Additional Developments

a) Post Go-Live support – Stabilization period

Provide mutually agreed(on-site/off-site) comprehensive support for the supplied product / system / subsystems (software) for a period of 3 months.

- Stabilization period will be from go-live for a period of 3 months.

- Maintenance / reconfiguration of application or application components.
- Bug fixing of the solution
- Minimum operational changes
- All activities should be carried out in coordination with BL IT team.
- Stress testing of the solution

b) Annual Maintenance Service contract (AMC)

- AMC will start after the completion of stabilization period.
- The AMC for the entire project will start only after both the project, Track -1 and Track -2, have gone live and has successfully passed the stabilization periods.
- The bidder would be responsible to undertake AMC activities for a period of at least 3 years (renewable yearly) and payable on quarterly basis on submission of invoice, after the end of quarter.
- Bidder has to quote AMC which will be part of the TCO calculation.
- BL reserves the right to cancel the AMC contract after giving 3 (three) months of notice. In case service provided under AMC is not satisfactory. In such case, BL shall execute an AMC contract with any other party for the balance period.
- The AMC shall include (but not limited to):

a. Provide on-site/off-site comprehensive support for the system along with peripheral software/tools used in the product. Such support should include fixing of bugs/ patches/upgrades of the same and must be considered within the scope of the project.

b. The AMC contract should cover the solutions implemented as per the scope defined in the tender.

c. The SLA and other details for the AMC will be decided mutually between the successful bidder and BL before invoking the AMC. Expected SLA is mentioned in the annexure.

c) Additional Developments

Balmer Lawrie may request the bidder to provide development services for features and functionalities outside the depicted scope but related to the scope of the tender. The bidder is required to provide an effort estimate, which will then be utilized along with the man-month rate as the Bidder's price bid, to arrive at the value of such developments.

4.6 Performance Standard

The System should ensure the performance and responses are according to the SLA. An indicative SLA is given in Annexures. The SLA is applicable for stabilization and Annual maintenance contract.

4.7 Software and Tools

All Software to be supplied under the scope of the project must be of current versions that are currently supported by their originator. Software tools must be compliant with generally accepted standards. All required Licenses for any of the component must be provided in the name of **Balmer Lawrie & Co. Ltd.**

4.8 Inspection and User Acceptance Tests

BL reserves the right to carry out inspection and / or test any components of the configured Systems to confirm as per details mentioned in the scope proposal.

The total product will go under User acceptance test performed by BL users with migrated data. After complete user acceptance test only, product will be deployed in live environment and will be treated as implemented.

BL will issue a completion certificate after successful completion of AMC periods.

4.9 Documentation

The bidder is required to provide complete set of installation documentation, Standard Operating Procedure, configuration details for all the supplied software solution. Documentation should cover user and administrative manuals. The bidder shall handover two copies of complete documentation in hardcopy & softcopy.

The successful bidder should maintain all the necessary documentation (i.e., Functional specs, Technical Specs, List of affected codes, Test scripts, Unit test plans, System Test plans etc) for any changes they perform in the system. All these documents should be approved by BL.

All documentation involved w.r.t to any approved change request(s) will also have to be submitted and approved by BL.

4.10 Training

Requisite technical training on the offered and implemented software solution is to be arranged by the bidder, at no extra cost, to BL executives at the BL premises. The training curriculum, duration and structure need to be provided in the offer.

Section VI

Annexure & Price Bid Format

ANNEXURE I

Bid form – Techno-Commercial Bid Submission for Implementation Of Digital Signature Solution And Employee Travel Management In SAP

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

Ms. Ritu Mittal

Sr. Manager [IT]

Date:

Balmer Lawrie & Co Ltd
21, N.S. Road, Kolkata 700001

Dear Sir,

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

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

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

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

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

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

_____ [signature with office seal]

In the capacity of _____ [Designation]

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

Annexure II

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

Ref:

Dated:

Price bid is to be submitted for “Implementation of Digital Signature Solution and Employee Travel Management In SAP”

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.

ID No.	Item Description	Unit	Quantity	Unit Rate (in INR)	Taxes (in INR)	Total Rate per unit (in INR)	Total Value (in INR)
			(A)	(B)	(C)	(D = B+C)	(D x A)
A1.1	SAP compliant Digital Signing Software(s) solution [incl. admin/ management software and licenses (if any), etc.]	Nos.	1				
A1.2	Implementation Charges for the signing solution	Nos.	1				
A1.3	AMC support for 1 st year	Nos	1				
A1.4	AMC support for 2 nd year	Nos	1				
A1.5	AMC support for 3rd year	Nos	1				
A1.6	Miscellaneous Item/Item not covered above#	Nos	1				
B1.1	Employee Travel management Implementation charges	Nos.	1				
B1.2	AMC charges for 1st year	Nos.	1				
B1.3	AMC support for 2nd year	Nos.	1				
B1.4	AMC support for 3rd year	Nos.	1				
C1.1	Blended Man-Day Charges* ##	Per Man -Day	500				

Notes:

* = Blended man-day required for any further enhancement/ development/configuration will be mutually decided between BL and successful bidder and a separate Change Request (CR) will be issued by BL for the same.

= Miscellaneous item/Item not covered above is used to cover any charges which can't be accommodated in the above price bid structure.

= For calculation of L1 bidder, 500 Blended man-days would be considered. **The 500 man-days specified above is not a commitment by BL.**

_____ [signature with office seal]

In the capacity of _____ [Designation]

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

ANNEXURE-III:

BID COMPLIANCE STATEMENT:

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

NAME OF WORK: Implementation of Digital Signature Solution and Employee Travel Management In SAP

TENDER ENQUIRY NO.: BL/IT/HO/APP/PT/201920/0008 dated 17.01.2020

We hereby confirm that our Bid complies with the total techno-commercial requirements/ terms and conditions of the bidding document and subsequent addendum/corrigendum (if any) without any exception/ comments/ assumptions.

We also confirm that we have quoted for all items of schedule of rates and prices have been filled without any condition and deviation.

We further confirm that terms and conditions, if any, mentioned in our bid (Un-priced as well as Schedule of Rates) shall not be recognized and shall be treated as null and void.

SIGNATURE OF BIDDER :

(With name of authorized signatory & designation)

NAME OF BIDDER :

COMPANY SEAL

ANNEXURE-IV:

FINANCIAL DETAILS:

A. ANNUAL TURNOVER STATEMENT

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

FINANCIAL YEAR	ANNUAL TURNOVER (IN RS.)	NET WORTH (IN RS.)	REMARKS
2018 – 19			
2017- 18			
2016 – 17			

B. Net Worth : Reserve + Capital - Accumulated losses

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

D. PAN and Service Tax Registration:

<u>PAN No. (Given by Income Tax)</u>	<u>Service Tax Registration</u>

Copy of PAN Number and Service Tax registration are attached.

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

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

(Seal & Signature of Bidder)

ANNEXURE-V:

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	Name & Address of the Supplier / Sub-contractor	
	Details of Bank Account:	
02	NAME & ADDRESS OF THE BANK	
03	NAME OF THE BRANCH	
04	BRANCH CODE	
05	MICR CODE	
06	ACCOUNT NUMBER	
07	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
08	BENEFICIERY'S NAME	
09	IFSC CODE OF THE BRANCH	
10	EMAIL ID	
11	TELEPHONE/MOBILE NO.	
12	GST PID	
13	SAC Code	

ANNEXURE VI: Bidder's Profile

Reference no.: BL/IT/HO/APP/PT/201920/0008 dated 17.01.2020

Sr. No.	Details	Remarks (Yes/No)
1	Name & Address of the Bidder	
2	Type of organization & year of incorporation / Registration. (attach certificate of registration / incorporation)	
3	PAN No. (Attach copy)	
4	GST/Sales Tax / VAT / Service tax registration no.(attach certificate)	
5	Correspondence address at with contact person/s name/s, telephone number, mobile number etc.	
6	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP	
7	Contact person/s name/s, telephone number, mobile number etc. and escalation matrix for the purpose of this RFP	

ANNEXURE VII: Format for Project Citations

Reference no.: BL/IT/HO/APP/PT/201920/0008 dated 17.01.2020

GENERAL INFORMATION	
Name of Project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of Project	
Scope of Services	
Technologies Used	
Outcomes of Project (Completed / In Process)	
Other Details	
Total Cost of Project	
Total Cost of Services provided by the respondent	
Duration of the Project	Number of Months
	Start Date:
	Completion Date:
	Current Status:
Other Relevant Information	
Mandatory Supporting Documents	

Authorized Signatories:

(Name & Designation, seal of the firm)

Date:

ANNEXURE-VIII:

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

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 revocable 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 up to 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-IX:*Payment Milestones*

SI No.	Payment Milestones	Payment Value
Track – I: IMPLEMENTATION OF DIGITAL SIGNATURE SOLUTION IN SAP		
1	On Mobilisation of Resources on BL – Head Office Premise for the Project’s phase	10% of [(A1.1) + (A1.2) + (A1.6)]
2	Configuration of Solution and CRP	20% of [(A1.1) + (A1.2) + (A1.6)]
3	Completion of UAT and submission of related documentation	20% of [(A1.1) + (A1.2) + (A1.6)]
4	Go-Live of Solution	20% of [(A1.1) + (A1.2) + (A1.6)]
5	Stabilisation of Solution	20% of [(A1.1) + (A1.2) + (A1.6)]
Track – II Employee Travel Management Solution in SAP*		
1	On Mobilisation of Resources on BL – Head Office Premise for the Project’s phase	10% of B1.1
2	Configuration of Solution and CRP	20% of B1.1
3	Completion of UAT and submission of related documentation	20% of B1.1
4	Go-Live of Solution	20% of B1.1
5	Stabilisation of Solution	20% of B1.1
6	Project completion (track-1 and track-2) and issue of completion certificate.	10% of [(A1.1) + (A1.2) + (A1.6)] + 10% of B1.1

Notes:

- 1) All the payments will be released upon submission of Invoices.
- 2) Separate PO(s) will be released for the AMC period(s).
- 3) AMC payments will be made out of quarterly basis after any SLA deduction(s), and on submission of the invoice.

ANNEXURE – X- NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “Agreement”) is made on thisday of..... 2019 between Balmer Lawrie & Co Ltd, a Govt. of India Enterprise having Registered Office at 21, Netaji Subhas Road, Kolkata 700001, hereinafter referred to as the “Company” which expression includes its permitted assigns AND

.....which expression includes its permitted assigns.

The Company and shall individually be known as “party” and collectively as “parties”. The Confidential Information disclosed under this Agreement is for the assignment given to by the Company for the purpose as set out herein (“the Purpose”). In connection with the Purpose, the Company andshall disclose to each other certain Confidential Information to be used only for the Purpose and the parties shall protect each other’s Confidential Information from unauthorized use and disclosure.

For the purpose of this Agreement, the party disclosing Confidential Information shall be known as “Disclosing Party” and the party receiving such Confidential Information will be known as the “Receiving Party”.

Now therefore In consideration of the other party's disclosure of such Confidential Information, each party agrees as follows:

1. For purposes of this Agreement, “Confidential Information” shall mean information relating to the business, clients, customers and business practices of the Disclosing Party and shall include but is not limited to commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise, whether oral or written, relating to either party and any other information that is reasonably determined to be confidential or proprietary. Notwithstanding the generic description of Confidential Information as stated above, it is clarified that Confidential Information shall be shared with any other person whether employee, counsel, consultant or any other person or only on a strict need to know basis and in connection with the Purpose. In case any Confidential Information is disclosed orally, Disclosing Party shall within seven (7) days after such disclosure, deliver to the Receiving Party, a brief written description of such Confidential Information.

2. Confidential Information will not include information that:

- (i) is generally known or available to the public, through no act or omission on the part of the Receiving Party; or
- (ii) was known by the Receiving Party prior to receiving such information from the Disclosing Party and held without restriction as to use or disclosure; or
- (3) is rightfully acquired by the Receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or
- (iv) is independently developed by the Receiving Party without access to any Confidential Information of the Disclosing Party.

3. Each party agrees: (i) to maintain the other party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third party; and (3) not to use any such Confidential Information for any purpose except the purpose, which is specified in this Agreement. Provided that, each party may disclose the Confidential Information of the other party to its directors and employees, who have a bona fide need to know such Confidential Information for the Purpose and to perform quality performance review processes. Each such director and employee shall be bound by suitable confidentiality obligations as part of their employment terms with the Receiving Party. Additionally, the Receiving Party may disclose such Confidential Information to its professional advisers for the purposes of seeking advice in connection with the Purpose. Nothing contained in this Agreement will restrict a party from disclosing the other party's Confidential Information to the extent required by any law or regulation, provided that the party required to make such a disclosure shall use reasonable efforts to give the other party reasonable advance notice of such required disclosure, to the extent practical and legally permissible, in order to enable the other party to prevent or limit such disclosure through available legal process.

4. On termination or expiry of this Agreement or when the Purpose is not achieved or upon the Disclosing Party's request, the Receiving Party will promptly return the Confidential Information or certify destruction thereof to the Disclosing Party all tangible items and embodiments containing or consisting of the Disclosing Party's Confidential Information and all copies thereof, save the copies which are backed up as Project Archive in the central server, which cannot be returned. Any such documents which are retained by Receiving Party will continue to be subject of confidentiality obligation contained in this agreement.

5. All Confidential Information disclosed by the Disclosing Party to the Receiving Party remains the sole and exclusive property of the Disclosing Party. Each party acknowledges and agrees that nothing in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise, in or to any Confidential Information of the Disclosing Party, or any patent, copyright or other intellectual property or proprietary rights of the Disclosing Party, except as specified in this Agreement.

7. That no delay or failure in exercising any right, power or privilege hereunder shall be construed to be a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

8. Each party acknowledges that unauthorized use or disclosure or threatened disclosure of the Disclosing Party's Confidential Information may cause the Disclosing Party to incur irreparable harm and damages, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the Disclosing Party will have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure or threatened disclosure of its Confidential Information, in addition to any other rights and remedies that it may have at law or otherwise.. In

the event of a threatened disclosure, the Disclosing Party shall provide reasonable written notice intimating the Receiving Party with the details of such threatened breach, for the parties to mutually discuss the issue to take possible remedial action thereof.

9. Both parties shall treat the existence of this Agreement, its contents, and its subject matter as Confidential Information and require the written approval of other party prior to any public acknowledgement of this Agreement, its contents or its subject matter except as stated in clause 3 above.

10. This Agreement shall be governed by and construed in accordance with Indian laws and any dispute arising from it shall be subject to the exclusive jurisdiction of the competent courts at, India.

11. This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, and any attempted assignment without such consent will be void.

12. This Agreement will commence on the date first set forth above and will remain in effect for the duration of the contract from the date of last disclosure of Confidential Information by either party.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Non-Disclosure Agreement by their duly authorized officers or representatives.

Company: _____: _____:
Signature: _____ Signature: _____
Name: _____ Name: _____
Title: _____ Title: _____

ANNEXURE – XI - ONLINE EMD

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

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

A. Privacy Policy

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

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

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

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

B. General Terms and Conditions For E-Payment

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant’s website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.

6. **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term “**Charge Back**” shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider’s webpage, that is linked to the Website, is experiencing any server related issues like ‘slow down’ or ‘failure’ or ‘session timeout’, the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
 - i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
 - ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.
However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

C. Limitation of Liability

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

- (ii) any interruption or errors in the operation of the Payment Gateway.
4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

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

D. Miscellaneous Conditions:

1. Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.
2. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.
3. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
4. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
5. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;
 - i. Choose a new password, whenever required for security reasons.
 - ii. Keep his/ her User ID & Password strictly confidential.
 - iii. Be responsible for any transactions made by User under such User ID and Password.

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

E. Debit/Credit Card, Bank Account Details

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

- iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
- iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

F. Personal Information

1. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
2. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.
3. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.
4. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

G. Payment Gateway Disclaimer

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

H. General Terms and Conditions -

1. It is advised that all bidders make payment via RTGS/NEFT/Debit Card /Credit Card at least one day in advance to the last day. In the event of bidder making payment on the last day and same is not available for bidder for validation on account of any reason whatsoever, Balmer Lawrie & Co. Ltd., its banker or e-Procurement service provider or payment gateway service provider would not be held responsible in any manner. In such cases bidder may not be able to submit the tender.
2. It is the bidder's responsibility to ensure that RTGS/NEFT RTGS/NEFT/Debit Card /Credit Card payments are made to the exact details as mentioned in the challan. In the event of any discrepancy, payment would not be considered and would not be available for validation of EMD payment.
3. Bidder is required to generate challan for every tender since details in the challan are unique to the tender and bidder combination. Bidder is not supposed to use challan generated in one tender for payment against another tender.
4. Under no circumstance, including whether the bidder has made duplicate/incorrect payments or correct payments not validated by the bidder for which tender validity has expired, Balmer Lawrie & Co. Ltd. or its Banker or its service providers are under no obligation to disclose the details of payment made by any bidder.

5. If you attempt to add beneficiary through internet banking then add the beneficiary account number printed in challan only. Please note that every challan have different beneficiary account number and hence do not attempt to use the same beneficiary account number for multiple cases.
6. No part payment should be made using account of same bank or other bank. Kindly ensure that full amount should be paid in one transaction. If multiple payments are made from one bank or multiple banks, then case will be disapproved and amount will be auto refunded.

ANNEXURE – XII

Service Level Agreement for the Tender: Implementation of Digital Signature Solution and Employee Travel Management In SAP

1. Severity Level Details:

- Severity1 (Critical) - A critical function is not available or very seriously impaired. The impact on business is severe; few/large number of end users are unable to perform their normal work; and/or no readily available alternative exists. There is certainty of financial loss.
- Severity 2 (High) - An important service is seriously impacted by a problem. Few users are impacted. There is no realistic workaround available and financial, customer-related, or safety related impacts could occur.
- Severity 3 (Medium) - A non-critical service is unavailable or impaired by a problem. There is no direct immediate impact on business. Work can continue with minor disruptions or loss of efficiency. Alternative ways of performing normal work are available.
- Severity 4 (Low) - A minor problem or requests for enhancement or change to the system. A permanent workaround is in place but could result in loss of productivity to the user. This is a non-critical requirement or a cosmetic change, which disrupts neither the functional nor operational flow. Typically handled offsite.

2. SLA time for resolution of the issues will be as below:

Time To \ Severity Levels	Severity 1	Severity 2	Severity 3	Severity 4
Response Time	30 Minutes	1 hour	4 hours	1 Day
Workaround	1 Hours / ASAP	2 Hours	1 Day	2 Days
Resolution	2 Hours / ASAP	8 Hours	2 Days	4 Days

- Severity 1 issues would be attended on 24x7 basis.
- Severity 2, 3 and 4 issues would be attended within normal working hours.
- In case the issue requires OEM support / fix, support (if any) will be on hold till the OEM fixes the issue, bidder will test the same and confirms resolution of the same by the OEM.
- Initial problem statement, document numbers and relevant screenshots to be shared by BL. Further analysis and supporting screenshots should be gathered by bidder-

Note: SLAs for other services (Like change Requests) will be decided mutually.

_____ [signature with office seal]

In the capacity of _____ [Designation]

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

3. System Availability Requirements & Deduction for Non-performance for “Implementation of Digital Signature Solution and Employee Travel Management In SAP”

These availability requirements are associated with Non-Performance deduction to have desired uptime availability and delivery of service to BL. The availability requirements shall remain effective during stabilization and during AMC (Annual Maintenance Contract) period. Non-Performance deduction during these periods shall be calculated using the formula in respective columns of the following table. The bidder will maintain logs for each of the service provided and shall provide necessary reports which will help in ascertaining the service levels and calculation of Non-performance deduction. The said report should be mutually agreed by BL and Bidders.

The deductions would be in reference to the price schedule mentioned in Price Bid

Measurement	Expected Minimum Availability (In %)	Actual Availability (In %)	Non Performance Deduction During AMC	Non Performance Deduction During Stabilization Period
Severity Level 1	99.9	< 98.0	5% of QMC (quarterly maintenance cost)	5 % of project cost
Severity Level 2	95%	<90%	3% of QMC (quarterly maintenance cost)	3% of project cost
On severity level 3 &4 of SLA	90%	< 80.0	1% of QMC (quarterly maintenance cost)	1% of project cost

Note: BL reserves the right to revisit the AMC clauses and payment terms

_____ [signature with office seal]

In the capacity of _____ [Designation]

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