



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

NOTICE INVITING TENDER FOR MAINTENANCE OF BL INTRANET APPLICATION

BL/IT/HO/WEBINT/PT/202122/0008 Dated 15/09/2021

Contact Person	Ms. Ritu Mittal
Designation	Chief 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	8 TH October, 2021 till 4:00 PM

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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 Maintenance Of BL Intranet Website. 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 and without any deviation.

The Price bid has to be submitted online only in E-procurement price bid section. The Bid of a tenderer will be rejected if he/she submits a Hard copy Price Bid. Technical Bid is to be submitted in Hard Copy along with the EMD to Ms. Ritu Mittal, Chief Manager [IT], 4th Floor, 21, Netaji Subhash Road, Balmer Lawrie & Co. Ltd, Kolkata - 700001.

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 Gazette 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:

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email : blsupport[at]c1india[dot]com			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr. Lakshmanan P (Chennai)	lakshmanan@c1india.com	+91-8248990022	MON - SAT
3. Ujwala Rajesh Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-11244302000- Ext 114	MON - FRI
4. Helpdesk Support (Kolkata)	blsupport@c1india.com		MON - SAT
Escalation Level 1			
Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	

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/WEBINT/PT/202122/0008
2.	Earnest Money Deposit	EMD not applicable as per circular Ref BL/HO/PM/Nov/20-21/5 dated 25.11.20
3.	Date of Publishing of Tender document on the website	18 th September,2021
4.	Last date and time of receiving applicant's clarifications in writing	24 th September,2021 till 5:00 PM
5.	Pre-Bid date	kindly send your queries by mail before 24 th September,2021
6.	Last date and time for submission of Tender	8 th October,2021 till 4:00 PM
7.	Date and time of Technical Bid Opening	8 th October,2021 05:00 PM
8.	Validity of Price / Quoted Commercials	6 months
9.	Place of Submission of Bid	Technical Bid & EMD: Ms. Ritu Mittal, Chief 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.
- BL will examine the bids to determine whether they are complete, whether the original bidding document and Addendum / Corrigendum if any, have been returned with signed all the pages and the bids are generally in order.
- BL will examine the bidder's qualification and bids of only those bidders who meet the qualifying requirements shall be taken for detailed evaluation.
- The bids are required on ZERO DEVIATION. Techno-commercially acceptable Bids shall be considered for Price Bid opening and evaluation.
- 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.

i. Technical:

BL shall form an evaluation committee who shall score the bids as per the guidance below. The total technical evaluation would comprise of 100 marks.

ii. Technical Score Evaluation Methodology

Each Requirement will have a technical Score. The maximum sum of all the technical scores is equal to 100. Bidder must score minimum 60 marks to be technical qualified and to be considered for commercial evaluation. The score achieved by a solution will be called **Technical Score (TS)**

Sl. No.	Description	Total Marks	Allotment of Marks
1.	The bidder must have experience in executing Web development/Support Project for minimum 300 users and having Client turnover more than 500 crores, in the last 5 years	20	Number of such instances: > 10 = 20 Marks 5-10 = 15 Marks 1-4 = 10 Marks < 1 = 0 Marks
2.	Manpower Strength of the bidder's organization	10	No. of Support Personnel: > 60 = 10 Marks 41 - 60 = 07 Marks 30 - 40 = 04 Marks < 30 = 0 Marks
3.	Presentation by Vendors on approach and execution plan. *	20	To be evaluated by technical committee.
4.	Key resource profile and deployment plan. (CVs to be submitted for the team to be deployed for the support/project execution cycle. Upto 20% deviation accepted.)	10	CVs will be reviewed and marked by the committee
5.	Web applications developed / under maintenance using CakePHP framework, MySQL, Linux/Apache webserver & cloud services, CodeIgniter, CSS, HTML, ASP.NET, JavaScript, jQuery, Angular.JS, Node.JS, Bootstrap, CMS(PHP), AJAX for Indian Clients in last 5 years, Proven experience of handling/developing Responsive web design based web applications	15	>=15 websites = 15 Marks 10- 14 Websites = 10 Marks 5-9 Websites = 05 Marks <5 Websites = 0 Marks
6	Proven experience of UI/UX development work. designer's portfolios and design case studies to be evaluated by committee	5	>=2 websites = 5 marks =1 website = 2 marks =0 website = 0 marks
7	Proven experience of NIC web hosting and cloud services.	10	>=2 websites = 10 marks =1 website = 5 marks =0 website = 0 marks
8	Proven experience of developing OWASP compliant web applications and cyber risk mitigation web security audit reports of the developed web applications in last 3 years.	5	>=2 websites = 5 marks =1 website = 2 marks =0 website = 0 marks

9	Availability of development center in Kolkata	5	Yes = 05 marks No = 0 marks (Physical verification might be done without prior notice at the address provided).
	Total	100	

Note:

* = The date for presentation for the shortlisted bidders will be communicated separately.

iii. Commercial:

Price bids would be opened after technical evaluation. The price bids of the top 3 technically qualifying bids would be opened. From the eligible bids, based on the Technical evaluation the commercials would be scaled up as per the following:

Commercial Score = $(100 * L1) / \text{Bidder's Price}$

- Considering the technical influence and value impact of the above services proposed to be procured, relative weightage (**Technical: Commercial**) for quality and cost shall be assigned as **70:30**
- The contract/PO shall be awarded to the vendor with the highest combined score calculated using the following formula:

iv. Combined Score = (Technical Score assigned to the bidder*70%)
+
(Commercial Score assigned to the bidder*30%)

BL reserves the right to conduct negotiations with L1 bidder only in case it finds that Bidder's quote against one or more items to be abnormally high value.

Example:

Bidder 1:

TS=65, Price=20 Hence Commercial Score=100*5/20 = 25

Combined Score= 65+25=90

Bidder 2:

TS=60, Price=5 Hence Commercial Score=100*5/5 = 100

Combined Score= 60+100=160

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 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.
- iii. In case of any clear indication of cartelization or express or implied anti-competitive agreements between the Tenderers at the time of finalization of Tender or thereafter, which at any time i.e. before or after award of the Contract comes to the notice of the Balmer Lawrie, the Tendering Authority may reject the relevant Tenders, forfeit their EMD/Security Deposit, recover the losses as assessed by the Authority arising out of such anti-competitive practices of the Tenderer(s) and also recommend the case to the Ministry of Finance/Registrar of Companies/NSIC/Competition Commission of India or any other Department having appropriate jurisdiction or authority, for initiating necessary action including, but not restricted to, cancellation of license.
- iv. If the information given by the Tenderer in the Tender Document is found to be false/ incorrect at any stage, Balmer Lawrie shall have the right to disqualify/summarily terminate the Contract without prejudice to any other rights or remedies that the Corporation may have under the Contract and Law.

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 Timelines: As per SLA mentioned.

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 **twenty (20)%** 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 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

- During AMC period, the penalty arising out of breach of support SLA would be calculated (details would be mentioned during PO release) 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:

- 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

- 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 5 years	Certificate of Incorporation
Experience	<ul style="list-style-type: none"> • The bidder must have successfully completed minimum 10 dynamic Website Development projects with interactive UI with content management (including minimum 5 Government / PSU organizations) in the last 3 years. <ul style="list-style-type: none"> ○ At least 5 should have been developed using cake php framework with MySQL database ○ At least 6 should have responsive web design (RWD) ○ At least 2 mobile apps developed in Android platform for websites/webApp • The bidder should have successfully carried out 5 AMCs for maintenance support work of similar nature (minimum two should be Govt/PSU) in the last 3 years ending year 31/03/2021. 	Citation & proofs (PO copy, Certificates of satisfactory service, must be enclosed along with Website URLs) with relevant information.
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)
Manpower Strength	<ul style="list-style-type: none"> • The bidder should have minimum manpower strength of 30. • The bidder should have qualified personnel with thorough knowledge of: <ul style="list-style-type: none"> ▪ Linux, Apache, Cloud services, ▪ CakePHP framework, CMS (PHP) ▪ MySQL Server (administration and application development) ▪ JavaScript, jQuery ▪ HTML5, CSS ▪ ASP.NET, ▪ Java, Java Servlet, ▪ Web Programming skills ▪ cross-browser compatibility, ▪ Web User Interface Design (UI) ▪ Security compliant design and coding ▪ Object-Oriented Design, ▪ Web Services (REST/SOAP), ▪ Angular.JS, 	<ul style="list-style-type: none"> • Undertaking from the Authorized signatory of The Responder. • The CV of the employee has to be submitted • Web security audit reports of the developed web applications in last 3 years.

	<ul style="list-style-type: none"> ▪ Bootstrap, ▪ Website Optimization, ▪ XML, JSON, ▪ Ajax, ▪ API's, integration with other APIs (if required) ▪ Certified cybersecurity professional ▪ Responsive web design, ▪ cloud hosting and management, ▪ Invoke Webservices <ul style="list-style-type: none"> • The bidder should have experience of NIC web hosting and cloud services. • The bidder should have qualified Multimedia Content Developer with an experience of minimum 5 years. • The bidder should have qualified UI/UX Developer with an experience of minimum 5 years. • The bidder should have experienced and certified Cloud solutions architect with an experience of minimum 5 years • There should be a qualified program manager in the team with an experience of minimum 5 years. • The bidder must have experienced personnel who have at least 5 years of experience in complying the websites in making them security compliant as per OWASP standard. 	
Blacklisted	An undertaking (self-certified) that the bidder has not been blacklisted by a Central/State Government institution and there has been no litigation with any government department on account of similar services.	Undertaking (Signed & Stamped)
Certifications	The bidder should have ISO 9001:2008/ISO 9001:2015/ISO 27001 certification.	A copy of the valid certification to be enclosed.
Financial Stability	The bidder should have positive Profit Before Tax (PBT) for each year, during last three consecutive financials years.	Submit Certified / Audited Balance Sheet and P&L statement of last three years in support of profitability.

Section V

Technical Requirement

1. 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. 1592.77 crores and a profit of Rs. 156.65 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.

Balmer Lawrie has its applications hosted on various platforms like Linux / Windows etc. with different databases like MS SQL, DB2, MS Access etc. Some of these are hosted on in-house servers, some on 3rd Party hosting servers and others at NICSI.

Requirement Synopsis

Balmer Lawrie wishes to appoint competent bidders for Maintenance of Intranet website <https://blintranet.nic.in/> Including PRMBS <https://blintranet.nic.in/prmbs>. Intranet Mobile App available in play store

2. BL Intranet Website is developed using CakePHP & MySQL under Linux & Apache environment. It is CMS based site, managed through Admin panel. The vendor is expected to manage and maintain BL Intranet Site The vendor should deploy resources having extensive knowledge & background in CMS (Content Management System) to manage websites using CakePHP, Linux environment with MySQL Database.

3. Scope of work

The selected vendor shall monitor & optimize BL Intranet website for performance (e.g. ensuring sites have enough storage space, are loading quickly etc.) and ensure adherence to the uptime guarantee, backup frequency and success, etc. maintenance of all pages, including new pages (English & Hindi) should necessarily be developed and maintained in the CMS and static HTML pages are to be avoided.

All the new development(s) should be in compliance to existing standards and should be free from all known vulnerabilities and Bugs. The service provider to ensure that modules being developed for the website should go through a mandatory Quality Control and QA testing. All website updates are time bound. Generally, the website updates are carried out between Monday-Saturday (9.30 AM –6.30 PM) however in order to meet certain statutory & regulatory compliances updates may be required post support hrs. / Public holidays as well. Prior intimation would be sent to the vendor.

The vendor is also required to perform the following activities but not limited to:

The website AMC would cover the following:

- The site should be monitored for broken links, bugs if any
- The bidder should help BL upload contents which cannot be uploaded using content management
- The look and feel and the design need to be updated annually without disturbing the main framework of the site.
- The server which is hosted in NIC needs to be monitored in terms of performance and space, services and other aspects.
- The website backup should be taken regularly from NIC/any other 3rd party web servers as and when required.
- The support staff should have knowledge of Third-Party tools installation, configuration and troubleshooting.
- The support staff should have the capability of installing and updating SSL certificate for the site
- Vendor would be required to share technical knowhow/training with personnel nominated by BL.
- The bidder should provide access to a ticketing platform to track and raise issues.
- The vendor would be required to coordinate/liase with NIC service desk and technical team for troubleshooting any technical issues pertaining to the web application.
- The Vendor would be required to undertake modification, beautification including animation (wherever deemed appropriate or required), social media Integration and updation of the content to the utmost satisfaction of the BL. Vendor is expected to provide support and solution in-case of any unforeseen attacks/security incident.
- The scope includes the existing mobile APP

New development

The bidder should be able to take up development jobs in case new pages need to be developed.

The bidder should assign required personnel for the development/testing and deliver the same as per project plan.

The bidder would be required to share/update User Manual document for any new development/enhancement.

All developments which need an effort up to 10 productive days during the month will part of AMC.

All development work beyond 10 working days would be taken up as Change request by the bidder and a separate PO for the same would be issued and vendor would be required to share daily effort log report of the resources working on the change request.

The Vendor also has to provide all technical support to BL related to Software including hosting and domain registration, in case requirement arises.

Vendor should assist with integration of any code (enhancement) developed by BL team with the existing source code.

Vendor should be capable enough to support in case of migration/change of web hosting server.

Vendor should be capable enough to undertake upgrade/migration activities for the existing web development framework.

Vendor should be capable enough to support and implement cloud computing solutions if required, (includes designing the cloud infrastructure, designing the cloud application architecture, and designing the cloud security architecture.)

Preventive Maintenance: Bidder shall conduct preventive maintenance (including but not limited to inspection, testing, and satisfactory execution of all diagnostics. The selected bidder is required to provide a preventive maintenance checklist along with a schedule.

The Vendor will hand-over the source code with complete documentation softcopy to BL and undertake to debug any flaw in development work.

The Vendor must ensure the confidentiality and security of data to be maintained

Patch Management: Evaluation of suitability/requirement of Microsoft Windows Servers / Linux patches and application of the same on all servers if required.

Help Desk Management: All Call Log details (website updates / issues etc.) are to be managed and maintained by the selected vendor. Online access of all Issues/Tickets with as on date status (centralized helpdesk) to be maintained. The knowledge base of issue logs is to be maintained.

The bidder will have to establish a Help Desk which shall remain open from 9.30 AM to 6:30 PM (Monday to Friday) The services may also be required before or after the above-mentioned hours depending on specific demands from our business users

Vendor must adopt industrial standard methodology for Change Management and Content Change tracking for BL Websites

Vendor is liable to fix bugs/issues as reported from time to time by BL team.

The Vendor will have to arrange for mobile / telephone facility to the engineer to facilitate immediate contact from BL personnel

Audit Gap Closure: The vendor is expected to undertake remedial action for all alerts /audit findings / observations /guidelines raised by the auditors /security system or Government agencies/ observations on security tools etc. Vendor is expected to provide compliance for all AUDIT observations as and when required and addressing of Audit gaps. The vendor is also expected to extend its support during third party audit, if any, for BL websites.

Website Security Audit: The successful bidder must provide support in performing the website security Audit and perform Gap closure on yearly basis as per ministry guidelines.

Content Management System (CMS) & Layout Updates: Changes to Web Pages, Up-loading / removing / creating /moving of web pages , banners, layout updates, modification/development of graphics-animation, flash content, advertisements etc. Edit, optimize and incorporate content in the form of text, photographs, images and videos etc. provided by BL into the website. Providing links to other sites & URLs as and when required. Further development of Special Themes (for National Holidays, Foundation Day etc.) may be required to be developed, limited to 15 in a year.

The Vendor will have to convert any material sent in soft copy format (MS-Word/PageMaker or any other format) to PDF/HTML (or any other format as and when necessary) format before hosting

Deploying on Staging Environment: Staging environment is setup at BL (HO). The vendor is required to deploy latest running copy of the website on Staging server. Versioning of source code is to be maintained and reporting the same (Monthly). Further Vendor shall provide complete backup of source code changes carried out / new code developed at the end of each enhancement as and when required.

Website Security & Performance Monitoring: The selected vendor must maintain the integrity of the site against spam, ransomware, hackers, viruses and electronic attacks via firewalls, security software and passwords and social media postings regarding inappropriate Comments. This would include checking the content given by BL itself for in-built vulnerabilities or if they would cause vulnerabilities. An indicative list is provided as below, however the vendor may propose the industry wise best approach ahead:

- Review various Custom DLL's for potential security breaches
- Stop DDoS Attacks
- Prevent cross site scripting vulnerabilities
- Block Phishing Lure Pages
- Identify DNS & WHOIS Changes
- Real Time and Zero Day Patching
- Monitor Changes to SSL Certificates / Installation of SSL Certificates
- Actively Detect & remove Malware and Prevent Intrusions
- Web performance analysis, Tuning of Database and Operating System
- Review configurations for OS/web server and cakephp, provide recommendations
- Health check and space utilization
- Patch updates
- Coordination with Hosting Partner to resolve hosting / performance / security patching related issues etc.
- Crash report analysis
- Database migration/update (if required)

Incidence & Response Management: The Vendor shall co-operate with the appointed representatives of BL in case of security incidents. The incident response process will seek to limit damage and may include the investigation of the incident and notification of the appropriate authorities.

A summary of all security incidents shall be made available to BL on a fortnightly basis. Significant security incidents will be reported on a more immediate basis.

Major Enhancements / Module Development: Enhancements catering to approx. 90-man days of effort in a year may be required to be undertaken by the vendor, catering to various business needs will be already included in the cost mentioned. Such requirements may NOT be treated as a Change requests depending upon the complexity/effort required.

Development of any new modules and enhancements to the existing modules will be the responsibility of the vendor. In the event of any major change /module to be developed, the vendor may be required to deploy additional resource onsite for understanding the requirements/ trouble shooting / new module development etc. Such requirements may be treated as a Change requests depending upon the complexity/effort required. Price of Change Requests will be as per the Price Bid.

Further, on the bottom of every page information regarding copyright should be displayed.

Webmaster Services (Onsite/ Offsite): The vendor will assign a webmaster onsite/offsite. The indicative list of activities to be performed is as below:

- Content Updates (Addition, Deletion and Updating), Fixing broken Links and Images
- Check Compatibility of Website Code with various browsers (Crossbrowser compatibility)
- Test site functionality, ease of use and load time
- Backup Management

- Site Backup (Weekly)
- Maintaining the Staging Environment at BL (HO) (Weekly)
- Scanning website and provide security against hackers and spammers.
- In case the Resource is deployed Onsite, he/she would be governed by BLs leave calendar

Required Skill Set - Webmaster: He/she must have good knowledge of HTML/ HTML5, CSS, XML, Java, JSON, JavaScript, JQuery, Bootstrap, FTP Services, Node.js, AJAX, Angular.js, Java Servlet, SOAP/REST APIs, API Integration, ASP.NET, PHP, CodeIgniter, CakePHP framework, and Web Services, APACHE HTTP/TOMCAT & LINUX, Knowledge of MySQL Server, Android, iOS and Cloud hosting Services.

Project Monitoring: Following reports are required to be furnished as per the frequency stated to:

- Website Performance Report – Google Analytics Report (Monthly)
- Load Test Report of website Performance (Annually)
- Security Vulnerability Assessment Report (Fortnightly)
- Ticket Analysis – SLA Response (Weekly, and quarterly compiled report to be shared along with payment demand raised)
- Confirmation of Staging environment Update (with latest Code Backup)

Bidder is supposed to assign a dedicated project manager and share the escalation matrix.

Any payments would be released basis the availability of above reports along with the demand raised.

Assumptions & Dependencies:

- Content (Hindi and English) shall be provided by BL. As far as possible the same will be in electronic form, however if required the agency will have to convert physical formats to electronic formats.
- Conversion of content (English to Hindi) shall be BL responsibility.
- Vendor is required to assist in smooth Knowledge transition/handover with other vendor after the expiry of the contract term or incase the contract is terminated by BL due to poor service quality or non-compliance of the above stated service conditions.
- For user responses/queries simple text-based facilities to be provided for input Webmaster / Manager shall monitor and will have provision to forward the same to appropriate units through internal mail.
- For any copyright claims arising due to the use of copyright materials (Images/gifs/logo/animation/any multimedia content etc.) for web development/enhancement work, vendor would be liable to address/pay copyright damages to the original owner/claimant.
- Archive: The system shall need Date and Time stamping of all Data entered through Admin in different sections of the Web Portal.

SLA (Service Level Agreement)

The SLA table below specifies support /maintenance /metric along with Mean Time to Respond – “MMTR 1” and Mean Time to Resolve “MMTR 2”

S. No.	Service	MMTR 1 (HH:MM)	MMTR2 (HH:MM)
1.	For application related problems bug fixing /enhancements / new modules development	Severity - HIGH: 30 min. - Medium: 2 Hrs. - LOW: 4 Hrs.	Within agreed timelines Penalty of 0.1% from the Quarterly payment per incident shall be deducted for non-adherence to the schedule.
2.	For content related problems/ uploading, minor changes to webpages etc.	Severity - HIGH: 30 min. - Medium: 2 Hrs. - LOW: 4 Hrs.	3 business hrs. Penalty of 0.1% from the Quarterly payment per incident shall be deducted for non -adherence.
3.	Review and response to pending open requests	5 business hrs. with for effort estimation details	Within agreed timelines

Note: The Website content update services may also be required before or after the (9.30 AM – 6.30 PM) on Business working days/ exceptionally on holidays, depending on specific demands. The vendor is expected to provide support for the same, on best effort basis. Prior intimation will be sent across to the vendor as and when necessary. Also, for Application Functionality that require online submission of application, remote/e-mail technical support to be provided to Applicants, as and when necessary.

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

Section VI

Annexure & Price Bid Format

ANNEXURE I

Bid form – Techno-Commercial Bid Submission for Maintenance of BL Intranet Website

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

Sriram Chavali Date:

CIO
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 Maintenance of BL Intranet Website.

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

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

Price Bid for Solution:

Sl.	Item Description	Year 1 (A) Amount in Rs.	Year 2 (B) Amount in Rs.	Year 3 (C) Amount in Rs.	Year 4 (D) Amount in Rs.	Year 5 (E) Amount in Rs.	Total Price Excluding Taxes (Rs.) (A+B+C+D+E)	Applicable GST/Tax (in %)
P1	BL Intranet Website and mobile app Maintenance							
P2	Cost for maintenance of the 3 rd party server where the web application is hosted							
P3	Blended Man day Rate for New Developments/Change Request							

Taxes and other details:

- Taxes and other components to be shown separately.
- Invoices for maintenance will be submitted on Quarterly basis, along with all the necessary reports.
- Commercial bids to be submitted for all the 5 years.
- Offsite support is expected. Only in case of BL request the team might need to visit BL office in Kolkata.
- The Commercials quoted in the eProcurement Platform will be valid for 5 year from date of contract with successful bidder. The AMC would be renewed every year based on the bidders performance. BL has the right to terminate the contract due to performance or appropriate manpower allocation issue.
- **Man-Months Rate will be used for calculating L1.**
- Please mention NA / 0 wherever values are not applicable.
- If Taxes are exempted, then exemption certificate(s) is/are to be enclosed.
- Taxes shall be payable at existing rate on the applicable services.

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

_____ [signature with office seal]

In the capacity of _____ [Designation]

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

ANNEXURE-III:

BID COMPLIANCE STATEMENT:

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

NAME OF WORK: Notice Inviting Tender for Maintenance of BL Intranet Website

TENDER ENQUIRY NO.:

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

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

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

SIGNATURE OF BIDDER :

(With name of authorized signatory & designation)

NAME OF BIDDER :

COMPANY SEAL

ANNEXURE-IV:

FINANCIAL DETAILS:

A. ANNUAL TURNOVER STATEMENT

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

FINANCIAL YEAR	ANNUAL TURNOVER (IN RS.)	NET WORTH (IN RS.)	REMARKS
2020-21			
2019-20			
2018-19			

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 / O / CASH CREDIT D																				
08	BENEFICIERY'S NAME																					
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10	EMAIL ID																					
11	TELEPHONE/MOBILE NO.																					
12	GST PID																					
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ANNEXURE VI: Bidder's Profile

Reference no.:

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.:

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 Documents	Supporting

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 202_

For

(Name of the Bank with office seal)

ANNEXURE-IX:

Payment Milestones

Payment for the services would be made to the successful bidder against receipt of invoices as under:

- a)** For annual support services, invoices will be raised on a quarterly basis at the end of each quarter.
- b)** For approved and completed additional man-day effort during a quarter, invoice will be raised at the end of each quarter. Payment will be released after proper approval from the BL project manager.
- c)** For maintenance of the 3rd party server where the web application is hosted, the invoice will be raised on yearly basis.

Please note, separate PO will be issued every year for the AMC period(s).

ANNEXURE – X- NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “Agreement”) is made on thisday of.....2021between 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: Pre-Contract Draft Integrity Pact

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of 2021, between, on one hand through Shri, *Designation of the officer*, Balmer Lawrie & Co, Ltd, 21, N.S. Road, Kolkata 700 001 (hereinafter called the “BL”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s represented by Shri....., Designation (hereinafter called the “BIDDER/MANAGEMENT CONSULTANT” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS BL proposes to “ **Engagement of Management Consultant to define on-premise or cloud solution for SAP application as future strategy**” and the BIDDER/MANAGEMENT CONSULTANT is willing to offer/has offered and

WHEREAS the BIDDER/MANAGEMENT CONSULTANT is a Company registered under Companies Act, 1956/2013 or a partnership firm registered under LLP Act, 2008 Registered with the Service Tax Authorities, constituted in accordance with the relevant law in the matter and BL is a PSU under Ministry of Petroleum and Natural Gas (MOPNG).

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling BL to obtain the desired said work define at **Annex** at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER/MANAGEMENT CONSULTANT to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and BL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of BL

- 1.1 BL undertakes that no official of BL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/MANAGEMENT CONSULTANT, either for themselves or for any

person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

- 1.2 BL will, during the pre-contract stage, treat all BIDDER/MANAGEMENT CONSULTANT alike, and will provide to all BIDDER/MANAGEMENT CONSULTANT the same information and will not provide any such information to any particular BIDDER/MANAGEMENT CONSULTANT which could afford an advantage to that particular BIDDER/MANAGEMENT CONSULTANT in comparison to other BIDDER/MANAGEMENT CONSULTANTS.
 - 1.3 All the officials of BL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case of any such preceding misconduct on the part of such official(s) is reported by the BIDDER/MANAGEMENT CONSULTANT to the BL with full and verifiable facts and the same is *prima facie* found to be correct by BL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by BL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by BL the proceedings under the contract would not be stalled.

3. Commitments of BIDDER/MANAGEMENT CONSULTANT

The BIDDER/MANAGEMENT CONSULTANT commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER/MANAGEMENT CONSULTANT will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of BL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 3.2 The BIDDER/MANAGEMENT CONSULTANT further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of BL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
- 3.3 BIDDER/MANAGEMENT CONSULTANTS shall disclose the name of Consortium/Joint-Venture/

Sub-contracting and representatives and Indian BIDDER/MANAGEMENT CONSULTANTS shall disclose their foreign principals or associates.

- 3.4 BIDDER/MANAGEMENT CONSULTANTS shall disclose the payments to be made by them to Consortium/Joint-Venture/ Sub-contracting or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER/MANAGEMENT CONSULTANT further confirms and declares to BL that the BIDDER/MANAGEMENT CONSULTANT is the original not Consortium/Joint-Venture/ Sub-contracting for engagement of Management Consultant for the project. However, in order to bridge the competency gap, Management Consultant may hire respective domain expert's manpower/ resources from any sources at their end.
- 3.6 The BIDDER/MANAGEMENT CONSULTANT, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of BL or their family members, Consortium/Joint-Venture/ Sub-contracting or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER/MANAGEMENT CONSULTANT will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER/MANAGEMENT CONSULTANT will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER/MANAGEMENT CONSULTANT shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by BL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER/MANAGEMENT CONSULTANT also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER/MANAGEMENT CONSULTANT commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER/MANAGEMENT CONSULTANT shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER/MANAGEMENT CONSULTANT or an employee of the BIDDER/MANAGEMENT CONSULTANT or any person acting on behalf of the BIDDER/MANAGEMENT CONSULTANT,

either directly or indirectly, is a relative of any of the officers of BL, or alternatively, if any relative of an officer of BL has financial interest/stake in the BIDDER/MANAGEMENT CONSULTANT's firm, the same shall be disclosed by the BIDDER/MANAGEMENT CONSULTANT at the time of filling the tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER/MANAGEMENT CONSULTANT shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of BL.

4. Previous Transgression

4.1 The BIDDER/MANAGEMENT CONSULTANT declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER/MANAGEMENT CONSULTANT's exclusion from the tender process.

4.2 If the BIDDER/MANAGEMENT CONSULTANT agrees that if it makes incorrect statement on this subject, BIDDER/MANAGEMENT CONSULTANT can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money/Security Deposit

5.1. While submitting commercial bid, the BIDDER/MANAGEMENT CONSULTANT shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, with BL through any of the following instruments:-

(i) Bank Draft or a Pay Order in favour of _____.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to BL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by BL shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of contractual obligations to complete satisfaction of both the BIDDER/MANAGEMENT CONSULTANT and BL, including warranty period, whichever is later.

5.3 In the case of successful BIDDER/MANAGEMENT CONSULTANT a clause would also be

incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by BL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by BL to the BIDDER/MANAGEMENT CONSULTANT on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violation

6.1 Any breach of the aforesaid provisions by the BIDDER/MANAGEMENT CONSULTANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/MANAGEMENT CONSULTANT) shall entitle BL to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER/MANAGEMENT CONSULTANT. However, the proceedings with the other BIDDER/MANAGEMENT CONSULTANT(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by BL and BL shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/MANAGEMENT CONSULTANT.
- (iv) To recover all sums already paid by BL, and in case of an Indian BIDDER/MANAGEMENT CONSULTANT with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER/MANAGEMENT CONSULTANT from a country. If any outstanding payment is due to the BIDDER/MANAGEMENT CONSULTANT from BL in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bank guarantee, if furnished by the BIDDER/MANAGEMENT CONSULTANT, in order to recover the payments, already made by BL, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER/MANAGEMENT CONSULTANT. The BIDDER/MANAGEMENT CONSULTANT shall be liable to pay compensation for any loss or damage to BL resulting from such cancellation/rescission and BL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/MANAGEMENT CONSULTANT.

- (vii) To debar the BIDDER/MANAGEMENT CONSULTANT from participating in any bidding process of the Government of India for a minimum period of five years, which may be further extended at the discretion of BL.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by BL with the BIDDER/MANAGEMENT CONSULTANT, the same shall not be opened.
 - (x) Forfeiture of Performance Bank Guarantee in case of a decision by BL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 BL will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER/MANAGEMENT CONSULTANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/MANAGEMENT CONSULTANT), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of BL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER/MANAGEMENT CONSULTANT shall be final and conclusive on the BIDDER/MANAGEMENT CONSULTANT, however, the BIDDER/MANAGEMENT CONSULTANT can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

- 7.1 The BIDDER/MANAGEMENT CONSULTANT undertakes that it has not supplied/is not supplying the similar services or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that the similar services/systems or sub-system was supplied by the BIDDER/MANAGEMENT CONSULTANT to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/MANAGEMENT CONSULTANT to BL, if the contract has already been concluded.

8. Independent Monitors

- 8.1 BL has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact, in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

- 8.3 The Monitors shall not be subject to the instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of the meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by BL.
- 8.6 The BIDDER/MANAGEMENT CONSULTANT(s) accepts that the Monitor has the right to access without restriction to all Project documentation of BL including that provided by the BIDDER/MANAGEMENT CONSULTANT. The BIDDER/MANAGEMENT CONSULTANT will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/MANAGEMENT CONSULTANT/Subcontractor(s) with confidentiality.
- 8.7 BL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BL/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by BL/BIDDER/MANAGEMENT CONSULTANT and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, BL or its agencies shall be entitled to examine the Books of Accounts of the BIDDER/MANAGEMENT CONSULTANT and the BIDDER/MANAGEMENT CONSULTANT shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of BL.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both BL and the BIDDER/MANAGEMENT CONSULTANT, including Exit management and Transition period, whichever is later. In case BIDDER/MANAGEMENT CONSULTANT is unsuccessful, this Integrity Pact shall expire after six months from the date of signing the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The Parties hereby sign this Integrity Pact at _____ on _____.

BIDDER/MANAGEMENT CONSULTANT

BALMER LAWRIE

Name of the Officer Designation

Name of the Officer with Designation

1. _____

1. _____

2. _____

2. _____