



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

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NOTICE INVITING PUBLIC TENDER FOR TRAVEL PRODUCT DEVELOPMENT,  
DEPLOYMENT AND MAINTENANCE OF SOLUTIONS FOR BALMER LAWRIE SBU-T&V

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TENDER NO. : **BL/TV/SCO/ITAPPL/PT/201819/0002**  
TENDER PUBLICATION DATE : **28.02.2019**  
TENDER DUE DATE : **22.03.2019**  
TENDER HOSTING WEB SITE : <https://balmerlawrie.eproc.in>  
<https://www.balmerlawrie.com>  
<https://eprocure.gov.in>  
  
TENDER IN-CHARGE : **Mr. Partha Mitra,**  
[mitra.p@balmerlawrie.com](mailto:mitra.p@balmerlawrie.com)  
ADDRESS : **4<sup>th</sup> Floor, IT Department,**  
**21 NS Road, Kolkata - 700001**

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**Disclaimer**

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

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## SECTION-1: INVITATION FOR BIDS

### 1. Tender Schedule:

<b>Tender No. &amp; Date</b>	<b>BL/TV/SCO/ITAPPL/PT/201819/0002</b>
<b>Job</b>	<b>Travel Product Development, Deployment and Maintenance of Solutions for Balmer Lawrie SBU-T&amp;V</b>
<b>Cost of Tender Document</b>	Nil (Free Download from the tender site)
<b>Tender Publication Date</b>	<b>28.02.2019</b>
<b>Pre Bid Queries Submission Date</b>	<b>08.03.2019 before 1830 Hours IST</b>
<b>Pre Bid meeting Date</b>	<b>11.03.2019 before 1830 Hours IST</b>
<b>Tender Submission Date</b>	<b>21.03.2019 at 0630 Hours IST</b>
<b>Place of Submission of Bid</b>	<p><b>Techno-commercial –To be submitted online as well as hard copy</b></p> <p>Mr. Partha Mitra, AVP-IT Balmer Lawrie &amp; Co. Ltd, 21, N.S. Road, Kolkata 700 001. Tel : (033) 22225459, Fax : (033) 22225253 Email : <a href="mailto:mitra.p@balmerlawrie.com">mitra.p@balmerlawrie.com</a></p> <p><b>Price Bid</b> -To be submitted online <b>only</b> at <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a></p> <p><b>The bid will be rejected if the Price Bid is submitted in hard copy</b></p>
<b>Technical Query</b>	Interested bidders can send emails to <a href="mailto:mitra.p@balmerlawrie.com">mitra.p@balmerlawrie.com</a> for any technical query
<b>Bid Security/ Earnest Money Deposit</b>	<p>50,000/- (Indian Rupees Fifty Thousand only). – This will not attract any interest.</p> <p>Registered micro and small enterprises shall be exempted furnishing EMD, subject to their submission of their registration details. EMD has to be submitted online only. Please refer to Clause.7 in SECTION-1 of this document for more details.</p>
<b>Validity of Bid</b>	180 days from the tender submission date

2. Balmer Lawrie & Co. Ltd (BL) invites sealed bids from eligible bidders for “Travel Product Development, Deployment and Maintenance of Solutions for Balmer Lawrie SBU-T&V”. You are requested to submit your offer in a Two-part bid for the subject as per the Technical specifications, Functional requirements, Scope of Work and terms & Conditions mentioned in this Tender document.
3. The bidder can download the bidding documents from website at <https://balmerlawrie.eproc.in>.
4. The tender document consists of:-
  - SECTION 1: INVITATION FOR BIDS**
  - SECTION 2: INSTRUCTIONS TO BIDDERS**
  - SECTION 3: MANDATORY QUALIFICATION CRITERIA**
  - SECTION 4: BUSINESS REQUIREMENT**
  - SECTION 5: COMMERCIAL TERMS & CONDITIONS**
  - SECTION 6: SLA**
  - SECTION 7: TECHNICAL SPECIFICATIONS/ REQUIREMENTS**
  - ANNEXURES-**
    - 1: BID-FORM (TECHNO\_COMMERCIAL BID SUBMISSION LETTER)**
    - 2: BID COMPLIANCE STATEMENT**
    - 3: PRICE BID FORMAT**
    - 4: NON DISCLOSURE AGREEMENT(Wherever Applicable)**
    - 7: BIDDER'S PROFILE**
    - 8: PERFORMANCE BANK GUARANTEE (Wherever Applicable)**
    - 9: HSE INSTRUCTIONS**
5. It shall be the responsibility of the persons submitting the bid to ensure that the bid has been submitted in the specified format and as per the terms and conditions of the tender documents and no change should be made therein. In the event of any doubt regarding the terms and conditions / formats, the person concerned may seek clarifications from the authorized officer of BL. In case any tampering / unauthorized alteration is noticed in the bid submitted from the bidding document available on the BL Website, the said bid shall be summarily rejected and the company shall have no liability whatsoever in the matter. However, deviations, if any, proposed by the bidder may be separately indicated for acceptance in a deviation note or otherwise as proposed by BL.
6. Bidders are required to submit their bids in two parts :
  - i. Techno-Commercial Bid &
  - ii. Price Bid

**Techno-Commercial Bid:** This should contain all the required documents such as but not limited to solution/consultancy proposal along with relevant technical literature and data sheets, BoM with part codes, compliance to technical specifications, unpriced commercial bid and acceptance to all commercial terms and conditions etc. For a complete list of documents to be submitted under Techno-Commercial Bid, please refer to Point 2.3.7 under SECTION 2-INSTRUCTION to BIDDERS.

**Price Bids:** This should contain Prices and Taxes against all the line items in Price Bid Format specified in **Annexure-3**.

7. **Earnest Money Deposit [EMD]** of ₹ 50,000/- (Rupees Fifty Thousand only) is to be paid online as per Annexure –5 in this tender document. Demand Draft as form of payment will only be acceptable towards EMD. EMD will be refunded to unsuccessful bidders after finalization of tender. 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.

7.1. Any bid not accompanied with the prescribed bid security/EMD, shall be rejected by BL as non-responsive.

7.2. 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)”.

7.3. 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.

8. Incomplete tenders shall be liable for rejection without seeking any further clarification. BL also reserves the right to reject any or all tenders without assigning any reasons whatsoever.

## SECTION-2: INSTRUCTION TO BIDDERS

2.1	General Definitions
2.2	General conditions of the Tender & General Instructions to Bidders for E-Tendering

### 2.1 General Definitions

- 2.1.1 The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:-
- a. Balmer Lawrie & Co. Ltd shall mean a Company registered under Indian Companies Act 1956, with its Registered Office at 21, N.S Road, Kolkata 700001 and its Authorized Officers or its Engineer or other Employees authorized to deal with this contract.
  - b. "SITE" shall mean the place or places, including Project site where the system will be delivered and installed
  - c. "BIDDER" shall mean the individual, or firms who enters into this Contract with Balmer Lawrie and shall include their executors, administrators, successors and assigns.
  - d. "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement, etc., pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
  - e. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by Balmer Lawrie.
  - f. "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
  - g. "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the work order, the accepted General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, etc.
  - h. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by Balmer Lawrie and incorporated in the Agreement.
  - i. "VALIDITY OF THE CONTRACT" The contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of Balmer Lawrie.
  - j. "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.
- 2.1.2 The above mentioned general conditions shall be read in conjunction with the other conditions of contract, special conditions of contract, Technical Specifications etc. shall be considered as an extension and not in limitation of the obligations of the Bidder. In case of discrepancy, if any, between these conditions the precedence shall be as stated elsewhere in the special conditions of contract.
- 2.1.2. Complaints, notices, communications and references shall be deemed to have been duly given to the Bidder, if delivered to the Bidder at his declared address or to his authorized agent /representative.

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

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

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

- *“corrupt practice”* means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution;
- *“fraudulent practice”* means a misrepresentation of facts in order to influence the procurement process;
- *“collusive practice”* means designs to establish bid prices at artificial, non- competitive levels to deprive BL of the benefits of competition.

### **2.2.2 Cost of Bidding**

There will be no cost of the Tender Document.

### **2.2.3 Expenses**

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

### **2.2.4 Discrepancy in Tender Document**

Should there be any discrepancy, inconsistency, error or omission in the Tender Documents, the Tenderer shall bring it to the notice of the BL officer for necessary clarification / action. In the event such matters are referred to later the decision of the BL Officer directing the 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.

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

### **2.2.5 Amendment of bidding documents**

BL may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However in case of such amendment, the Bid submission date may be extended at the discretion of BL. Any amendments/corrigendum, as and when required, will be uploaded only on the website of the company [www.balmerlawrie.com](http://www.balmerlawrie.com), <https://balmerlawrie.eproc.in> and related Govt. of India websites, where these tender is floated. Interested vendors should regularly visit these websites for any updates. BL is not liable in case the bidder(s) fail to make note of such amendments.

**2.2.6** Bidder can seek any clarification on RFQ document through emails to [abc@balmerlawrie.com](mailto:abc@balmerlawrie.com) as per the Pre Bid clarification dates mentioned in this tender, clearly mentioning the bidder name, Tender no. etc.

### **2.2.7 Documents accompanying the Technical bids**

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

- a. Bid form (techno-commercial bid submission letter) – This should be signed by an authorized person holding Power of Attorney to act on behalf of the Bidder.
- b. Power of attorney in original or duly notarized.
- c. Response and proof pertaining to Mandatory Qualifying Criteria.
- d. BL's RFP duly stamped & signed by the authorized signatory in token of acceptance of all terms & conditions mentioned in this document .
- e. All Forms and Annexures attached duly filled and signed and stamped.
- f. The full Bill of Material (BoM) with part number and the quantity needs to be mentioned in the submitted document. Individual item needs to be clearly mentioned as Hardware, Software or Service.
- g. Un-priced copy of the price schedule clearly marking "XXX" wherever price is quoted mentioning applicable taxes and duties with declaration on it that "The Price bid is as per the format requested & prices submitted are in the units specified in the tender without any conditions attached" under the signature of the authorized signatories.
- h. Complete documentation (Solution Deployment along with relevant technical literature and data sheets pertaining to scope of work as mentioned in SECTION 4(Business Requirement section)
- i. Product brochures and cross reference document pertaining to technical specification (as relevant).
- j. Provide an undertaking that the bidder will ensure back-to-back support arrangement with OEMs during the warranty and AMC periods under each PO for any hardware/software issues in true spirit of the contract SLAs in a satisfactory manner to ensure that the supplied solution functions smoothly in BL environment.
- k. Non-Disclosure Agreement (NDA) form (Specimen enclosed) duly signed by the Authorized signatory (to be submitted by successful bidder within 15 days of issue of Purchase Order).

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

Bidders are expected to submit all necessary documents in support of fulfillment of eligibility criteria. However, in case any further document is found necessary for proper assessment, the bidder may be asked to furnish the same within the technical evaluation period at the sole discretion of BL.

#### **2.2.8 Submission**

The Bidder shall seal the Techno-commercial bid. The envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall

- be addressed to BL at the address given in the "IFB" and
- bear the Invitation for Bids title and number, and the statement "DO NOT OPEN BEFORE----- (date) and ----- (time) i.e. the date and time of bid opening mentioned in the "IFB".
- The envelopes shall indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "not fit to be opened."

If the outer envelope is not sealed and marked as mentioned above, BL will assume no responsibility for the bid's misplacement or premature opening.



### 2.2.9 Directions for online bid submission

Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:

- i. Bidders are advised to log on to the website (<https://balmerlawrie.eproc.in>) and arrange to register themselves at the earliest.

- **Registration with e-Procurement platform:**

For registration and online bid submission bidders may contact the following personnel (HELP DESK of M/s C1 India Pvt. Ltd.) or they can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>.

Name	E-mails	Phone Numbers	Availability (1000-1830 Hrs)
Mr. Tirtha Das	tirtha.das@c1india.com	+91-9163254290	Mon-Fri
Mr. Partha Ghosh	partha.ghosh@c1india.com	+91-8811093299	Mon-Fri
Mr. CH. Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284159	Mon-Fri
Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	Mon-Fri
Helpdesk Support (Kolkata)		+91-8017272644	Mon-Sat

Escalation Level	Name	Email ID	Phone Number
Level 1	Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
Level 2	Mr. Ashish Goel	ashish.goel@c1india.com	+91-9818820646
Level 3	Mr. Achal Garg	achal.garg@c1india.com	

- **Digital Certificate authentication:**

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

- ii. The system time (IST) that will be displayed on e-tender web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
- iii. Bidders are advised in their own interest to ensure that their bids are submitted in e-tender system well before the closing date and time of bid. If the tenderer intends to change/revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

### 2.2.10 Disclaimer for e-procurement:

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

**2.2.11 Extension of bid submission**

Bids/ Offers shall not be permitted in e-procurement system after the due date/ time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.

BL may however, at its discretion, extend this deadline for submission of bids in which case all rights and obligations of BL and Bidders will thereafter be subject to the deadline as extended. Information on deadlines would be uploaded in the website.

**2.2.12 No Deviation**

Please note that this is a no deviation and no assumption bid. Bidders should abide by all the terms and technical requirement mentioned in this Tender or further corrigendum as and when issued.

**2.2.13** No responsibility will be taken by BL and/or the e-tender service provider for any delay due to connectivity and availability of website. They shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. It is advisable that bidders who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as BL officials.

**2.2.14** BL and/or the e-tender service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

**2.2.15 Submission of Hard copies**

**Under no circumstances the Price Bid should be submitted in physical form.** The technical documents should however be submitted in hard copy as well as the e-procurement site.

**2.2.16 Deactivation of Bidders**

The bidders found defaulting in submission of hard copies or EMD and other documents to the Tender Inviting Authority on or before the time stipulated in the tender will not be permitted to participate further in the tender.

**2.2.17 Tender Document**

The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification, if in doubt, from the Tender In-charge.

**The bidder has to keep track of any changes by viewing the Addendum / Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. There will be**

**no further paper advertisement on this. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.**

The Company shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the Tenderer is found to be false/fabricated/bogus, the Tenderer is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

#### **2.2.18 Bid Submission Acknowledgement**

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. C1 India is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing. Before scanning for uploading, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity.

- a. Such uploaded documents pertaining to Technical Bid need to be attached to the tender while submitting the bids online.
- b. The bidders should furnish hard copies of all the uploaded documents, **excepting the Price Bid**. If any of the documents furnished by the Tenderer is found to be false/fabricated/bogus, the Tenderer is liable for black listing, cancellation of work and criminal prosecution.

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

Successful bidder shall be responsible for completion of the contract in all 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 [mitra.p@balmerlawrie.com](mailto:mitra.p@balmerlawrie.com).

#### **2.2.19 Preliminary examination of bids**

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

#### **2.2.20 Transfer of bid document**

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

### **2.2.21 Important Notes to Bidders**

- i. It is the vendor's responsibility to carefully review this document and understand the scope of work while quoting for the bid. Any hardware, software required for executing the project & not listed in this RFP, will be on vendor's account and bidder must take into account all such costs while submitting bids.
- ii. The vendor must have back-to-back support arrangement with OEMs during Warranty and AMC period for all the Hardware and Software covered under this RFP.
- iii. Successful Bidder shall submit a copy of back to back agreement with OEMs within 15 days of issue of Purchase Order/Contract.
- iv. Jobs awarded under this contract cannot be sub-contracted without the consent of BL
- v. Bidder must ensure that all the Mandatory Qualification and Techno-Commercial documents as mentioned in Point 2.2.7 are submitted along with the Price Bid failing which the Bid is liable to be rejected.

### **2.2.22 Risk Purchase**

Balmer Lawrie reserves to itself the following rights in respect of this Contract without entitling the Bidder for any compensation under the following conditions:

- a. If at any time during the currency of the contract, the Bidder 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 Bidder, Balmer Lawrie reserves the right to get the work done by other parties or departmentally at the cost and risk of the Bidder.
- b. To recover any money due from the Bidder, from any moneys due to the Bidder under this.
- c. To claim compensation for losses sustained including Balmer Lawrie's supervision charges & overheads in case of termination of Contract.
- d. If the Bidder fails to perform to the satisfaction of the Employer, Balmer Lawrie may enter upon the site, expel the Bidder, and complete the work itself or by employing any third party at the risk and cost of the Bidder. Upon completion of the work or at such earlier date as Balmer Lawrie thinks appropriate, Balmer Lawrie shall give notice to the Bidder that such Bidder's Equipment will be returned to the Bidder at or near the site and shall return such Bidder's Equipment to the Bidder in accordance with such notice. The Bidder shall thereafter without delay and at its cost remove or arrange removal of the Bidder's Equipment from the site. Upon failure of the Bidder to do so, the Employer shall have the same removed at the risk and cost of the Bidder.
- e. Subject to Clause 2.2.22(d) above, herein the Bidder shall be entitled to be paid the Contract Price attributable to the portion of scope of work executed as at the date of termination. Any sums due to Balmer Lawrie from the Bidder accruing prior to the date of termination shall be deducted from the amount to be paid to the Bidder under this Contract.
- f. If Balmer Lawrie completes procurement and maintenance of the facilities mentioned in the scope of the contract, such costs shall be determined. If the sum that the Bidder is entitled to be paid, pursuant to Clause 2.2.22(e), plus the reasonable costs incurred by Balmer Lawrie exceeds the Contract Price, the Bidder shall be liable for such excess. If such excess is greater than the sums due to the Bidder under Clauses above, the Bidder shall pay the balance to Balmer Lawrie, and if such excess is less than the sums due to the Bidder under Clause 2.2.22(e), Balmer Lawrie shall pay the

balance(not paid under risk purchase) to the Bidder. Balmer Lawrie and the Bidder shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

#### **2.2.23 Observance of Local Laws :**

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

#### **2.2.24 Force Majeure:**

The following shall amount to force majeure conditions:-

- a. Act of terrorism;
- b. Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power.
- c. Ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- d. epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- e. Freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial disputes which is specific to the performance of the Works or the Contract.
- f. For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.
- g. Other similar causes / events over which the Bidder has no control.

##### **Notification of Force Majeure**

Bidder shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

##### **Right of either party to terminate.**

If an event of Force Majeure occurs and its effects continues for a period of 180 (one hundred eight days) or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other party.

##### **Payment in case of termination due to Force Majeure**

The Contract Price attributable to the Works performed as at the commencement of the relevant event of Force Majeure.

The Bidder has no entitlement and Owner has no liability for:

- a) Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- b) Any delay costs in any way incurred by the Bidder due to an event of Force Majeure. Time extension for such cases will be worked out appropriately.

If the Bidder 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 Bidder to Balmer Lawrie within 14 days from the date of occurrence thereof.

The Bidder 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 Bidder as to whether the deliveries have been so resumed or not shall be final and conclusive.

Force Majeure conditions will apply on both sides.

#### **2.2.25 Prevention of Corruption/Penalty for use of Undue influence**

- a. Canvassing in any form or any attempt to influence directly or indirectly any official of Balmer Lawrie will lead to rejection of the bid.
- b. The Seller undertakes that he has not given, offered or promised to give directly, or indirectly, any gift, consideration, reward, commission, fee, brokerage or inducement to any person to the Buyer or otherwise in procuring the contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present contract or any other contract with the government of India of showing or forbearing to show favor or disfavor to any person in relation to the present contract or any other contract with the government of India. Any breach of the foreside undertaking by the Seller or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offer by the Seller or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle
- c. the Buyer to cancel the contract and all or any other contracts with the Sellers and recover from the Seller the amount of any other loss arising of such cancellation. A decision of the Buyer or his nominee to the effect that breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe, inducement or any attempt at any such act on behalf of the Seller towards any officer / employee of the Buyer or to any other person in a position to influence any officer / employee of the Buyer for showing any favor in relation to this or any other contract, shall render the Seller to such liability / penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by the Buyer.

#### **2.2.26 Access to books of accounts**

In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract, the Seller, on a specific request of the buyer, shall provide necessary information/inspection of the relevant financial documents/information.

**2.2.27 Arbitration**

- a. If any time, any questions, disputes or differences what so ever arising out of or in any way concerning the contract between Balmer Lawrie and the Bidder, the same shall be referred to as the sole arbitrator i.e. A nominee appointed by C&MD in writing. The arbitration shall be conducted in line with the provisions in Indian ARBITRATION AND CONCILIATION ACT, 1996( Amended in 2015). The award of the arbitrator shall be final and binding on both the parties. The fees of the arbitrator, if any, shall be paid equally by both the parties.
- b. The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by Balmer Lawrie or unless the matter is such that the contract cannot be operated till the decision of the arbitration is received.
- c. The place of Arbitration will be 21, N. S Road, Kolkata 700001.

**2.2.28 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.

**2.2.29 Indemnity**

The Bidder 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.

**2.2.30 Foreclosure**

If at any time after acceptance of the tender BL shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Project-in-charge shall give notice in writing to that effect to the Bidder and the Bidder shall act accordingly in the matter. The Bidder shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The Bidder shall be paid at contract rates full amount for work executed at site as certified by the internal review committee of BL.

**2.2.31 Disclosure**

The Bidder must declare whether the proprietors/ partners of the firm/ Directors of the limited company has any relation with any director of BL including its subsidiaries and Joint Ventures and if so, the details or the relation thereof must be disclosed in the bid response.

**2.2.32 Compliance with IT ACT 2000**

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

**SECTION 3 - MANDATORY QUALIFICATION CRITERIA**

S.No.		Criterion	Acceptable Evidence
PQ. 1	Existence	The company should have been in existence in the last 5 years. Bidder could not apply as a consortium.	Certificate of Incorporation or equivalent certificate for the same.
PQ. 2	Net Worth	The Net Worth of the Bidder must be positive as per the last three financial year's audited Balance Sheet as on 31.03.2018, 31.03.2017 and 31.03.2016.	
PQ. 3	OEM Certification	The Bidder shall submit an undertaking from OEM(s) (if Bidder is not the owner of product) for supply of the products and upgrades for a period of at least <b>7 years</b> after successful commissioning and also give an undertaking on authenticity for software solution being supplied through this EOI.	OEM Certification
PQ. 4	GSTIN Registration	Copies of valid GST/PAN / PF registration Certificates should be enclosed along with proposal.	Self-Explanatory
PQ. 5	Technical Capability	The Bidder within the last three years as on the due date of bid submission should have successfully completed or implemented for at least two projects for customers in travel domain of individual value of Rs. 1.5 crores or more. Bidder should have taken care of entire project comprising of all the activities of the project e.g. Design, Development, Implementation, Operation, Maintenance, Training & Roll-Out. <b>Or</b> The Bidder within the last	Copies of work completion certificate issued by their customer should be enclosed as supporting or If the work is on-going then Self-Declaration should be provided or Certified by the Statutory Auditor



S.No.		Criterion	Acceptable Evidence
		three years as on the due date of bid submission should have successfully completed or implemented for at least projects for customers in travel domain of total value of Rs. 3 crores or more. Bidder should have taken care of entire project comprising of all major activities of entire project e.g. Design, Development, Implementation, Operation, Maintenance, Training & Roll-Out.	
PQ. 6	Customers' Transaction Volume handled	<p>The bidder should have implemented the Proposed Travel Solution with at least 2 (two) customer / organization in travel domain having more than 300 crores annual turnover in 2015-2016, 2016-2017 and 2017-2018.</p> <p>OR</p> <p>More than 2 Lakhs of air segments sold per year by a customer with more than 100 agents/in house users and 500 registered concurrent users who have at least made a single transaction with the application.</p> <p>Data point will be taken during the last 3 years from the EOI closing date.</p>	Copies of work completion certificate issued by their customer should be enclosed as supporting. If the work is ongoing (Phase wise) then OEM certification should be provided. Customer/OEM certification wherever applicable.
PQ. 7	Airline integration	<p>Minimum one GDS integration has been completed</p> <p>Minimum ONE LCC integration has been completed</p>	<p>The purchase order should be clearly stated the required functionality.</p> <p>We may ask for the demonstration of the facility developed.</p>

S.No.		Criterion	Acceptable Evidence
		Minimum one NDC API integration has been completed	
PQ.8	Payment Gateway Integration	Bidder should have completed min. two payment gateway integration.	<p>The purchase order should be clearly stated the required functionality.</p> <p>We may ask for the demonstration of the facility developed.</p>
PQ.9	Wallet Integration (UPI)	Bidder should have integrated min. one UPI integrated.	<p>The purchase order should be clearly stated the required functionality.</p> <p>We may ask for the demonstration of the facility developed.</p>
PQ.10	Integration with SAP system	One cycle of SAP Integration with its Application Travel	<p>The purchase order should be clearly stated the required functionality.</p> <p>We may ask for the demonstration of the facility developed.</p>
PQ.11	Blacklisting	The company should not be currently blacklisted by any Govt. Department/ bank / Institution in India or abroad.	A declaration on company letter head with proper seal and signature
PQ.12	Mobile Interface	Bidder should have developed Mobile APP for client and it should be running successfully	<p>The purchase order should be clearly stated the required functionality.</p> <p>We may ask for the demonstration of the facility developed.</p>

S.No.		Criterion	Acceptable Evidence
PQ.13	Travel Agent	Bidder should not be directly/ Indirectly involve in owning or running Travel Agency	A declaration on company letter head with proper seal and signature

## SECTION-4: BUSINESS REQUIREMENT

### 4.1 Project Introduction

Founded by two Scotsmen, Stephen George Balmer and Alexander Lawrie, in Kolkata, Balmer Lawrie & Co. Ltd. started its corporate journey as a Partnership Firm on 1st February 1867. Traversing the 152 years gone by, today Balmer Lawrie is a Miniratna - I Public Sector Enterprise under the Ministry of Petroleum and Natural Gas, Govt. of India, with a turnover of Rs. 1830 crores and a profit of Rs. 261 crores. Along with its five Joint Ventures and two subsidiaries in India and abroad, today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases & Specialty Lubricants, Corporate Travel and Logistics Services. It also has significant presence in most other businesses, it operates, viz, Leather Chemicals, Logistics Infrastructure etc. In its 152 years of existence, Balmer Lawrie has been successfully responding to the demands of an ever changing environment, leveraging every change as an opportunity to innovate and emerge a leader in industry.

### 4.2 Current Infrastructure/Landscape

Currently Ticketing business operates using following applications –

- 4.2.1** Mid Office application which caters to Self-Booking Tool (B2B segment) and Agent Booking (both B2B and B2C) as well. Mid Office is integrated with various API's from service providers like Airlines, Hotels, Transport, Package and Insurance etc. Mid-Office is a Web-Based application developed in Java with MySQL Database.
- 4.2.2** Defence Travel Portal integrated with Mid-Office API to publish Air Inventory, Issuance of Tickets, Cancellation of Tickets and Accounting of Sale
- 4.2.3** A dedicated travel site <http://balmerlawrietravel.com> to cater to all travel related business needs.
- 4.2.4** Powersuit application which is primarily an accounting software for sabre.
- 4.2.5** Sabre based GDS is also used to book tickets directly. Auto-Invoicing facility is available at present in Mid-Office.
- 4.2.6** SBT's (Self Booking Tools developed by BL) which is used in conjugation with BL customers ERP systems.
- 4.2.7** Standard Self Booking Tool Portal with Mobile Interface which includes approval workflow.
- 4.2.8** A Contact Center which is contracted to a vendor for day to day Travel Business.
- 4.2.9** An ongoing implementation of a package is in progress which will cater to selling of various packages to customer.
- 4.2.10** Train tickets are directly booked from IRCTC website using travel agent credentials.
- 4.2.11** Booking over calls, e-mails or hard copy are acceptable format in Balmer Lawrie. At present facility available to upload requisitions in Mid-Office.
- 4.2.12** Other ancillary portals/products/software/functions to run day to day business.

### **4.3 Scope of Work**

- 4.3.1** Study existing solutions and requirements and provide detail System Requirement Study document for each product.
- 4.3.2** Development of Mid-Office software, Self Booking Tool, B2C Portal and development of Web-Services for back-end accounting in SAP.
- 4.3.3** To have in place ready to deploy complete Travel Application product with customization as required for Ticketing Vertical under SBU Travels and Vacations. This will cater to all primary business needs of customer and businesses (B2B and B2C).
- 4.3.4** Self-Booking Tools to be integrated with Customers ERP.
- 4.3.5** API to be published to publish inventory in third party portal.
- 4.3.6** Data Migration from existing Solutions which includes reprinting of documents generated in existing software from new solution.
- 4.3.7** Primary objective is to achieve better management, incur least cost and effort and the growth in business volume and profitability.
- 4.3.8** Bidder should respond on capabilities of – Capabilities of the product/solution offered.
- 4.3.9** The bidder is expected to understand the requirements in details and come up with the Requirements and finalise the same with Balmer Lawrie. The overall architecture and design of the system is expected to be based on these set of requirements to be signed off by the Balmer Lawrie team.
- 4.3.10** A project plan covering details and time lines customization, installation, configuration, testing, commission Supply with customization, Installation, Configuration, Testing, Commissioning, and Training of end users during deployment, post go live hand holding with all system support for stabilization of Travel Applications.
- 4.3.11** Bidder is expected to carry out the necessary software/environment set-ups for the implementation. Balmer Lawrie IT team will assist with hardware availability, network readiness, OS installations and hardening as required. Bidder is expected to provide (in detail) the various hardware / software components additionally required OR required beyond the existing scope as mentioned in the document. Installation of such additional Hardware / software components has to be jointly done by Balmer Lawrie & the successful bidder.
- 4.3.12** Bidder is expected to carry out Configuration and customisation/development in all the environments defined as a part of the project environment
- 4.3.13** Bidder is expected to carry out all the necessary integrations with the systems to make the system work as per the expectation. This includes integration with other SAP functional modules. Interface with applications other than SAP should be using PI.
- 4.3.14** Bidder is expected to carry out extensive testing and produce appropriate test results. Bidder is also expected to work with Balmer Lawrie to carry out the User Acceptance testing in one/multiple locations.
- 4.3.15** The Implementation Partner if required shall implement all required relevant upgrades, patches, bug fixes etc. until the end of the support period.
- 4.3.16** The Implementation Partner will give adequate trainings at 6 major cities to different personnel identified by BL at various levels of the organization.

- 4.3.17** The bidder should support the application from go-live date till the start of AMC in case of phased implementation of the project.
- 4.3.18** The bidder is also expected to provide an Annual Maintenance Support (AMS) for 7 years for the applications developed. Balmer Lawrie will have the flexibility to renew AMS at the end of every year.
- 4.3.19** Bidder should do sizing of Hardware and necessary networking equipment to support the Application and clearly indicate the Networking, Internet Bandwidth, VPN/WAN requirements etc. In case any specific additional Hardware / software are suggested by the bidder in the solution, the same has to be set-up by the successful bidder in coordination with Balmer Lawrie.
- 4.3.20** Data migration will take place from the current system to proposed new solution. This will be done by the successful bidder.
- 4.3.21** Customizations will be identified during the “System Requirement Study (SRS)” stage and will be firmed up during the implementation process and will be executed completely by Implementation Partner/bidder to meet the business functionalities as required. The project is to be executed On-site.  
Project Sign-off against the Purchase Order issued in accordance with the Tender shall be given only on the successful completion of all of the UAT criteria.
- 4.3.22** Software and Tools: All Software/ Licenses to be supplied under the scope of the project must be of current versions that are currently supported by their originator. Hardware and Software tools must be compliant with generally accepted standards. All required Licenses for any of the component must be provided in the name of Balmer Lawrie (In applicable cases).
- 4.3.23** A pre-requisite check list to prepare Balmer Lawrie to arrange for resources like hardware, software, man power etc.

**4.4** Proposed Products/Solution should be analyzed in terms of these points –

S.No.	Product/Solution Parameters	Evidence
1	Demonstrate capability to handle most of the functional requirements with customization	Through Demo and Discussions
2	Product/solution should have direct capability to seamlessly integrate with SAP all products, Contact Centre and legacy systems with ease	Provide documentary evidence from OEM/customer
3	Product/solution should be running in minimum three Tours and Travel based companies	Provide documentary evidence from OEM/customer
4	Product solution should be capable to integrate with multiple GDS at the same time.	Provide documentary evidence from OEM/customer
5	Product/solution should have consolidated database.	Provide documentary evidence from OEM/customer
6	Product/solution should be capable enough to provide data and integrate for/with next level business analytics and big data analysis.	Provide documentary evidence from OEM/customer
7	Accounting product/solution either on SAP or to integrate SAP to cater Travel Business.	Provide documentary evidence from OEM/customer

#### 4.5 Functional Requirements/Features

**Note – Use separate attached excel sheet to the Tender marked as Annexure 4 Functional Requirements to fill this data. Response should be provided both in hard and soft copies.**

S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
1	Complete Travel Management. Responsive store front with product listing with ability to edit the product details on the fly in the live system.				M	0.5
2	Capability to book Domestic and International Air Travel (Multi GDS with LCC). Capability to have Itinerary Preparation. There should be a process of Quality Control/ Checks which system can alerts. There should be multiple automated Process to ensure that the system alerts on important actionable.				M	0.5
3	Capability to book Railways tickets directly or through the API of IRCTC				M	0.5
4	Capability to book Sea Travel/cruise directly or through the connectors/aggregators/middleware				D	0.2
5	Capability to book Hotels directly or through the API of aggregators.				M	0.5
6	Capability to book Car/Self Rental/Transfers directly or through connectors/aggregators/middleware				D	0.2
7	Capability to book Bus directly or through connectors/aggregators/middleware				D	0.2
8	Capability to built in visa processing system and to integrate (in future) if connectors provided by other countries				D	0.2
9	Capability to deal with all travel related aspects of FOREX, the conversion rates to any currency should be live				D	0.2
10	Capability to have insurance from the system and to charge it either clubbed or separately. Ability to integrate directly with insurnace providers as well. Can issue Air Ticket with incorporating the insurance with e-ticket. Capability to book and bill insurance separately to customer.				M	0.5

S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
11	Capability to build group travels, arrange, manage and draw costing/profitability analysis out of them				D	0.2
12	Capability to build tour packages, arrange, manage and draw costing/profitability analysis out of them. It should help in managing pre-defined FIT & GIT packages with the combination of different components, services, categories, package type & costing which can be updated and can be send to customer by all the staffs. Possibility of creating invoice online reservation & dynamic billing and sending link to client for payment through online.				D	0.2
13	Real-time search and booking from multiple sources in single platform viz, Air, Rail, Cars, Bus, Cruise, Hotels etc.				M	0.5
14	Capability to switch to different currencies as and when defined by users. Capability of using real time currency conversion rates. Capability to split currencies in single itinerary/invoices.				D	0.2
15	Flight Search Functionality in the site: domestic, International and Low Cost Carrier Search				M	0.5
	•One way					
	•Round trip					
	•Special Fares					
	•Multi destination					
16	Flight Search Functionality in the site: domestic, International and Low Cost Carrier Search:				D	0.2
	•Multi currency					
	•Calendar Search					
	•Flexi date Search					
	•Auto ticketing					
	•Cross sell					



S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
17	Hotel Search Functionality in the site: domestic, International with various option •Domestic Search •International Search •Star Rating wise •Hotel Name •Display in multiple currency				M	0.5
18	Single Sign-On facility from Corporate Intranet (Capability to reach the Travel Application Site from other B2B customer website using customer credentials and link)				D	0.2
19	For B2B or offline customer booking scenarios capability to store and upload data either in file format (excel, csv, tab delimited or any other) or to fetch data directly from customer database through a middleware/web service.				M	0.5
20	For B2B, capability to store or fetch travel policy and rules as per customer matrix.				M	0.5
21	Capability to capture budget value for B2B and handling of booking as per the pre-defined policy and rules.				D	0.2
22	Capability to provide flight status, weather, disaster info, web check in, social networking site check in etc.				M	0.5
23	Traveller profiles should get imported into PNRs automatically – Passport / Visa / Preferences / Frequent Flier/Meals/Seat				M	0.5
24	PNR Hold/release facility for GDS carrier by staff member (with time Limit and auto release facility)				M	0.5
25	Option to book LTC-80 fare online. Provision to allow/disallow to book less than LTC 80 Fare on AI operational sector. On AI Non- operational sector Cheapest fare booking restriction can be allowed/disallowed. Special Sectors Booking allow/disallow on non AI. Capability to change policies as per Government rules.				M	0.5

S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
26	Book and import PNR/Booking from any GDS/Supplier system. And this import PNR/Booking will automatically calculated the markup and commission on the basis of setting for all provided services.				M	0.5
27	Provision to book Waitlist Ticket with auto Ticketing facility within time limit				D	0.2
28	Provision to save the booking of customer at any point in time and continue later. Auto cancellation of PNR with time limit on/off facility Client wise Grade Wise				D	0.2
29	Capability to preview Seat Map for GDS and LCC as available in their API.				M	0.5
30	Capability to preview Meal Menu for GDS and LCC as available in their API				M	0.5
31	Capability to issue Boarding Pass if available in GDS or LCC APIs				M	0.5
32	Queue Management for Flights, Hotels, Rail, bus, Insurance, Cruise, Packages, Cars, Miscellaneous services				M	0.5
33	Integration with GDS to sale ancillary products e.g. Meal, Seat, Baggage				M	0.5
34	Customer Account Management - Option to update frequent flyer number airline Wise				M	0.5
35	Customer Account Management - After the ticket is issued, there should be an option for the client/customer to view, print and email the e-ticket/booking.				M	0.5
36	Customer Account Management - Option to print, email Invoice / Voucher. SMS to Customer for Ticket Issue/Cancellation				M	0.5
37	Provision for online cancellation/void the GDS PNR from the system.				M	0.5
38	Online cancellation LCC PNR from the system.				M	0.5
39	Cancelled GDS/LCC credit note should automatically be generated, with processing fees calculation from customer master and airlines cancellation charges from GDS/LCC.				D	0.2

S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
40	Can cancel the other services (Hotel, Car, bus, Rail, Cruise) online from the system. Also to get this triggered automatically with agreement from customer if the initial travelling is cancelled.				D	0.2
41	Generate Deal Tickets, Commissionable by Airline(IATA Discounts)				M	0.5
42	Automated passing of Tour-codes/ deal code / corporate code/Defense Fare Code with Booking Date and Travel Date configuration. Expiry alerts of codes with e-mail to the support staff.				M	0.5
43	Check Customer credit limit and restrict issuing ticket if there is not credit limit client wise. An alert/notification should be available in the system and sent to client registered id./credit controller/respective branch manager				M	0.5
44	Check Customer Credit Period and restrict issuing ticket if there is invoices outstanding beyond credit period. An alert/notification should be available in the system and sent to client registered id./credit controller/respective branch manager				M	0.5
45	Possible to update the deals and system checks whether the deal is applied while issuing the ticket with facilities to update deals class wise & Airlines wise.				M	0.5
46	System should automatically generate invoice once the ticket/booking is issued. Also, Auto-Invoicing once ticket issued from GDS point of sale.				M	0.5
47	Possible to print invoice/booking with header & without header. Header & Footer can be customized client wise .				M	0.5
48	Possible to have option to club multiple tickets into one invoice.				M	0.5

S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
49	Possible to make receipt when the payment is received from corporate customer. Upload in Excel format and generation of Receipt Voucher.				M	0.5
50	Possible to make advance receipts and later it should allocated to invoices.				M	0.5
51	Possible to have different mark-ups for different types of customer like Customer Level;Vendor Level;Default Markup				M	0.5
52	Possible to have different commission for different types of customer like Customer Level;Vendor Level;Default Markup				M	0.5
53	Possible to take reports of all the receipts for a particular period. Cash and card separately.				M	0.5
54	Possible to auto email statements bulk and customer-wise				M	0.5
55	Possible to email detailed invoices to specific customer which should contain the ticket details also.				M	0.5
56	Possible to generate the report of Ticket / booking of various services on the basis of date wise, agent wise, branch wise, implant-wise etc.				M	0.5
57	Summary & Detailed Daily Sales report by Cash, Credit Card, credit, staff, branch, airline wise, region wise, Customer wise				M	0.5
58	Report of all the un invoiced transactions can be generated using product solution				M	0.5
59	Possible to send E-ticket/booking/weather/misc details to customer email and SMS to his mobile number for all services provided by Application.				M	0.5
60	Online Cancellations / ability to track amendments in each booking/ticket with complete history details.				M	0.5
61	Ability to Sort / Filter of ticket/booking on various criteria.				M	0.5
62	Multiple payment options: BTA, Credit Card, Debit Card, Deposit, internet banking, international cards, travellers card, popular wallets,				M	0.5

S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
	through points. Sending link to client for payment through online.					
63	Ability to have Reward/Points system in customer profile, policy and business can be tailored to different customers or customer groups differently				D	0.2
64	Ability to display and sell Published Fares, Coupon fare & GDS Private Fares				M	0.5
65	Find Top routing details for future planning for pre buying.				M	0.5
66	Track business productivity and profitability through real time integrated dashboard providing information about businesses/segments to higher management				M	0.5
67	Define user roles to control access levels for each employee and create group of roles:				M	0.5
	· Accounts					
	· Travel administrator,					
	· IT					
	· Travellers					
	· Call Center					
	· Sales					
	Ability to define proper user roles and authorization in order to eliminate fraud and have better control over entire portal					
	Limited access can be configured to avoid misuse and mistakes					
	Password Policy					
68	Provision to restrict user to access only one customer or customer group.				D	0.2
69	Ability to configure other services Hotel/Visa/Insurance/Tour Packages/ Car/Bus/Rail/Cruise.				M	0.5
70	Ability to configure setting, easily maintain Airline mark-ups/commissions client / Agent Wise				M	0.5

S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
71	Travel desk / Front desk / Call Center interface for handling the customer services/booking on the basis of provided access right. Customer Relationship Management and their facility integrated with daily operation at all interfaces.				M	0.5
72	Automated Commercials computation, ensuring 100% transparency, elaborate for this.				D	0.2
73	Department -wise / Location-wise / Band-wise / product-wise/ Staff wise real-time reports				M	0.5
74	Real-time missed Saving reporting for better management.				M	0.5
75	Automated Passport / Visa Expiry email alerts				D	0.2
76	IP restricting ensures security of bookings and customer profiles.				M	0.5
77	Send News Letter to our agent, client and customer				M	0.5
78	Can send Air fare / Hotel /Car/bus quotation from system to the customer through mail.				M	0.5
79	Ability to include Processing Fee as per Contract – Airline Wise, Sector wise, Legs Wise. Have facility to update Management/Processing Fee based on Per Sector/ Round Trip (Per Ticket No/ Per Sector) similarly for the Cancellation. Have a facility to update management fee based Commissionable and Non-commissionable Airlines.				M	0.5
80	Ability to raise Interest Billing in case of delay in payment –Client wise on/off facility				M	0.5
81	Corporate-wise Audit Trail Report, Travel Policy Deviation Report, Budget Utilisation Report, Expense Management report				M	0.5
82	Is also provided a facility to maintain package selling in this application with all facility to handle complete package with cost details.				M	0.5
	- add/modify Flight Details with expenditure					
	- add/modify Hotel Details with expenditure					

S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
	-add/modify bus/car details with expenditure					
	-add/modify miscellaneous details with expenditure					
	-Take printout for both customer format / company format.					
	And able to did some modification on the basis of company package management work flow.					
83	Hotel Inventory Management system – Automated and Static with Joint inventory and individual inventory mapped with Packages or departure hub.				M	0.5
84	MIS Report as per the formats provided in the excel sheet.				M	0.5
	Airlines-wise Sales (net of taxes)					
	TOP 10 CORPORATE CUSTOMERS					
	TOP 10 AIRLINES SALES					
	Airline Sales & Revenue (net of taxes)					
	Retail Sales & Revenue					
	Refund/Sale/Receipt Report					
	Airline wise Sales – Corporate CLIENT-WISE OS SUMMARY (debtors ageing based on due date )- supervisor /branch /satellite branch/ customer category/customer group wise					
	Net Segments Report for incentive calculation for GDS sectors- user wise/PCC wise/branch wise/all India-Summary and Detailed auto-compilation of online payment gateway compliant refund upload file					
85	Provision to generate the Daily Sales Report from the system by Branch				M	0.5
	Supplier/BSP					
	Detail/Summary					
	Date wise					
	Customer Category wise					
	Consultant					
	Service					

S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
86	Should be able to send required data booking/Invoice data our BL SAP FI-CO.				M	0.5
87	Provision to maintain the Rate of Exchange, so to calculate the foreign currency services into Indian currency				D	0.2
88	Offer personalization for end users based on their transaction / browsing history and preferences				M	0.5
89	Support multiple storefronts for different user groups (travellers, admin, sales, call center, etc.)				M	0.5
90	Single Database for each application product				M	0.5
91	Centralized web application product administration				M	0.5
92	Integration with CRM and other online / social media Marketing solutions in the future				M	0.5
93	Integration with SAP to provide entire financial from SAP e.g. Accounts Receivable and Accounts Payable. Required Accounting reports with all details should come out from SAP.				M	0.5
94	Capability to provide white label interface to Sub-Agents with option for Rolling Balance Control				M	0.5
95	Reconciliation with BSP data, Credit Card Data, LCC Data and other Supplier Data. Reconciliation of Customer's GST data from Suppliers.				M	0.5
96	MIS Report to negotiate better with Airlines during contract.				M	0.5
97	Provision to capture Customer Requisition, Payment Details once E-Mail received in particular email-ids. Also provision of Customer Interface to enter Requisition or Payments against Invoices.				M	0.5
	<b><u>Self-Booking Tool integrated with Customer's Application</u></b>					
98	Integration with customers ERP through Web-Services, API to be published to be consumed by Customer's Portal, Implementation of Customer's Travel Policy, Ticket Issue and Invoice Detail to be pushed				M	0.5



S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
	to Customer Application through Web-Services, Ticket Cancellation and Creditr Note detail to be pushed to Customer's Application					
	<b><u>Standard Self-Booking Tool as Portal for Customer</u></b>					
99	Application should have capability of approval system for the Corporate, Implementation of Customer's Travel Policy ,				M	0.5
100	Secured Connectivity through Internet, Provision to download Invoice and Credit Note Detail by Customer securely.				M	0.5
101	Client Interface with multiple logins mapped Cost centre.				M	0.5
102	BackOffice Operation interface team with GDS and process sync queue management.				M	0.5
103	API exposed for booking with configuration master to control API bookings. We can expose multiple API to clients.				M	0.5
104	Application data to be send and receive through application like Booking data, cancelation data, invoice data, credit note data, Travel Master Data, Trip Master data to SAP PI through API.				M	0.5
105	Interface for resending and validation of data – Manage from masters.				M	0.5
106	Dashboard for Customer's Admin Account				M	0.5
107	iOS/Android/Windows based mobile APP catering to all the functionalities of Travel Application Site for end customers.				M	0.5
108	PCI DSS Compliance				M	0.5
109	Experience Of Integration With Sap And Generation Of Gst3b, Gstr1 & Outstanding Reports From Sap				M	0.5
110	GST CALCULATION IF AIRFARE GST IS SHOWN AS BL (Balmer Lawrie) GST AND NOT AS K-3, K-3 GST CREDIT				M	0.5

S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
	RECON WITH AIRLINES with PDF tax invoices from Airlines in emails/airlines portal and final output with correct tax break-up with pendency/discrepancies, if any and auto follow-up with Airlines for pending GST tax invoices Client wise tickets / sales summary report with/without GST- user/branch /satellite branch/ supervisor/ category/group/all india					
111	Separate PLACE OF SUPPLY for Airfare GST and processing charges				M	0.5
112	TAXABLE VALUE CALCULATION for airfare GST FOR BSP/LCC TKTS				M	0.5

#### 4.6 Commissioning Certificate

On successful installation and configuration of individual components and the solution as a whole, the supplier shall submit the installation documentation as part of the commissioning.

BL will issue a Commissioning Certificate / sign on the submitted installation and commissioning note of all the Product/Solution/Software thereafter will be considered as successfully commissioned.

\*\*\*\*Please add the installation of commissioning certificate in Delivery Schedule (5.2, Section-5) and Terms of Payment (5.3,Section-5)

#### 4.7 Final Acceptance Certificate (FAC)

Final Acceptance certificate for the above mentioned work shall be issued within one year after successful issue of commissioning certificate for each product and fulfilment of statutory requirements where performance has been established in an integrated manner in normal operations and successful completion of Training to BL personnel.

#### 4.8 Techno-Commercial Evaluation

Techno-commercial bid will be accepted only if they are in the prescribed format in e-tender, with complete information and compliance to technical and commercial conditions laid therein.

##### 4.8.1 Techno-Commercial Bid Documents

As specified in Point 2.2.7 in SECTION-2 of this document.

##### 4.8.2 Techno-Commercial Evaluation Criteria

**QCBS (Quality Cost-based Selection) Methodology shall be followed for the evaluation of the successful bidder:**

(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**)

#### i. Technical:

The technical evaluation would be total of 100 marks with following breakup:

- a. Bidder's Experience **(30 marks)**
  - b. API Integration **(10 marks)**
  - c. Deployed Resource Experience **(10 marks)**
  - d. Technical specification **(50 marks)**
- Compliance to all the 'Technical Specifications' for each item given in BoM. Any deviation from the Technical Specification should be clearly brought out. BL Technical Evaluation Committee may at its discretion accept, seek further clarification or reject any such deviation.

#### ii. Technical Score Evaluation Methodology

Scores of each functionality would be accessed as follows. A bidder with minimum 60 marks out of the maximum 100 marks shall be technically qualified and to be considered for commercial evaluation.

1.1 Bidder's Experience ( Max 30 marks)	Component of Marks
<p>The bidder within the last three years as on the due date of bid submission should have successfully completed or implemented for at least two projects for customers in travel domain of individual value of Rs. 1.5 crores or more as a System Integrator in Design, Development, Implementation, Operation, Maintenance, Training &amp; Roll-Out.</p> <p>Or</p> <p>The bidder within the last three years as on the due date of bid submission should have successfully completed or implemented for at least projects for customers in travel domain of total value of Rs. 3 crores or more as a System Integrator in Design, Development, Implementation, Operation, Maintenance, Training &amp; Roll-Out.</p>	<ul style="list-style-type: none"> <li>• = 2 Projects = 9</li> <li>• = 3 or 4 Projects = 12</li> <li>• = more than 4 Projects = 15</li> </ul> <ul style="list-style-type: none"> <li>• &gt;= 3 Crores = 9</li> <li>• &gt; 3 Crores &lt;= 5 Crores = 12</li> <li>• &gt; 5 Crores = 15</li> </ul>
<ul style="list-style-type: none"> <li>• The bidder should have implemented the Proposed Travel Solution with at least 2 (two) customer / organization in travel domain having more than 300 crores annual turnover in 2016-2017, 2017-2018 and 2018-2019.</li> <li>Or</li> <li>• More than 2 Lakhs of air segments sold per year by a customer with more than 100 agents/in house users and</li> </ul>	<ul style="list-style-type: none"> <li>• = 2 Customer = 5</li> <li>• = 3 or 4 Customers = 10</li> <li>• = more than 4 Customers = 15</li> <li>Or</li> <li>• &gt;= 2 &lt;3 Lakhs Segment = 5</li> <li>• &gt;= 3 &lt;5 Lakhs Segment = 10</li> <li>• &gt;= 5 &lt; 8 Lakhs Segment = 15</li> </ul>

500 registered concurrent users who have at least made a single transaction with the application.	•
<b>1.2 Integration (Max 10 marks)</b>	
<ul style="list-style-type: none"> <li>• GDS API Integration</li> <li>• LCC API Integration</li> <li>• NDC API Integration</li> <li>• Payment Gateway/UPI Integration</li> <li>• Hotel Aggregator API Integration</li> <li>• SAP / Accounting Application Integration</li> <li>• SAP Travel Management Integration</li> </ul> <p><b>Period to be considered for last three years</b></p>	<ul style="list-style-type: none"> <li>• 1 GDS = 1</li> <li>• 2 GDS = 2</li> <li>• 3 GDS = 3</li> <li>• 3 LCCs = 1</li> <li>• 1 NDC = 1</li> <li>• Payment Gateway = 1</li> <li>• UPI = 1</li> <li>• Hotel = 1</li> <li>• SAP / Accounting = 1</li> <li>SAP Travel Management = 1</li> </ul>
<b>1.3 Deployed Resource experience (Max 10 Marks)</b>	
<p><b>Experience of at least 9 technical resources for similar solution and implementation.</b></p> <p><b>Bidder should give name of resource and projects implemented against each resource during last three years.</b></p>	<ul style="list-style-type: none"> <li>• = 1 implementation = 4</li> <li>• = 2 implementations = 8</li> <li>• = 3 or More implementations = 10</li> </ul>
<p><b>Available Functionalities ( Max 50 Marks)</b></p> <p>Each available functionality has been assigned with a score that is the maximum achievable score.</p>	<p>Each mandatory requirement will carry 0.5 mark and desirable requirement will carry 0.2 mark during evaluation.</p>

Bidder secured 60 marks will be considered for commercial evaluation. In case number of qualified bidders less than 3 then top 3 bidders will be considered for commercial evaluation.

**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:

- 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 as per BoM has abnormally high value.

**Example:**

**Bidder 1:**

**TS=70,**

**Price=100 Hence Commercial Score=100\*100/100 = 100**

**Combined Score= (70x0.7) + (100x0.3) = (49+30) = 79**

**Bidder 2:**

**TS=80,**

**Price=125 Hence Commercial Score=100\*100/125 = 80 (Approx.)**

**Combined Score= (80x0.7) + (80x0.3) = (56+24) = 80**

## SECTION-5: COMMERCIAL TERMS & CONDITIONS

<b>5.1</b>	Pricing Type
<b>5.2</b>	Delivery Schedule
<b>5.3</b>	Terms of Payment
<b>5.4</b>	Termination
<b>5.5</b>	Exit Clause
<b>5.6</b>	Other Contractual Stipulations
<b>5.7</b>	SLA

### **5.1 Pricing Type**

- 5.1.1** The quoted rates shall be valid for acceptance for the period of 90/180 days from the date of opening of commercial bid.
- 5.1.2** Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations. However, variation in the rates for statutory levies/ taxes / duties during the tenure of the contract for supplies within delivery schedule will be allowed only on the submission of documentary evidence from Govt. / Statutory Authorities and its acceptance by BL.
- 5.1.3** A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 5.1.4** The price quoted in the Price Bid should cover charges for all Products and Services asked in this Tender. No other payment shall be made over and above quoted rates.
- 5.1.5** All prices quoted should be in INR.

### **5.2 Delivery Schedule**

- 5.2.1** The delivery schedule is elaborated in the table below. All schedules will be calculated from the zero date i.e. Date of issue of Purchase order.
- 5.2.2** Delivery of Products and Service with support shall be made in accordance with the schedule as given in table below:

Sl. No.	Activity	To be completed by (all days are in reference to date of placement of order)
<b><u>Delivery</u></b>		
1	▪ System Requirement Study for all products	20 working days
2	▪ Delivery of Customized Corporate solution	30 working days
3	▪ Integration with SAP Financial for Accounting	10 working days
4	▪ Delivery of API for third party portal	30 working days
5	▪ Delivery of Standard Self Booking Tool with Mobile Interface	20 working days

6	<ul style="list-style-type: none"> <li>▪ Delivery of one instance of Self Booking Tool integrated with SAP Travel Management</li> </ul>	30 working days
7	<ul style="list-style-type: none"> <li>▪ Data Migration Tool for Corporate Solution</li> </ul>	5 working days
8	<ul style="list-style-type: none"> <li>▪ Data Migration Tool for Standard Self Booking Tool</li> </ul>	5 working days
9	<ul style="list-style-type: none"> <li>▪ Data Migration Tool for SAP Integrated Self-Booking Tool</li> </ul>	5 working days
10	<ul style="list-style-type: none"> <li>▪ Data Migration Tool for Accounting Solutions</li> </ul>	5 working days
<b><u>Commissioning</u></b>		
	<ul style="list-style-type: none"> <li>▪ Initial configuration and basic testing</li> <li>▪ Demonstration of scenarios.</li> <li>▪ Issue of commissioning certificate</li> </ul>	20 working days for each product
<b><u>Final Acceptance Certificate</u></b>		
	<ul style="list-style-type: none"> <li>▪ Satisfactory functioning of solution for 1 year from commissioning certificate.</li> <li>▪ Completion of trainings.</li> <li>▪ Issues of Final Acceptance Certificate.</li> </ul>	120 working days for each product

**5.2.3** Part delivery under this PO for a Product will not be considered. If the solution is delivered in parts, the last delivery/implementation date will be considered as the milestone achieved.

**5.2.4** In case of multi-location PO, the delivery at a site will not be considered complete unless the software or licenses for the location as per PO are delivered in entirety.

### **5.3 Terms of Payment**

The Bidder's request for payment shall be made to BL 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 Terms mentioned below:

<b>Sl. No.</b>	<b>Milestones</b>	<b>Payment value</b>
1	Delivery of each Product out of 4 nos of Products with Data Migration Tool	25% of Total Value for each Product
2	Installation & Testing of each Product	25% of Total Value for each Product
3	Data Migration till Cut-Over date for each Product with respective legacy data	25% of Total Value for each Product

3	Commissioning/ Go-Live/Issue of commissioning certificate for each Product Pan-India	25% of Total Value for each Product
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Payments shall be made promptly by Balmer Lawrie, but in no case later than sixty (60) days after submission of an invoice along with the stipulated acceptance/delivery certificate signed by competent authority/Project Coordinator/Authorized Representative, unless there is a clarification that is sought by Balmer Lawrie within this time.

Payment will be done by EFT mechanism only.

### 5.3.1 Penalty for Late Delivery

#### Delayed Project Execution:

In case of failure to implement the solution as mentioned in our delivery schedules for sole fault of the bidder, penalty shall be recovered from the bidder @ 0.5% per week (or part thereof) on the undelivered portion of the order, subject to a maximum of ten (10)% on the basic value of the order. BL may take a decision of short closing the order if the delay is beyond one month and can purchase it from other parties for which the cost will be borne by the bidder.

However, after a maximum delay of 30 calendar days, BL reserves the right to engage OEM directly for implementation and any additional cost on this account shall be borne by the successful bidder.

The Project Execution shall be carried out by OEM while the overall Project Coordination will be done by the SI.

#### Delayed Service (In case of Annual Service Contract)

This will be taken care in Service Level Agreement attached with Purchase Order.

### 5.3.2 Performance Bank Guarantee

- i. The Bidder 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-8. 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 Bidder and the Purchaser.
- ii. The security deposit furnished by the Bidder 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 Bidder after the expiry of the guarantee period and after he has discharged all his obligations under the contract.
- iii. 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 Basic Price/PO value (comprising of line items A as per the Price Schedule – Annexure-3) in Indian Rupees. The PBG would be valid till the end of warranty/ end of contract.

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 “1”.



### **5.3.3 Liquidated Damages**

- i. If the Bidder is unable to complete the jobs specified in the scope of work as per the agreed project plan, it may request owner for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, owner may at its discretion extend the period of completion and shall recover from the Bidder, as an ascertained and agreed Liquidated Damages, a sum equivalent to 0.50% of contract value for each week of delay or part thereof. The LD shall be limited to 10% of the total contract value.
- ii. 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 and the said amount will be payable by the Bidder without proof of actual loss or damage caused by such delay/breach.

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, in the event of his failing to complete the work within the stipulated time or in the event progress of Bidder's work is behind schedule, as judged by the BL officer.

- iii. 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 Bidder should immediately give written notice thereof to the owner.

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

### **5.3.4 Recovery of Penalty**

Penalty arising out of delay in delivery of equipment/licenses or project execution shall be recovered from the initial payments to be made to vendor.

- i. Penalty arising out of delay in delivery of equipment or project execution shall be recovered from the initial payments to be made to vendor.
- ii. During warranty period, the penalty arising out of breach of support SLA (as defined later in this document) would be calculated on year to year basis 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.
- iii. During contract period, penalty amount will be recovered from contract payment to be done at the end of quarter(s) or from the payment to be done at the beginning of next quarter.

### **5.4 Termination**

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

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

OR

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

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

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

**A. Termination for Balmer Lawrie's Convenience**

- i. Balmer Lawrie may at any time terminate the Contract without ascribing any reason by giving the Bidder a ninety days (90) written notice of termination.
- ii. Upon receipt of the notice of termination under Clause A.i, the Bidder shall either as soon as reasonably practical or upon the date specified in the notice of termination
  - (a) Cease all further work, except for such work as Balmer Lawrie may specify in the notice of termination for or any work required to leave the site in a clean and safe condition;
  - (b) In addition, the Bidder, subject to the payment specified in Clause A.iii below, shall deliver to Balmer Lawrie all non-proprietary drawings, specifications, and other documents prepared by the Bidder before receiving termination notice from BL.
- iii. In the event of termination of the Contract, Balmer Lawrie shall pay to the Bidder the following amounts:
  - (a) the Contract Price, properly attributable to the activities executed by the Bidder as of the date of termination;
  - (b) the cost of satisfying all other obligations, commitments, and claims that the Bidder may in good faith have undertaken with third parties in connection with the Contract and that are not covered above.

**B. Termination for Bidder's Default**

- i. Balmer Lawrie, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Bidder.
  - (a) if the Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a dissolution for the purpose of amalgamation), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt;
  - (b) if the Bidder assigns or transfers the Contract or any right or interest therein in violation of the provision of Clauses 5.6.7 & 5.6.8 (Assignment & subcontracting);
  - (c) if the Bidder, in the judgment of Balmer Lawrie, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts

concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

- ii. If the Bidder:
  - (a) Has abandoned or repudiated the Contract;
  - (b) has without valid reason failed to commence work promptly in the opinion of the Employer;
  - (c) Persistently fails to execute the Contract in accordance with this Agreement or persistently neglects to carry out its obligations hereunder without sufficient cause;
  - (d) refuses or is unable to provide sufficient Materials, Services, or labour to execute and complete the scope in the manner specified in the contract at rates of progress that give reasonable assurance to Balmer Lawrie of completion of work, then, Balmer Lawrie may, without prejudice to any other rights it may possess under the Contract, give a notice to the Bidder stating the nature of the default and requiring the Bidder to remedy the same. If the Bidder fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then Balmer Lawrie may terminate the Contract forthwith by giving a notice of termination to the Bidder.
- iii. Upon receipt of the notice of termination under Clauses mentioned above, the Bidder shall, either immediately or upon such date as is specified in the notice of termination:
  - (a) Cease all further work, except for such work as Balmer Lawrie may specify in the notice of termination;
  - (b) To the extent legally possible, assign to Balmer Lawrie all right, title and benefit of the Bidder to the systems/ subsystems as at the date of termination of Contract
  - (c) Deliver to Balmer Lawrie all diagrams/drawings, specifications, and other documents prepared by the Bidder as at the date of termination.
- iv. If the Bidder fails to perform to the satisfaction of the Employer, Balmer Lawrie may enter upon the site, expel the Bidder, and complete the work itself or by employing any third party at the risk and cost of the Bidder. Upon completion of the work or at such earlier date as Balmer Lawrie thinks appropriate, Balmer Lawrie shall give notice to the Bidder that such Bidder's Equipment will be returned to the Bidder at or near the site and shall return such Bidder's Equipment to the Bidder in accordance with such notice. The Bidder shall thereafter without delay and at its cost remove or arrange removal of the Bidder's Equipment from the site. Upon failure of the Bidder to do so, the Employer shall have the same removed at the risk and cost of the Bidder.
- v. Subject to Clause B.vi, herein the Bidder shall be entitled to be paid the Contract Price attributable to the portion of scope of work executed as at the date of termination. Any sums due to Balmer Lawrie from the Bidder accruing prior to the date of termination shall be deducted from the amount to be paid to the Bidder under this Contract.
- vi. If Balmer Lawrie completes procurement and maintenance of the facilities mentioned in the scope of the contract, such costs shall be determined. If the sum that the Bidder is entitled to be paid, pursuant to Clause B.v, plus the reasonable costs incurred by Balmer Lawrie exceeds the Contract Price, the Bidder shall be liable for such excess. If such excess is greater than the sums due to the Bidder under Clauses above, the Bidder shall pay the balance to Balmer Lawrie, and if such excess is less than the sums due to the Bidder under Clause B.v, Balmer Lawrie shall pay the balance(not paid under risk purchase) to the Bidder. Balmer Lawrie and the Bidder shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

## 5.5 Exit Clause

- i. Bidders must take a note that the Max limits of penalties are upper tolerance (i.e. 5% of yearly contract value excluding taxes). BL reserves right to terminate the contract in parts or full at any point of time depending on the scenario for breach of contract even before reaching the Max limit of penalties.
- ii. BL reserves the right to terminate the contract, if successful bidder fails to deliver contractual obligations.
- iii. Either of the parties reserves the right to terminate the contract at any point of time by serving 3 months' notice.

## **5.6 Other Contractual Stipulations**

### **5.6.1 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.

### **5.6.2 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-4** for NDA Template. Purchase orders will not be placed without entering into above NDA.

\*\*\*Please check the NDA Clause in Annexure-4

### **5.6.3 Limitation of Liability**

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

- a. In the event of breach of any Applicable law;
- b. In the event of fraud, wilful misconduct or illegal or unlawful acts, or gross negligence of the Bidder or any person acting on behalf of the Bidder;
- c. In the event of acts or omission of the Bidder which are contrary to the most elementary rules of diligence which a conscientious Bidder 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 Bidder or any person or firm acting on behalf of the Bidder 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.

**5.6.4** 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.

**5.6.5** 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.

**5.6.6** 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.

**5.6.7** The Bidder shall not, without the express prior written consent of Balmer Lawrie, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under.

**5.6.8** The Bidder shall not sublet, transfer or assign the contract or any part thereof without the written permission of the Employer. In the event of the Bidder contravening this condition, the Employer shall be entitled to place the contract elsewhere on the Bidder's account and at his risk and the Bidder shall be liable for any loss or damage which the Employer may sustain in consequence or raising out of such replacing of the contract.

**5.6.9** In the event of any direct loss/damage to BL or direct loss of revenue to BL from any third party, as a result of any malfunctioning or deficiency in the delivered product or services which have gone live or as a result of any acts or omissions on the part of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances, contractor would be liable to indemnify BL for any such losses/damages along-with applicable taxes, upon submission of written claim along-with documentary evidence in support of the same. BL reserves the right to recover any such losses/damages from any bills payable to the contractor.

## **5.7 SLA**

Service Level Agreement will be a part of Contract document.

### **5.7.1 Non-Compliance of SLAs**

Bidders must take a note that the Max limits of penalties are upper tolerance and BL reserves right to terminate the contract at any point of time for breach of SLAs without reaching the Max limit of penalties and initiate legal action to claim compensation from the vendor. Alternatively, BL may forfeit the PBG submitted by bidder and recover the damages.

ALL THE ABOVE TERMS & CONDITIONS ARE ACCEPTABLE TO US.

**SIGNATURE & NAME OF THE PERSON**

**COMPANY SEAL**

## **SECTION-6: TECHNICAL SPECIFICATIONS**

### **Technical Specification / Requirement**

The Mandatory (M) and Desired (D) technical specifications are given below –

S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
1	Complete Travel Management. Responsive store front with product listing with ability to edit the product details on the fly in the live system.				M	0.5

S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
2	Capability to book Domestic and International Air Travel (Multi GDS with LCC). Capability to have Itinerary Preparation. There should be a process of Quality Control/ Checks which system can alerts. There should be multiple automated Process to ensure that the system alerts on important actionable.				M	0.5
3	Capability to book Railways tickets directly or through the API of IRCTC				M	0.5
4	Capability to book Sea Travel/cruise directly or through the connectors/aggregators/middleware				D	0.2
5	Capability to book Hotels directly or through the API of aggregators.				M	0.5
6	Capability to book Car/Self Rental/Transfers directly or through connectors/aggregators/middleware				D	0.2
7	Capability to book Bus directly or through connectors/aggregators/middleware				D	0.2
8	Capability to built in visa processing system and to integrate (in future) if connectors provided by other countries				D	0.2
9	Capability to deal with all travel related aspects of FOREX, the conversion rates to any currency should be live				D	0.2
10	Capability to have insurance from the system and to charge it either clubbed or separately. Ability to integrate directly with insurnace providers as well. Can issue Air Ticket with incorporating the insurance with e-ticket. Capability to book and bill insurance separately to customer.				M	0.5
11	Capability to build group travels, arrange, manage and draw costing/profitability analysis out of them				D	0.2

S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
12	Capability to build tour packages, arrange, manage and draw costing/profitability analysis out of them. It should help in managing pre-defined FIT & GIT packages with the combination of different components, services, categories, package type & costing which can be updated and can be send to customer by all the staffs. Possibility of creating invoice online reservation & dynamic billing and sending link to client for payment through online.				D	0.2
13	Real-time search and booking from multiple sources in single platform viz, Air, Rail, Cars, Bus, Cruise, Hotels etc.				M	0.5
14	Capability to switch to different currencies as and when defined by users. Capability of using real time currency conversion rates. Capability to split currencies in single itinerary/invoices.				D	0.2
15	Flight Search Functionality in the site: domestic, International and Low Cost Carrier Search				M	0.5
	•One way					
	•Round trip					
	•Special Fares					
	•Multi destination					
16	Flight Search Functionality in the site: domestic, International and Low Cost Carrier Search:				D	0.2
	•Multi currency					
	•Calendar Search					
	•Flexi date Search					
	•Auto ticketing					
	•Cross sell					
17	Hotel Search Functionality in the site: domestic, International with various option				M	0.5
	•Domestic Search					
	•International Search					
	•Star Rating wise					

S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
	•Hotel Name					
	•Display in multiple currency					
18	Single Sign-On facility from Corporate Intranet (Capability to reach the Travel Application Site from other B2B customer website using customer credentials and link)				D	0.2
19	For B2B or offline customer booking scenarios capability to store and upload data either in file format (excel, csv, tab delimited or any other) or to fetch data directly from customer database through a middleware/web service.				M	0.5
20	For B2B, capability to store or fetch travel policy and rules as per customer matrix.				M	0.5
21	Capability to capture budget value for B2B and handling of booking as per the pre-defined policy and rules.				D	0.2
22	Capability to provide flight status, weather, disaster info, web check in, social networking site check in etc.				M	0.5
23	Traveller profiles should get imported into PNRs automatically – Passport / Visa / Preferences / Frequent Flier/Meals/Seat				M	0.5
24	PNR Hold/release facility for GDS carrier by staff member (with time Limit and auto release facility)				M	0.5
25	Option to book LTC-80 fare online. Provision to allow/disallow to book less than LTC 80 Fare on AI operational sector. On AI Non-operational sector Cheapest fare booking restriction can be allowed/disallowed. Special Sectors Booking allow/disallow on non AI. Capability to change policies as per Government rules.				M	0.5
26	Book and import PNR/Booking from any GDS/Supplier system. And this import PNR/Booking will automatically calculated the markup and commission on the basis of setting for all provided services.				M	0.5
27	Provision to book Waitlist Ticket with auto Ticketing facility within time limit				D	0.2



S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
28	Provision to save the booking of customer at any point in time and continue later. Auto cancellation of PNR with time limit on/off facility Client wise Grade Wise				D	0.2
29	Capability to preview Seat Map for GDS and LCC as available in their API.				M	0.5
30	Capability to preview Meal Menu for GDS and LCC as available in their API				M	0.5
31	Capability to issue Boarding Pass if available in GDS or LCC APIs				M	0.5
32	Queue Management for Flights, Hotels, Rail, bus, Insurance, Cruise, Packages, Cars, Miscellaneous services				M	0.5
33	Integration with GDS to sale ancillary products e.g. Meal, Seat, Baggage				M	0.5
34	Customer Account Management - Option to update frequent flyer number airline Wise				M	0.5
35	Customer Account Management - After the ticket is issued, there should be an option for the client/customer to view, print and email the e-ticket/booking.				M	0.5
36	Customer Account Management - Option to print, email Invoice / Voucher. SMS to Customer for Ticket Issue/Cancellation				M	0.5
37	Provision for online cancellation/void the GDS PNR from the system.				M	0.5
38	Online cancellation LCC PNR from the system.				M	0.5
39	Cancelled GDS/LCC credit note should automatically be generated, with processing fees calculation from customer master and airlines cancellation charges from GDS/LCC.				D	0.2
40	Can cancel the other services (Hotel, Car, bus, Rail, Cruise) online from the system. Also to get this triggered automatically with agreement from customer if the initial travelling is cancelled.				D	0.2
41	Generate Deal Tickets, Commissionable by Airline(IATA Discounts)				M	0.5

S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
42	Automated passing of Tour-codes/ deal code / corporate code/Defense Fare Code with Booking Date and Travel Date configuration. Expiry alerts of codes with e-mail to the support staff.				M	0.5
43	Check Customer credit limit and restrict issuing ticket if there is not credit limit client wise. An alert/notification should be available in the system and sent to client registered id./credit controller/respective branch manager				M	0.5
44	Check Customer Credit Period and restrict issuing ticket if there is invoices outstanding beyond credit period. An alert/notification should be available in the system and sent to client registered id./credit controller/respective branch manager				M	0.5
45	Possible to update the deals and system checks whether the deal is applied while issuing the ticket with facilities to update deals class wise & Airlines wise.				M	0.5
46	System should automatically generate invoice once the ticket/booking is issued. Also, Auto- Invoicing once ticket issued from GDS point of sale.				M	0.5
47	Possible to print invoice/booking with header & without header. Header & Footer can be customized client wise .				M	0.5
48	Possible to have option to club multiple tickets into one invoice.				M	0.5
49	Possible to make receipt when the payment is received from corporate customer. Upload in Excel format and generation of Receipt Voucher.				M	0.5
50	Possible to make advance receipts and later it should allocated to invoices.				M	0.5
51	Possible to have different mark-ups for different types of customer like Customer Level;Vendor Level;Default Markup				M	0.5

S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
52	Possible to have different commission for different types of customer like Customer Level;Vendor Level;Default Markup				M	0.5
53	Possible to take reports of all the receipts for a particular period. Cash and card separately.				M	0.5
54	Possibility to auto email statements bulk and customer-wise.				M	0.5
55	Possible to email detailed invoices to specific customer which should contain the ticket details also.				M	0.5
56	Possible to generate the report of Ticket / booking of various services on the basis of date wise, agent wise, branch wise, implant-wise etc.				M	0.5
57	Summary & Detailed Daily Sales report by Cash, Credit Card, credit, staff, branch, airline wise, region wise, Customer wise				M	0.5
58	Report of all the un invoiced transactions can be generated using product solution				M	0.5
59	Possible to send E-ticket/booking/weather/misc details to customer email and SMS to his mobile number for all services provided by Application.				M	0.5
60	Online Cancellations / ability to track amendments in each booking/ticket with complete history details.				M	0.5
61	Ability to Sort / Filter of ticket/booking on various criteria.				M	0.5
62	Multiple payment options: BTA, Credit Card, Debit Card, Deposit, internet banking, international cards, travellers card, popular wallets, through points. Sending link to client for payment through online.				M	0.5
63	Ability to have Reward/Points system in customer profile, policy and business can be tailored to different customers or customer groups differently				D	0.2
64	Ability to display and sell Published Fares, Coupon fare & GDS Private Fares				M	0.5
65	Find Top routing details for future planning for pre buying.				M	0.5

S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
66	Track business productivity and profitability through real time integrated dashboard providing information about businesses/segments to higher management				M	0.5
67	Define user roles to control access levels for each employee and create group of roles:				M	0.5
	· Accounts					
	· Travel administrator,					
	· IT					
	· Travellers					
	· Call Center					
	· Sales					
	Ability to define proper user roles and authorization in order to eliminate fraud and have better control over entire portal					
	Limited access can be configured to avoid misuse and mistakes					
	Password Policy					
68	Provision to restrict user to access only one customer or customer group.				D	0.2
69	Ability to configure other services Hotel/Visa/Insurance/Tour Packages/ Car/Bus/Rail/Cruise.				M	0.5
70	Ability to configure setting, easily maintain Airline mark-ups/commissions client / Agent Wise				M	0.5
71	Travel desk / Front desk / Call Center interface for handling the customer services/booking on the basis of provided access right. Customer Relationship Management and their facility integrated with daily operation at all interfaces.				M	0.5
72	Automated Commercials computation, ensuring 100% transparency, elaborate for this.				D	0.2
73	Department -wise / Location-wise / Band-wise / product-wise/ Staff wise real-time reports				M	0.5
74	Real-time missed Saving reporting for better management.				M	0.5

S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
75	Automated Passport / Visa Expiry email alerts				D	0.2
76	IP restricting ensures security of bookings and customer profiles.				M	0.5
77	Send News Letter to our agent, client and customer				M	0.5
78	Can send Air fare / Hotel /Car/bus quotation from system to the customer through mail.				M	0.5
79	Ability to include Processing Fee as per Contract – Airline Wise, Sector wise, Legs Wise. Have facility to update Management/Processing Fee based on Per Sector/ Round Trip (Per Ticket No/ Per Sector) similarly for the Cancellation. Have a facility to update management fee based Commissionable and Non-commissionable Airlines.				M	0.5
80	Ability to raise Interest Billing in case of delay in payment –Client wise on/off facility				M	0.5
81	Corporate-wise Audit Trail Report, Travel Policy Deviation Report, Budget Utilisation Report, Expense Management report				M	0.5
82	Is also provided a facility to maintain package selling in this application with all facility to handle complete package with cost details. - add/modify Flight Details with expenditure - add/modify Hotel Details with expenditure -add/modify bus/car details with expenditure -add/modify miscellaneous details with expenditure -Take printout for both customer format / company format. And able to did some modification on the basis of company package management work flow.				M	0.5
83	Hotel Inventory Management system – Automated and Static with Joint inventory and individual inventory mapped with Packages or departure hub.				M	0.5

S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
84	MIS Report as per the formats provided in the excel sheet.				M	0.5
	Airlines-wise Sales (net of taxes)					
	TOP 10 CORPORATE CUSTOMERS					
	TOP 10 AIRLINES SALES					
	Airline Sales & Revenue (net of taxes)					
	Retail Sales & Revenue					
	Refund/Sale/Receipt Report					
	Airline wise Sales – Corporate CLIENT-WISE OS SUMMARY (debtors ageing based on due date )- supervisor /branch /satellite branch/ customer category/customer group wise Net Segments Report for incentive calculation for GDS sectors- user wise/PCC wise/branch wise/all India-Summary and Detailed auto-compilation of online payment gateway compliant refund upload file					
85	Provision to generate the Daily Sales Report from the system by Branch				M	0.5
	Supplier/BSP					
	Detail/Summary					
	Date wise					
	Customer Category wise					
	Consultant					
	Service					
86	Should be able to send required data booking/Invoice data our BL SAP FI-CO.				M	0.5
87	Provision to maintain the Rate of Exchange, so to calculate the foreign currency services into Indian currency				D	0.2
88	Offer personalization for end users based on their transaction / browsing history and preferences				M	0.5
89	Support multiple storefronts for different user groups (travellers, admin, sales, call center, etc.)				M	0.5
90	Single Database for each application product				M	0.5

S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
91	Centralized web application product administration				M	0.5
92	Integration with CRM and other online / social media Marketing solutions in the future				M	0.5
93	Integration with SAP to provide entire financial from SAP e.g. Accounts Receivable and Accounts Payable. Required Accounting reports with all details should come out from SAP.				M	0.5
94	Capability to provide white label interface to Sub-Agents with option for Rolling Balance Control				M	0.5
95	Reconciliation with BSP data, Credit Card Data, LCC Data and other Supplier Data. Reconciliation of Customer's GST data from Suppliers.				M	0.5
96	MIS Report to negotiate better with Airlines during contract.				M	0.5
97	Provision to capture Customer Requisition, Payment Details once E-Mail received in particular email-ids. Also provision of Customer Interface to enter Requisition or Payments against Invoices.				M	0.5
	<b><u>Self-Booking Tool integrated with Customer's Application</u></b>					
98	Integration with customers ERP through Web-Services, API to be published to be consumed by Customer's Portal, Implementation of Customer's Travel Policy, Ticket Issue and Invoice Detail to be pushed to Customer Application through Web-Services, Ticket Cancellation and Creditr Note detail to be pushed to Customer's Application				M	0.5
	<b><u>Standard Self-Booking Tool as Portal for Customer</u></b>					
99	Application should have capability of approval system for the Corporate, Implementation of Customer's Travel Policy ,				M	0.5
100	Secured Connectivity through Internet, Provision to download Invoice and Credit Note Detail by Customer securely.				M	0.5

S.No	Functionality	Available (Yes/No/Partially)	Customization Needed (Y/N)	Comments	Mandatory [M] / Desirable [D]	Score
101	Client Interface with multiple logins mapped Cost centre.				M	0.5
102	BackOffice Operation interface team with GDS and process sync queue management.				M	0.5
103	API exposed for booking with configuration master to control API bookings. We can expose multiple API to clients.				M	0.5
104	Application data to be send and receive through application like Booking data, cancelation data, invoice data, credit note data, Travel Master Data, Trip Master data to SAP PI through API.				M	0.5
105	Interface for resending and validation of data – Manage from masters.				M	0.5
106	Dashboard for Customer's Admin Account				M	0.5
107	iOS/Android/Windows based mobile APP catering to all the functionalities of Travel Application Site for end customers.				M	0.5
108	PCI DSS Compliance				M	0.5
109	Experience Of Integration With Sap And Generation Of Gst3b, Gstr1 & Outstanding Reports From Sap				M	0.5
110	GST CALCULATION IF AIRFARE GST IS SHOWN AS BL (Balmer Lawrie) GST AND NOT AS K-3, K-3 GST CREDIT RECON WITH AIRLINES with PDF tax invoices from Airlines in emails/airlines portal and final output with correct tax break-up with pendency/discrepancies, if any and auto follow-up with Airlines for pending GST tax invoices Client wise tickets / sales summary report with/without GST- user/branch /satellite branch/ supervisor/ category/group/all india				M	0.5
111	Separate PLACE OF SUPPLY for Airfare GST and processing charges				M	0.5
112	TAXABLE VALUE CALCULATION for airfare GST FOR BSP/LCC TKTS				M	0.5



**Functionality scoring criteria**

- “M” stands for Mandatory specification and has a score of 0.5 points for full compliance
- “D” stands for Desired specification and has a score of 0.2 points for full compliance
- Non-compliance for Mandatory specifications has a negative scoring of 1 points
- Non-compliance for Desired specifications has a score of 0 points

**Note : All the Functionality score points will be added and normalised on the base of 50.**

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

**Bidder's Ref. No.** -----

**Date:**

**Mr. ABC**

**Designation**

**Balmer Lawrie & Co Ltd**

**21, N.S. Road, Kolkata 700001**

**Ref.: Your Tender no.** \_\_\_\_\_

Dear Sir,

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

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

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

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

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

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

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

\_\_\_\_\_ [signature with office seal]

In the capacity of \_\_\_\_\_ [Designation]

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

**ANNEXURE – 2- BID COMPLIANCE STATEMENT**

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

Title: Tender for \_\_\_\_\_

TENDER ENQUIRY NO. : \_\_\_\_\_

Dated: \_\_\_\_\_

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 – 3- PRICE BID FORMAT

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.

Type (SW/ Services)	Sl.No.	Component Description	Specification	Quantity (x)	Price in INR (Y)	Total Price in INR (A)	GST on Taxable Value (B)	Total Product Cost (A + B)	AMC & Helpdesk % 1st Year	AMC & Helpdesk % 2nd Year	AMC & Helpdesk % 3rd Year	AMC & Helpdesk % 4th Year	AMC & Helpdesk % 5th Year	AMC & Helpdesk % 6th Year	AMC & Helpdesk % 7th Year
Services	P1	Configuration & Implementation –Corporate Solution Integrated with SAP for Accounting (Track I)		1 time											
	P2	Configuration & Implementation of API for Third Party Portal with Accounting Integration with SAP (Track II)		1 time											
	P3	Configuration & Implementation of Standard Self-Booking Tool with Payment Gateway, Accounting Integration with SAP and Mobile Interface (Track III)		1 time											
	P4	Configuration & Implementation of Self-Booking Tool, Accounting Integration with SAP and integrated with Customer ERP (Track IV)		1 time											
	P5	Training on Corporate Solution Managers, Employee and Call Center in 6 major cities over and above Scope of Work		1 time											
	P6	Training on Self Booking Tool Managers, Employee and Call Center at Delhi NCR over and above Scope of Work		1 time											
Software Source	P7	Source Code of Software Products with yearly updates		1											
Man day rate	P8	Blended man day rate (per day rate to be quoted)		1											
Software Development Contract	P9	Annual Software Development Contract per dedicated developer resource posted On-Site at Delhi-NCR after Go-Live of Products as mentioned in Scope of Work.		1											

- The Commercials quoted in the e-Procurement Platform should be valid for 180 days
- Prices Quoted should be inclusive of support for installation
- Please mention NA / 0 wherever values are not applicable.
- If Taxes are exempted, then necessary exemption certificate(s) is/are to be enclosed.
- Taxes shall be payable at existing rate on the applicable services.
- As regards GST, only GST rate to be quoted and not the amount.
- In case of any dispute as regards applicable GST rate, BL decision will be final and binding upon the parties.

#### **ANNEXURE – 4- NON-DISCLOSURE AGREEMENT**

This Mutual Non-Disclosure Agreement (this “Agreement”) is made on this .....day of..... 2017 between Balmer Lawrie & Co Ltd, a Govt. of India Enterprise having Registered Office at 21, Netaji Subhas Road, Kolkata 700001, hereinafter referred to as the “Company” which expression includes its permitted assigns

AND

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

The Company and ..... shall individually be known as “party” and collectively as “parties”.

The Confidential Information disclosed under this Agreement is for the assignment given to ..... by the Company for the purpose as set out herein (“the Purpose”). In connection with the Purpose, the Company and .....shall 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. This Agreement will commence on the date first set forth above and will remain in effect for seven (7) years from the date of last disclosure of Confidential Information by either party.

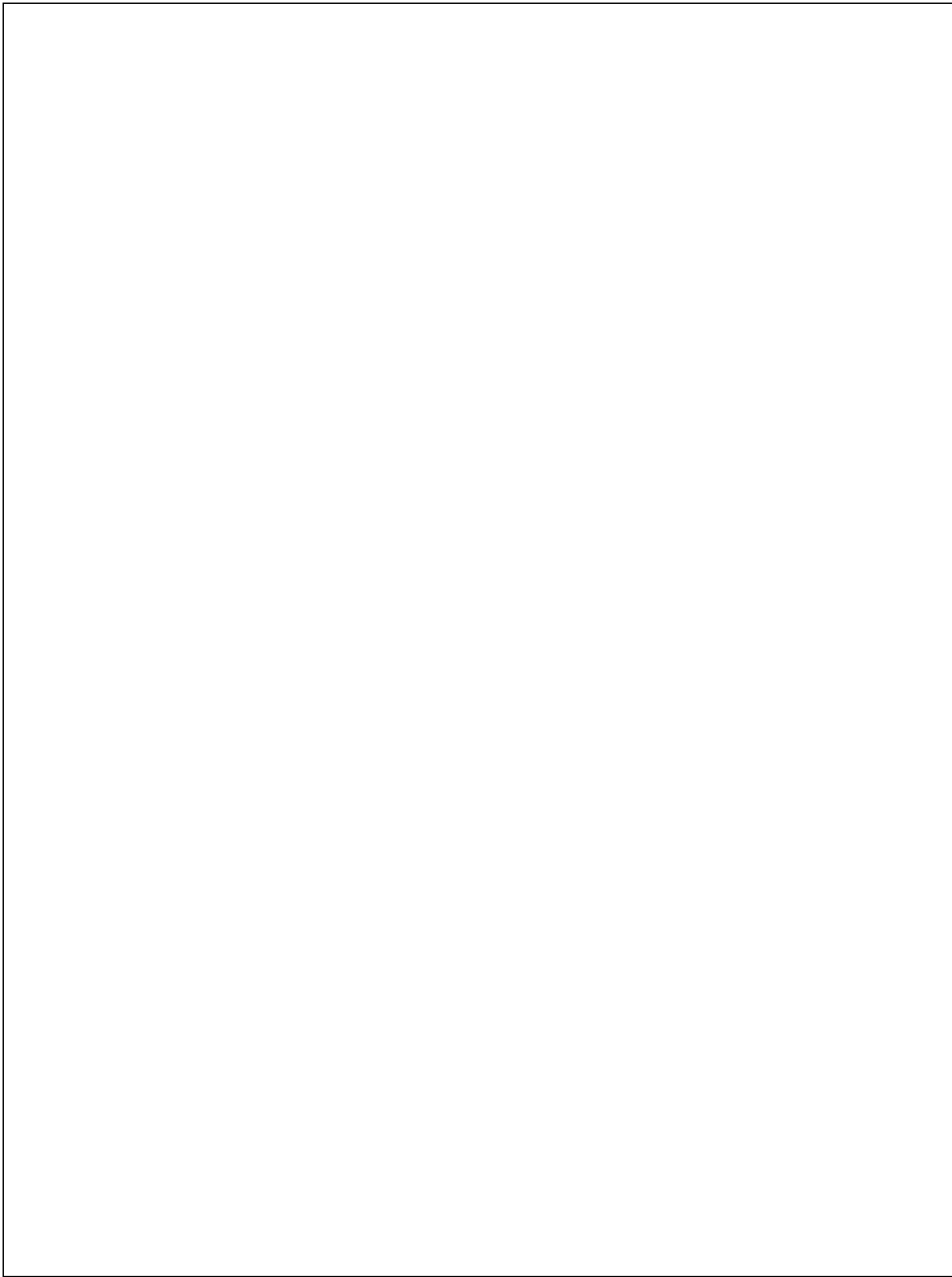
IN WITNESS WHEREOF, the parties hereto have executed this Mutual Non-Disclosure Agreement by their duly authorized officers or representatives.

Company: \_\_\_\_\_:

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_





**ANNEXURE-7: BIDDER'S PROFILE**Reference no.: **BL/TV/SCO/ITAPPL/PT/201819/0002 Dated 28.02.2019**

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

**ANNEXURE-8 –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 Bidder)***

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 Bidder***) (hereinafter called the "Bidder"). Whereas the Bidder 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 Bidder 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 Bidder 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 Bidder(s) / Bidder(s) in any suit or proceeding pending before any court or Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder.

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

5. This guarantee shall not in any way be affected by you taking any securities from the Bidder or by the winding up, dissolution, insolvency or death as the case may be of the Bidder. We shall not be entitled to proceed against the assets of the Bidder 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 Bidder, 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 Bidder or us, nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and effaceable by the absorbing or amalgamated company or concern.

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

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

Yours faithfully

Dated ..... day of ..... 201\_

For .....

(**Name of the Bank with office seal**)

## **ANNEXURE-9 -HSE INSTRUCTIONS**

### **Housekeeping**

Bidders shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Bidder.

All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.

### **Confined Space**

Before commencing Work in a confined space the Bidder must obtain from BL a Permit to Work, the Permit to Work will define the requirements to be followed.

As minimum Bidders must ensure the following:

- i. Confined spaces are kept identified and marked by a sign near the entrance(s).
- ii. Adequate ventilation is provided
- iii. Adequate emergency provisions are in place
- iv. Appropriate air monitoring is performed to ensure oxygen is above 20%.
- v. Persons are provided with Confined Space training.
- vi. All necessary equipment and support personnel required to enter a Confined Space is provided.

### **Tools, Equipment and Machinery**

The Bidder must ensure that all tools & equipment provided for use during the Work is:

- suitable for its intended use;
- safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);
- Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

### **Working at Height**

Any Work undertaken where there is a risk of fall and injury is considered to be working at height.

For any Bidder Personnel working at height, Bidders shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Bidder must

obtain from BL a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.

### **Fall Prevention System**

Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.

### **Fall Protection Systems**

Where fall protection systems are used then the Bidder must ensure the following is applied:

- i. Only approved full body harness and two shock-absorbing lanyards are used,
- ii. Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,
- iii. Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,
- iv. Lifeline systems must be approved by BL before use.
- v. Use of ISI marked industrial helmet at all point of time.

### **Scaffolding**

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type.

Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Bidder Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

### **Stairways and Ladders**

Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.

- a. Fabricated ladders are prohibited.
- b. Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.

- c. Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- d. Ladders will be lowered and securely stored at the end of each workday.
- e. Ladders shall be maintained free of oil, grease and other slipping hazards
- f. Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
- g. Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, and removed from the Site by the end of the day.

### **Roof Work/Access**

Roof work and access to roofs must not be undertaken without prior authorization from BL.

### **Overhead Work**

A secure exclusion zone shall be maintained by Bidder below overhead work to prevent access. It is forbidden to work beneath a suspended load.

### **Lifting Operations**

#### **Cranes and Hoisting Equipment**

Bidders shall operate and maintain cranes and hoisting equipment in accordance with manufacturers' specifications and legal requirements.

Only Bidder Personnel trained in the use of cranes and hoists are permitted to use them.

#### **Lifting Equipment and Accessories**

All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc. shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements.

Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.

#### **Lockout Tag out ("LOTO")**

Prior to performing work on machines or equipment, the Bidder shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Bidder Personnel receive the necessary training.

## **Barricades**

Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used.

Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning...

## **Compressed Gas Cylinders**

Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash back arrestor to be used to prevent any explosion due to back fire.

## **Electrical Safety**

Prior to undertaking any work on live electrical equipment the Bidder must obtain a Permit to Work from BL. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- c) Only qualified electrical Bidder Personnel may enter substations and/or transformer and only after being specifically authorized by BL.

## **Hot Works**

A Permit to Work must be obtained from BL prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects.

Prior to the use of temporary propane or resistance heating devices approval must be obtained from BL.

## **Trenching, Excavating, Drilling and Concreting**

A Permit to Work must be obtained from BL and all underground lines; equipment and electrical cables shall be identified and located prior to beginning the work. The Bidder shall assign a competent Bidder Personnel to all trenching and excavation work.

Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Bidder Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions.

Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

## **Environmental Requirements**

### **Waste Management**

The Bidder is responsible to remove any waste generated by the work being done on the Site. The Bidder must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for BL to review at any time and may be subject to BL's prior approval.

Wastes (includes rinse from washing of equipment, PPE, tools, etc.) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

#### **Spills**

The Bidder is responsible for the provision of adequate spill kits/protection and the cleanup and disposal costs arising from such spills.

#### **Emissions**

The Bidder shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of BL. Emissions include but are not limited to noise, dust, fumes, vapours.



